

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

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

**Tuesday, October 12, 2021  
6:30 P.M.**

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

***CLOSED SESSION:*** 5:30 P.M.

***ROLL CALL:***

Rabb, Rogers, Nava, Corona, Vargas

- A. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) - 3 cases
- B. Conference with Labor Negotiators - Government Code Section 54957.6  
City Negotiator: Clara Miramontes, City Manager  
Employee Organization: Teamsters Local 911

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

**2. *ROLL CALL:***

Rabb, Rogers, Nava, Corona, Vargas

**3. INVOCATION:**

Pastor Don Meinberg  
Reflections Christian Fellowship  
375 Ramona Expressway, Perris CA 92571

**4. PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Rabb will lead the Pledge of Allegiance.

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

**6. PRESENTATIONS/ANNOUNCEMENTS:**

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

- A. Presentation of a Certificate of Recognition to William King of P-Town Boxing for winning his first professional lightweight debut at Sycuan Casino in San Diego.

**7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

**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 September 28, 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 Proposed Resolution Number (next in order) Adopting the Caltrans Local Assistance Procedure Manual 2021, applicable to all State and Federally Funded Project.

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 CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL 2021, CHAPTER 1-20

- B. Consideration to approve the request for Indian Avenue and Nevada Road Closure for 5 days each for the 2021 Citywide Street Improvements Project.
- C. Consideration to approve a Contract Services Agreement with Mark Thomas for Environmental and Engineering Consulting Services for I-215/Harley Knox Interchange Improvements Project (CIP # S095).
- D. Consideration to approve additional funds for the amount of \$62,732.88 for the A Street Improvements Project (CIP # S105).
- E. Consideration to approve the Purchase of one (1) new passenger van and one (1) Alternative Fuel RAV4 SUV for Community Services.
- F. Consideration to approve a Lease Agreement Renewal for property located at 129 East 10<sup>th</sup> Street, APN 313-272-005.
- G. Consideration to approve the Assignment of the Parkwest Development Agreement from Parkwest Associates and East West Properties to MP Parkwest Partners and PW Land Investments for the Parkwest project located south of Nuevo Road and west of Dunlap Road.
- H. Consideration to award a Contract to Community Works Design Group for the professional architectural services for the Perris Green City Farm and Community Access Enhancements Project.
- I. Consideration to adopt Proposed Resolution Number (next in order) approving the City's Annual Statement of Investment Policy for Fiscal Year 2021-2022.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2021-22

- J. Consideration to approve the City's Monthly Check Register for August 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) amending the Transportation Uniform Mitigation Fee (TUMF) for all developments in the City of Perris.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt the First Reading of Proposed Ordinance Number (next in order) adding Chapter 7.17 to the Perris Municipal Code as required by Senate Bill 1383 for Organic Waste Disposal Reduction.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.17 TO TITLE 7 ("HEALTH AND WELFARE") OF THE PERRIS MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTIONS," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING, PROCESSING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION THEREFORE FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Introduced by: Director of Public Works Bryant Hill

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 and discussion to adopt Proposed Resolution Number (next in order) regarding Tele/Video-Conference Meetings During COVID-19 State of Emergency relating to the provisions of AB 361.

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, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING OCTOBER 12, 2021 AND ENDING NOVEMBER 11, 2021 PURSUANT TO BROWN ACT PROVISIONS.

Introduced by: Director of Administrative Services Saida Amozgar

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: October 12, 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://us06web.zoom.us/webinar/register/WN\\_-7buU1AQS0C--nxjMoz1Vw](https://us06web.zoom.us/webinar/register/WN_-7buU1AQS0C--nxjMoz1Vw)

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/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



**CITY OF PERRIS**  
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**MEETING DATE:** October 12, 2021  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on September 28, 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 \_\_\_\_\_  
Deputy City Manager *ER*

Attachments: 1. Minutes-September 28, 2021

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

# ATTACHMENT 1

Minutes-September 28, 2021 Regular City Council Meeting



# ***CITY OF PERRIS***

## MINUTES:

Date of Meeting: September 28, 2021

06:30 PM

Place of Meeting: City Council Chambers

**PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDER N-15-21 THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING VIA ZOOM**

CLOSED SESSION

ROLL CALL

**Present: Corona, Rabb, Rogers, Nava, Vargas**

**Staff Members Present: City Manager Miramontes, Assistant City Attorney Khuu and Deputy City Manager Reyna.**

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

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

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

2. ROLL CALL: \_\_\_\_\_

**Present: Corona, Rabb, Rogers, Nava, Vargas**

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, Assistant City Attorney Khuu, City Engineer McKibbin, Police Captain Sims, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Community Services Chavez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION: \_\_\_\_\_  
Father Eliseo "Loloy" Napiere  
St. James the Less Roman Catholic Church  
22190 Dunlap Dr, Perris, CA 92571

4. PLEDGE OF ALLEGIANCE: \_\_\_\_\_

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

5. REPORT ON CLOSED SESSION ITEMS: \_\_\_\_\_

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

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Recognition of the Junior Master Gardeners.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

Savanna Herrera, President of the Youth Advisory Committee, gave the report.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

There was no Public Comment.

9. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Meeting held on September 14, 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 Malcolm Corona, seconded by David Starr Rabb to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

A. Approved a Contract Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical Investigation and Material Testing for the Placentia Avenue Widening Project (CIP# S-23).

B. Approved a Contract Services Agreement with LOR Geotechnical Group, Inc. for Geotechnical Compaction and Material Testing for the 2021 Citywide Street Improvements Project (CIP# S-102 & S-075).

C. Approved a Lease Agreement with Love 4 Life Association for property located at 11 S. D Street, APN 313-091-001.

- D. Approved the Joint Community Facilities Agreement between the City of Perris, Romoland School District, Tri Pointe Homes IE-SD, Inc., Richmond American Homes of Maryland, Inc. and Green Valley Recovery Acquisition, LLC.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve the Consent Calendar, as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5859 approving the City's Community Development Block Grant (CDBG) 2020-2021 Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

Resolution Number 5859 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE 2020-2021 SECOND PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

**Economic Development and Housing Manager Michele Ogawa introduced the item and turned it over to Principal Management Analyst Sara Cortes de Pavon for the presentation.**

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

**The Mayor closed the Public Hearing at 6:56 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5859, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

- A. Received and Filed the update and presentation regarding District Elections Educational Outreach.

**This item was introduced by Public Information Officer Stephen Hale and turned over to Ryder Smith of Tripepi Smith for the presentation.**

**The following Councilmember spoke:  
Vargas**

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

- B. Discussion regarding switching from At-Large City Council Elections to District Elections.

**This item was introduced by Assistant City Attorney Robert Khuu.**

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

**Rogers**

**Corona**

**Nava**

**Vargas**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Nava to Approve moving forward with forming Council districts for the City of Perris.

AYES: Malcolm Corona, Marisela Nava, Michael Vargas

NOES: David Starr Rabb, Rita Rogers

ABSENT:

ABSTAIN:

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve forming Council districts for the November 2022 Municipal Election.

AYES: Malcolm Corona, Marisela Nava, Michael Vargas

NOES: David Starr Rabb, Rita Rogers

ABSENT:

ABSTAIN:

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

13. COUNCIL COMMUNICATIONS: (Committee Reports, Agenda Items, Meeting Requests and Review etc.)

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

**Nava  
Rogers  
Rabb  
Vargas**

14. CITY MANAGER'S REPORT:
15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:40 p.m.**

**Respectfully Submitted,**

---

**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Resolution No. (Next in Order) Adopting the CalTrans Local Assistance Procedure Manual 2021, Applicable to All State and Federally Funded Projects

**REQUESTED ACTION:** Pass and Adopt Resolution No. (Next in Order) Adopting Caltrans Local Assistance Procedures Manual 2021, Chapter 1-20

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

---

#### **BACKGROUND/DISCUSSION:**

On August 11, 2021, Caltrans Division of Local Assistance issued Office Bulletin 21-05, requesting local agencies and cities receiving state and/or federal grant funding, to adopt the Caltrans Local Assistance Manual Chapter 10, for the procurement of Architectural and Engineering Services.

As the City of Perris has been successful in applying and receiving state and federal funds for its capital improvement projects, it is imperative the City adopts the regulations. In the past years, the City has received millions of dollars for active transportation projects, pavement rehabilitation and highway safety improvements.

The LAPM 2021 is a comprehensive 545-page document of all of Caltrans requirements applicable to projects on and off the state highway, under grant funding approval, from start of the Project Approval and Environmental Document (PA&ED) to project completion. For the convenience of the Council the Table of Contents is included as Attachment 2, with the entire 545-page document found at: <https://dot.ca.gov/programs/localassistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

The LAPM is updated from time to time, for this reason, the Resolution authorizes the City Manager to adopt the latest version of the LAPM to be used for projects that receive state and/or federal grant funding.

---

#### **BUDGET (or FISCAL) IMPACT:**

There is no fiscal impact associated to the adoption and implementation of the LAPM 2021.

---

Prepared by: Grace Alvarez, Special Projects Manager

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager ER

**Attachments:**

1. Resolution Adopting LAPM 2021
2. Table of Contents – LAPM 2021

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

**Resolution Adopting LAPM 2021**



**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ADOPTING CALTRANS LOCAL ASSISTANCE  
PROCEDURES MANUAL 2021, CHAPTER 1-20**

**WHEREAS**, the City of Perris is responsible for constructing transportation projects that are state and federally funded; and

**WHEREAS**, the City of Perris is aggressive and successful in applying and receiving state and federal funds for its capital improvement projects, it is necessary to adopt Caltrans Local Assistance Procedure Manual 2021, Chapters 1 through 20 (Exhibit A), and subsequent updates, that are comprehensive of the various administrative procedures applicable to state and federal grants on and off the state highway system; and

**WHEREAS**, the Federal regulations set forth standards for procuring and administering Architectural and Engineering (A&E) services as well as implementing capital improvement projects from the environmental phase through project completion/close-out; and

**WHEREAS**, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM) 2021, to aid California local agencies scope, organize, design, construct and maintain their public transportation facilities when they seek Federal Highway Administration (FHWA) funded federal-aid or state funding; and

**WHEREAS**, the LAPM 2021 describes the processes, procedures, documents, authorizations, approvals and certifications, which are required in order to receive federal-aid and/or state funds for many types of local transportation projects; and

**WHEREAS**, the LAPM 2021 is a compilation and summary of information from many sources including federal and state law, regulations, guidelines and operating practices. It reflects the procedures and practices developed over many years of providing federal-aid funding and state funding for local projects. These practices and procedures have been modified many times by superseding legislation, most recently for changes made by the Fixing America's Surface Transportation, the FAST Act which authorizes the Federal surface transportation programs for highways, highway safety, and transit for the 5-year period 2016-2020.

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

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

**Section 2.** The Local Assistance Procedures Manual 2021, dated January 2021 is approved and adopted.

**Section 3.** The LAPM 2021 developed for the City of Perris for State and Federal Funded Projects dated October 12, 2021, is approved and adopted.

**Section 4.** Authorizes the City Manager to adopt subsequent updates to the LAPM 2021, to ensure compliance with federal and state requirements for capital improvement projects on and off the state highway system with state and/or federal funding.

**ADOPTED, SIGNED and APPROVED**, this 12<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Michael 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 xxxx was duly adopted by the City Council of the City of Perris at a public hearing thereof held on the 12<sup>th</sup> day of October 2021, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

Exhibit A-Local Assistance Procedures Manual 2021-On file in the City Clerk's Office

## Exhibit A

Local Assistance Procedures Manual 2021-On file in the City Clerk's Office

# ATTACHMENT 2

LAPM 2021 - Table of Contents

## LAPM 2021 – Table of Contents

**Chapter 1: Introduction and Overview.**

**Chapter 2: Roles and Responsibilities** defines the roles and responsibilities for the various entities involved in developing a local assistance project.

**Chapter 3: Project Authorization** describes the process to obtain project authorization and fund obligation required for each phase of a federal-aid project. It also discusses the federal policy concerning funding projects at less than the full allowable federal share (underfunding) transferring funds to FTA.

**Chapter 4: Agreements** describes the agreements needed between the local agency and the State and between the State and FHWA to obtain reimbursement of funds.

**Chapter 5: Invoicing** describes the general accounting procedures necessary to receive reimbursement for work done in any phase of the project.

**Chapters 6-8: Environmental Procedures, Field Review, and Public Hearings** discuss the project initiation and environmental procedures needed to bring a project to the stage at which the local agency decision-makers commit the project to final design and implementation.

**Chapter 9: Civil Rights and Disadvantaged Business Enterprise (DBE)** describes the requirements for establishing and reporting DBE program and project goals. This process may be necessary during the initial project stage or may not be required until a later phase.

**Chapter 10: Consultant Selection** describes the requirements for selecting and hiring consultants to perform project activities.

**Chapters 11 & 12: Design Guidance and Plans, Specifications & Estimate** describe the design standards to be used and the Plans, Specifications and Estimate (PS&E) development necessary to bring the project to the advertising and construction stage.

**Chapters 13 & 14: Right of Way and Utility Relocations** describe the procedures used to acquire right of way or relocate utilities.

**Chapters 15-17: Advertise and Award Project, Administer Construction Contracts, and Project Completion** describe the procedures from advertising through construction administration, project completion, and completion of the final reports.

**Chapter 18: Maintenance** describes the ongoing maintenance responsibilities and activities needed to assure that the project remains a functional public asset, and the related inspection and reporting requirements.

**Chapter 19: Oversight and Process Reviews** describes the oversight and process review methods by which Caltrans and/or FHWA use to ensure that the agencies have complied with their commitments and certifications under federal and state laws, regulations, and these procedures.

**Chapter 20: Deficiencies and Sanctions** describes the course of action to be expected when local agencies fail to comply with state and federal requirements during their project. An appeal process is available when the local agency disagrees with distinct decisions or sanctions.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** 2021 Citywide Street Improvements Project (CIP S102 & CIP S075)

**REQUESTED ACTION:** Approve request for Indian Avenue and Nevada Road Closure for 5 days each for the 2021 Citywide Street Improvements Project

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

#### BACKGROUND/DISCUSSION:

The 2021 Citywide Street Improvement Project involves roadway rehabilitation, sidewalk repair and other miscellaneous work throughout the City and for multiple Flood Benefit Zones. Project construction items include rehabilitation, utilizing methods: full depth reclamation, grind and overlay, and slurry seal. Other project construction items include curb and gutter, sidewalk, cross gutters, and driveway approaches.

Construction is planned to begin October 11, 2021 and 100 working days have been allotted to complete the project. To complete the full depth reclamation as designed will require the closure of Indian Avenue and Nevada Road.

Street	Closure Limits	Lanes open during closure (in each direction)	Duration
Nevada Road	Ramona Expressway to Morgan Avenue	None	5 days
Indian Avenue	Orange Avenue to Frontage Road	None	5 days

The contractor has proposed to close Indian Avenue from November 8 to November 12 and Nevada Road from November 9 to November 15, subject to field conditions, in any event the closure of each road cannot exceed 14 days. Staff recommends Council approve request for Indian Avenue and Nevada Road closure. Project Contractor properly notifies the local emergency responders, schools, CR&R, residents and such notice shall be available on the City's social media/webpage.

#### BUDGET (or FISCAL) IMPACT:

There is no fiscal impact associated with the road closures of Indian Avenue and Nevada Road.

---

Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager SR

**Attachments:**

1. Road Closure Vicinity Map

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



# ATTACHMENT 1

**Road Closure Vicinity Map**

**INDIAN AVE. CLOSURE FROM ORANGE AVE. TO FRONTAGE RD.  
VICINITY MAP**



**LEGEND:**

-  PROJECT AREA
-  PERRIS CITY LIMITS



**NEVADA RD. CLOSURE FROM RAMONA EXPY. TO MORGAN ST.  
VICINITY MAP**



**LEGEND:**

-  PROJECT AREA
-  PERRIS CITY LIMITS





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** I-215/Harley Knox Interchange Improvements (CIP # S095)

**REQUESTED ACTION:** Approve a Contract Service Agreement with Mark Thomas for I/215/Harley Knox Interchange Environmental and Engineering Consulting Services; and authorize the City Manager to execute the agreement

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

#### **BACKGROUND/DISCUSSION:**

With the General Plan Circulation Element in 2005 and its subsequent revisions, the City adopted primarily light industrial land use designations in the north Perris area. Harley Knox boulevard is the gateway to these industrial developments and diverts a significant proportion of truck traffic away from other Perris streets. The Harley Knox Interchange was identified in both the Circulation Element and in the Transportation Uniform Mitigation Fee Nexus Study as a regional facility that provides an efficient flow of goods through Perris and as vital for the Inland Empire's economy.

Given the need for the efficient movement of goods and its importance to Perris's economy, the city has recognized the Harley Knox Interchange should be upgraded and reconfigured as soon as possible to address the current and future traffic demands. The City has agreed in 2019 to sponsor and fund Caltrans' preparation of the Project Study Report-Project Development Support (PSR-PDS) which is the first step in the long process to improve an interchange.

The PSR-PDS was completed on February 25, 2021; and presented to the Council at its meeting of March 9, 2021, along with the approval of the Cooperative Agreement No. 08-1737 with Caltrans for the pre-construction phases of the interchange improvements.

As the Council on November 10, 2020 had already authorized the City Engineer to solicit proposals for environmental services, the City then released a Request for Proposals/Request for Qualifications (RFP/RFQ) for the interchange improvements environmental engineering services. Mark Thomas was the only proposal received on the due date of May 5, 2021. Following Caltrans Local Assistance Manual for consultant selection and the City's Municipal Code for procurement of consultant selection, the City re-advertised the RFP/RFQ for the services, in an attempt to receive competitive proposals. On July 21, 2021, the City received two proposals, EXP and Mark Thomas. The proposal review team consisted of staff from RCTC, the County of Riverside, Caltrans and City Engineering. The review team interviewed both consultants, and their support

team, and concluded that Mark Thomas was the top-rated firm based on key personnel, related experience, and project understanding and approach.

Mark Thomas is a civil and structural engineering firm in California with 94 years of experience, having 12 office locations throughout California, including an office in Rancho Cucamonga. The reference check conducted by the consultant review team was excellent and included recent experience with the Divergent Diamond Interchange, which is the alternative the City Council pre-selected for the interchange improvements.

The attached contract services agreement includes the extensive scope of work, anticipated project schedule, and contract cost. In general, the scope includes project management, engineering development, and environmental documentation. Staff anticipate clearing the California Environmental Quality Act/National Environmental Protection Act (CEQA/NEPA) Environmental Impact Report (EIR) for the interchange improvements by Spring 2024.

The original cost proposal from Mark Thomas was \$2.6 million. The City's Project Manager, Habib Motlagh, requested and received an 8% cost reduction; the new negotiated cost is \$2,412,543.

The request for proposal followed Caltrans Consultant Selection guidelines, and as such, the cost proposal package submitted by EXP was not opened; it will be returned to EXP after award of contract to Mark Thomas.

The City has sufficient Road Bridge Benefit District (RBBB) funding to cover the pre-construction phases. The construction phase cost is estimated between \$34 - \$40 million. Shovel ready projects compete well for state and federal funds; funding participation by our agency partners will also be requested at that time, providing the local match needed for the state and federal funding grant requirements.

Staff recommends that the Council approve the agreement with Mark Thomas in the amount of \$2,412,543. Once this phase is complete, City may proceed with the final design and right-of-way as specified in the Caltrans Cooperative Agreement executed by Council on March 9, 2021. The construction phase will be led by Caltrans and/or one of our partner agencies.

---

**BUDGET (or FISCAL) IMPACT:**

Sufficient funding is available in CIP S095 to complete the environmental and engineering services.

---

Prepared by: Habib Motlagh, Senior Project Manager

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager EA

**Attachments:**

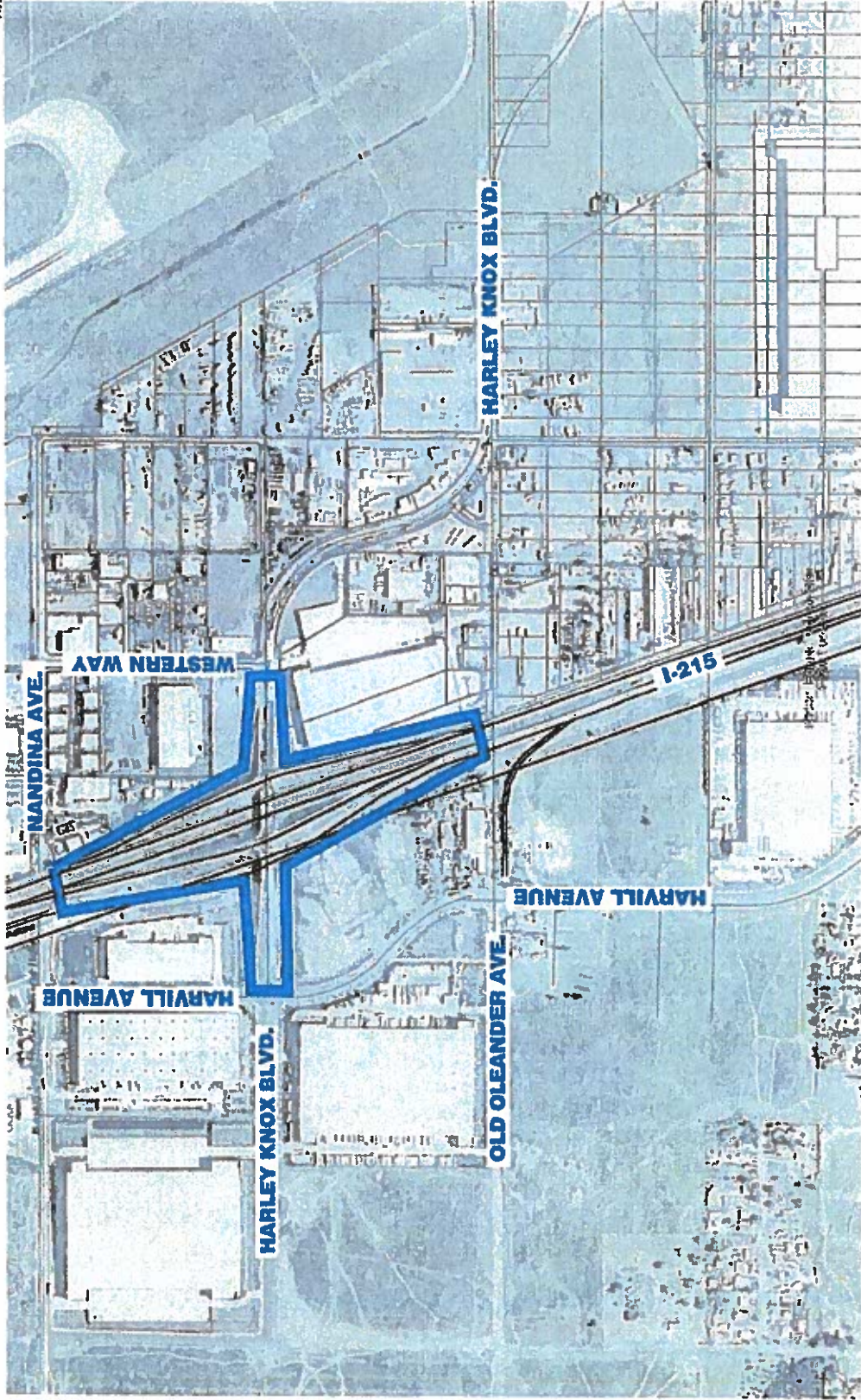
- 1. Vicinity Map**
- 2. Contract Services Agreement**

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

# ATTACHMENT 1

Vicinity Map

# HARLEY KNOX BOULEVARD INTERCHANGE PROJECT VICINITY MAP



**LEGEND:**  
INTERCHANGE PROJECT LOCATION

**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
DATE: 02/17/2011





# ATTACHMENT 2

**Contract Services Agreement**

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**I-215/HARLEY KNOX INTERCHANGE**

**ENVIRONMENTAL AND ENGINEERING CONSULTING SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Perris, a municipal corporation ("City"), and Mark Thomas, 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 Two Million Four Hundred Twelve Thousand Five Hundred Forty Three dollars (\$2,412,543.00) ("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 April 30, 2024.

#### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Bo Burick 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"  
Mark Thomas [a California Corporation]

By: \_\_\_\_\_  
\_\_\_\_\_  
Darin Johnson, P.E.

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

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

[END OF SIGNATURES]

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

## SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Interstate 215/Harley Knox Interchange project for the City of Perris (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas.

It is proposed that work required to support/complete the project report will be performed by the following:

- Environmental Document/Technical Studies – ICF
- Traffic Operations Analysis Report – Fehr & Peers
- Geotechnical Report/Preliminary Foundation Report – EMI
- Hazardous Waste Investigation – Group Delta
- Right of Way Support – Monument
- Value Analysis – VMS

### TASK 1. PROJECT MANAGEMENT

Mark Thomas project management includes management of the project team, which includes the subconsultant team, general project coordination with the City, preparing contract paperwork, memorandums, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files. We will update the Critical Path Schedule (CPM) on a monthly basis to track performance and identify issues that could either delay or accelerate the schedule. Each submittal will clearly be shown in the CPM and tracked for internal progress and external review periods. The CPM will be presented as a discussion item at each Project Development Team (PDT) meeting. Other managerial duties include keeping the Project History file up to date.

#### Task 1.1. General Project Management

This task will include ongoing project management activities, including invoicing, coordinating subconsultant activities and submittals. Thomas will organize and maintain project files and records to track correspondence, contractual matters, data requests, transmittals and other project data.

#### Task 1.2. Coordination/Meetings

Mark Thomas will coordinate design activities with consultant team members and stakeholders through regular communication via telephone calls, emails and other correspondence. Stakeholder coordination will include Caltrans, utility owners, and potentially other individuals. Mark Thomas will attend (either in person or via conference call) 30 minute bi-weekly check-in meetings with the City and will prepare and distribute conversation minutes and action items list, as necessary. It is assumed these meetings will begin at the start of the project Nov 2021 and continue until April 2024.

Mark Thomas will lead thirty (30) Project Development Team (PDT) meetings. PDT meetings will include representatives from the City, Caltrans, and other stakeholders as appropriate and as directed by the City. This task includes preparation

of agendas, meeting minutes, log of action items, data request log, and design decision log. The project Critical Path Method (CPM) schedule identified below will be distributed and reviewed during PDT meetings.

### **Task 1.3. Project Management Plan**

Mark Thomas will prepare and distribute a Project Management Plan (PMP) consistent with Caltrans policies. The PMP will be prepared within one month of the start of the project and will be reviewed at a PDT meeting. Mark Thomas will update the plan on a quarterly basis in conjunction with City staff. The PMP will include a Risk Management Plan that will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report. Risks identified in the PID phase will be retired as appropriate and new risks added as identified. The Risk Management Plan is a tool to be used to keep the City and Caltrans informed of risks and what efforts can be utilized to reduce risks and costs.

### **Task 1.4. Project Schedule**

Mark Thomas will prepare, update, maintain and distribute a Critical Path Method (CPM) schedule on a monthly basis. The project schedule will include design activities, major milestones, quality control activities and agency review times. Mark Thomas will submit an updated electronic progress schedule on a monthly basis. Mark Thomas will notify the City of impacts that may affect schedule milestones in a timely manner. The initial project schedule will be prepared for and approved by the City at the outset of the project.

### **Task 1.5. Progress Reports**

Mark Thomas will prepare monthly invoices including a monthly progress report which will be included as part of the monthly invoice package

### **Task 1.6. Quality Management Plan**

Mark Thomas will prepare a project-specific Quality Management Plan to identify the quality control/quality assurance procedures and deliverables to be reviewed. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City.

#### **TASK 1 DELIVERABLES:**

- Project Management Plan
- Project Schedule
- Quality Management Plan
- Coordination & Administration
- Meeting notes and agendas
- Monthly Invoices and Progress Reports

#### **GENERAL ASSUMPTIONS:**

- All deliverables will be in electronic format

## **TASK 2. ENGINEERING DEVELOPMENT**

### **Task 2.1. Data Collection/Permit Applications**

Mark Thomas will obtain existing and previously documented information for features of the proposed project and collect pertinent information including encroachment permits from Authority, Caltrans and local jurisdictions, and perform field reconnaissance when necessary. Mark Thomas shall be responsible for obtaining the necessary encroachment permits for the field reconnaissance and the following available information, but not limited to:

- Approved PSR/PDS
- Approved Preliminary Environmental Analysis Report (PEAR)
- Technical studies included in the approved PSR/PDS)
- Recent traffic and additional counts (Authority, Caltrans, and Local Agencies)
- Aerials of project area
- Preliminary project plans/profiles
- Existing roadway geometrics and intersection configuration
- As-built plans obtained during the development of the PSR/PDS
- Any other information/documentation used to support the PSR/PDS
- Any available topographic, digital terrain mapping, or GIS information

### **Task 2.2. Aerial Topographic Mapping/Supplemental Survey**

Mark Thomas will obtain the necessary permits to perform aerial topographic mapping. The aerial topographic mapping will cover all areas of the proposed improvements and also provide sufficient data to support preparation of the Project Report and Environmental Document. Topographic mapping will be provided from aerial photogrammetry. Planning-level topography will be compiled in accordance with Caltrans Photogrammetric Mapping standards. Field quality control surveys will be run and analyzed to demonstrate surveying and mapping conformance to Caltrans accuracy standards and specifications. Caltrans shall designate the existing horizontal and vertical control monuments that are to be the basis of performed surveys. Caltrans shall provide the California Coordinate System values and/or elevation values for these monuments. Mark Thomas shall adjust performed surveys to the designated control monuments and their values. The limits of topographic mapping assumed for this scope of work extend from P.M. R31.8 to P.M. R32.8, to a width of 500 feet from the right of way line in each direction. Similarly, topographic mapping will extend along the local streets and interchanges where improvements are included as depicted in the PSR- PDS for the project. Two (2) days will be reserved for supplemental field surveys. Two (2) days of traffic control are reserved for work within Caltrans right of way for this effort.

The aerial survey and supplemental topography will be compiled into an Electronic Base Map and include a Digital Terrain Model (DTM) from which contours will be generated. The electronic base map will:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Include control points
- Delineate planimetric features
- Include above-ground utilities

### **Task 2.3. Geometric Development**

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GADs) for Caltrans review and approval for up to three (3) interchange alternatives. The purpose of the GAD is to identify geometric design features, environmental impacts, right of way footprint and necessary design exceptions. The GAD will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA&ED phase but may need to be refined with additional survey data during final design phase. A Design Information Bulletin 78 design checklist will be submitted with the GADs. The checklist documents conformance with applicable design standards.

### **Task 2.4. Design Standard Decision Document**

During development of GADs, Mark Thomas will identify features that do not meet current Caltrans Design Standards as outlined in the latest version of the Caltrans Highway Design Manual. For the identified design exceptions, Mark Thomas will prepare a Design Standard Decision Document (DSDD), in accordance with the latest Caltrans District 8 template.

### **Task 2.5. Construction Staging/Traffic Handling**

Webb will develop conceptual construction staging/traffic handling plans to verify constructability and feasibility of traffic handling for the project build alternatives. The purpose of the concept plans are to minimize reduction of the operational capacity of the existing freeway mainline and Harley Knox Boulevard during construction. Detour concepts that will minimize disruption and impacts to local traffic circulation will be included in the construction staging and traffic handling concept that focuses on the widening of Harley Knox Boulevard and the interchange ramp construction.

### **Task 2.6. Transportation Management Plan**

Webb will prepare the TMP for the Project build alternatives in accordance with the Caltrans Transportation Management Plan Guidelines (latest edition). The TMP shall identify methods for minimizing Project-related traffic delays and accidents by implementing effective traditional traffic handling practices.

### **Task 2.7. Structure Advance Planning Studies**

Based on the build alternatives presented in the approved PSR-PDS, Mark Thomas will prepare Structure Advance Planning Studies (APSS) for the Harley Knox Overcrossing, the Harley Knox Overhead, and non-standard retaining walls. Three non-standard walls are anticipated. A total of nine APSS will be completed, three APSS for each bridge widening (one APSS for every interchange alternative) and one APSS for each non-standard wall. Each APSS will consist of one plan sheet showing the basic structure layout, items of work and square foot cost estimate. The APSS and APSS Design Memo will document the structure alternative strategies considered, construction staging, falsework needs, proposed aesthetics, constructability, necessary retrofit and structure upgrades, and foundation type assumed. An APSS checklist will also be included. The APSS will follow Caltrans Memo to Designer manual and the OSFP Information and Procedure guide. Existing bridge as-built plans and Bridge Inspection Reports (BIR) will be reviewed. The APSS will be submitted to Caltrans for review and comment. It is assumed that one round of Caltrans comments will be addressed. The approved APSS will be included as part of the Project Report.

### **Task 2.8. Utility & Right of Way Coordination**

Utilities: Webb will utilize previous studies (e.g., preliminary utility investigation) to build on the analysis for utility



impacts. Contacts will be made with each utility company affected and a preliminary determination of relocation requirements and responsibilities will be made. Webb will utilize the preliminary utility investigation to establish a detailed scope, schedule, and estimated cost of utility relocation and/or impacts for the build alternatives. This work will also identify low- and high-risk utility areas within the Project limits. Webb will identify any potentially affected utility areas which may be subject to the requirements of the California Public Utility Commission General Order 131-D. Utility potholing is not included as part of this scope of work.

**Right of Way:** Existing right of way lines and centerlines will be plotted from record information to depict the land net and centerline alignment on the plans. Based on the preliminary geometric plans, right-of-way acquisition delineation shall be prepared for each alternative on appropriate base mapping. Each parcel potentially affected shall be reviewed to assess the degree of impact and the likely project impact (full take, partial take, severance, relocation assistance, etc.).

Mark Thomas and the City will coordinate on the valuations for right-of-way acquisitions. Individual parcel maps, preliminary title reports, appraisals, right-of-way acquisition negotiations, property surveys, and other acquisition activities are not included as part of this Scope of Work.

**Right of Way Data Sheets:** A Right of Way Data Sheet will be prepared for each alternative to document costs related to the right of way needs in accordance with the Caltrans Right of Way Manual, Chapter 4, "Estimating."

### **Task 2.9. Conceptual Drainage Study**

A field reconnaissance of the drainage facilities within project limits will be performed. Impacts on and replacement of these facilities shall be analyzed and included in the project cost estimate. Interchange drainage will be reviewed to assess the adequacy of the drainage systems. Freeway, County, and City drainage systems (including pump stations) will be reviewed and the impacts of the proposed alternatives on these facilities will be studied. Necessary replacements and/or improvements including incorporation of Water Quality Best Management practices will be reflected in the project cost estimates. Two meetings will be held with Riverside County Flood Control and Water Conservation District (RCFC&WCD) and Caltrans. The first meeting will introduce the project and request existing hydrology, hydraulics, master plan information, and any relevant information related to the Line-B System. The second meeting will discuss the results of the analysis and discuss the proposed alternatives. No submittals for review by RCFC&WCD is included in this PA/ED scope of work. The level of effort for this task assumes that RCFC&WCD will supply the County adopted flow rates for the Line-B System, with Control Water Surface Elevations and Committed Water Surface Elevations in the form of an existing hydraulics file for the channel in electronic (WSPG-W) format.

### **Task 2.10. Storm Water Data Report**

The Storm Water Data Report (SWDR) will summarize the storm water quality issues of the project and each alternative. The SWDR will consist of a cover sheet, storm water data information, checklists, and attachments. The SWDR will summarize how the project will address temporary, permanent, and treatment BMPs for each alternative. The SWDR will be approved by obtaining the signatures of the Project Engineer who prepared the SWDR and Caltrans' Project Manager, District Storm Water Coordinator, Maintenance Representative, and District Landscape Architect.

## Task 2.11. Preliminary Geotechnical Reports

**Structure Preliminary Geotechnical Reports for Bridges:** EMI will prepare two Structure Preliminary Geotechnical Reports (SPGR), in accordance with the Caltrans Guidelines ( one SPGR for Harley Knox Overcrossing and one SPGR for Oleander Overhead). An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data obtained from the as-built log-of-test-boring sheets. EMI will provide preliminary seismic design parameters (acceleration and response spectrum) using the latest Caltrans web-based seismic design criteria. Using the soil profile, EMI will provide preliminary foundation types for the proposed bridge widenings.

**Structure Preliminary Geotechnical Reports for Non-Standard Retaining Walls:** EMI will prepare a SPGR for each non-standard retaining wall APS (3 total assumed), in accordance with the Caltrans Guidelines. An idealized soil profile for foundation evaluation will be developed based on the existing subsurface data obtained from the as-built log-of-test-boring sheets of Harley Knox Overcrossing and Oleander Overhead. Using the soil profile, EMI will provide preliminary foundation recommendations for the proposed retaining walls.

**Preliminary Materials Report:** EMI will prepare a Preliminary Materials Report (PMR) to provide pavement structural sections, corrosion potential of on-site soils and culvert materials requirements. The evaluation will be based on a review of available existing subsurface data and will not include field investigations, borings or laboratory testing. EMI will follow Caltrans pavement design procedure using traffic indices and pavement design lives provided by the Civil Designers. Information on existing pavement sections will be based on the Typical Section Sheets provided by the Civil Designers. Recommendations for rehabilitation of existing pavements will not be included in this report. The calculated pavement sections will be used by the Civil Designers to perform a pavement Life Cycle Cost Analysis (LCCA).

**District Preliminary Geotechnical Report:** EMI will prepare a District Preliminary Geotechnical Report (DPGR) documenting the site geotechnical and geologic conditions. The DPGR will include topography, geology and identification of potential geologic hazards, liquefaction potential and general mitigation measures with respect to geologic and seismic hazards for input to the environmental document. EMI will also address stability and settlement of proposed roadway embankments. The evaluation will be based on a review of existing subsurface data and will not include field investigations, borings or laboratory testing.

## Task 2.12. Life Cycle Cost Analysis

Mark Thomas will complete a Life Cycle Cost Analysis to compare the life-cycle costs of different pavement types and design strategies including: 1) Pavement types (flexible, rigid, or composite and 2) Pavement design lives comparisons (e.g., 20 vs. 40 years). LCCA will be performed and documented, using the procedures and data in the Caltrans LCCA Procedures Manual.

## Task 2.13. Value Analysis

VMS will be conducting Value Analysis (VA) study to comply with NHS VA mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers. The scope of the work shall include, but is not limited to, the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Mark Thomas will provide (2) Sr. Technical Managers to participate as part of the VA Team. Caltrans/City will provide other VA Team members.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this Task Order.
- Ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed, and distributed.
- Facilitate VA Team Meetings.

### **Task 2.14. Cost Estimate**

Mark Thomas will prepare quantities and unit costs for the build alternative and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs.

#### **TASK 2 DELIVERABLES:**

- Draft/Final GADs w/ DIB 78 Checklist
- Digital Terrain Modeling (DTM)
- Draft/Final DSDD
- Draft/Final Construction Staging/Traffic Handling Plans
- Draft/ Final TMP
- Advance Planning Studies for structure widening and non-standard retaining walls
- Right of way boundaries delineated on geometric plans
- Preliminary right of way requirements delineated on geometric plans
- Preliminary utilities involvements delineated on geometric plans
- Right of Way Data Sheets for each build alternative
- Identification of major drainage improvements on geometric plans
- Draft/Final Conceptual Drainage Study
- Draft/Final Storm Water Data Report
- Draft/Final Preliminary Geotechnical Reports
- Draft/Final Life Cycle Cost Analysis
- Draft/Final VA Study Report
- Draft/Final Cost Estimate

#### **ASSUMPTIONS/EXCLUSIONS**

- All access to the site will be provided at no cost to Mark Thomas
- Monument preservation is not included
- Right of way retracement is not included
- A Record of Survey is not included
- No underground locations (potholing) are included in this scope of work
- Design Level Foundation/Geotechnical Materials Reports are not included in this scope of work

## TASK 3. ENVIRONMENTAL DOCUMENTATION

### Task 3.1. Base Maps for Environmental Studies

Mark Thomas will prepare base maps for use in the environmental studies and to establish environmental baseline data in a manner compatible with engineering and topographic mapping. Mark Thomas shall develop Project Vicinity and Project Location Maps, as well as a set of maps that clearly shows the location and features of each alternative under consideration. Additionally, base mapping of the environmental components/data to be included in the GIS database will be developed. These components/data include Section 4(f) resources, historic properties, 100-year floodplain, hazardous materials sites, sensitive visual features, land uses and right-of-way, and noise receptors. Data from publicly available sources will be used as a starting point and adjusted, where appropriate, based on field surveys and observations.

### Task 3.2. Issuance of Environmental Notices/Public Scoping Meeting

The purpose of this task is to initiate the environmental processes, identify the appropriate environmental document, and notify the affected agencies and public that the environmental process is underway. The Caltrans Standard Environmental Reference (SER) will be followed in preparing the California Environmental Quality Act (CEQA) notices and initiating the scoping process. The following items will be prepared.

**Notice of Preparation (NOP):** ICF will prepare a draft NOP using the CEQA Initial Study (IS) Checklist. The NOP will include a summarized project description, project map, the CEQA IS Checklist, and brief answers to the checklist questions based on existing available information. No new information is assumed to be developed in completing the checklist. Because it is anticipated that an Environmental Impact Report/Environmental Assessment (EIR/EA) will be prepared, detailed answers to the checklist questions will not be developed. Rather, the responses will be brief and will indicate the anticipated range of potential impacts of the proposed project that will be addressed in the EIR/EA. We will provide the Draft NOP to the City and Caltrans for review. It is assumed that no more than three build alternatives will be addressed in the NOP. Based on comments received, ICF will revise the documents and submit the final NOP and distribution list to Caltrans for approval.

The NOP will be submitted electronically to the State Office of Planning and Research (State Clearinghouse), and via certified mail to elected officials, affected agencies, interested groups, and property owners/occupants within 1,000 feet of the project (or as determined by the project team). It is assumed that the property ownership/master distribution list will be provided by Mark Thomas' right of way consultant. As part of this task an initial purpose and need and project description will be prepared, and logical termini will be reviewed to confirm that the project meets the requirements for logical termini.

#### *Subtask Deliverables:*

- Draft and Final NOP with brief Initial Study (CEQA Checklist)
- Draft and Final distribution list

**Responses Received on the NOP:** All written responses received related to the NOP will be tracked and shared with the PDT. These responses will be taken into consideration when preparing the technical studies and environmental

document. No responses will be prepared to the comments received as this is not required; they will, however, be considered when preparing the environmental document.

*Subtask Deliverable:*

- NOP received responses tracking matrix

**Prepare for and Conduct Scoping Meeting:** A (one) CEQA virtual public scoping meeting will be conducted to inform the public and responsible agencies about the proposed project and the environmental process, and to solicit input from agencies and the public regarding the alternatives to be evaluated in the EIR and environmental parameters and potential impacts to be assessed in the EIR. It is assumed that the scoping meeting will be virtual. A draft and final public scoping meeting notice will be prepared for publication in newspapers (i.e., one English and one Spanish language newspaper) as agreed upon by the PDT.

*Subtask Deliverables:*

- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language meeting to occur simultaneously)
- Prepare a written summary of written comments received during the scoping meeting
- Prepare all slide deck, script, recorded presentation, etc.
- Conduct and document virtual environmental scoping meeting
- Documentation of attendance/attendees
- Project Distribution/Mailing List (provided by Mark Thomas' right of way consultant)
- Coordinate posting of public information documents to agency website
- Draft and Final scoping meeting notice (English and Spanish)
- Publish meeting notices twice each (four total) in newspapers as identified by the PDT (i.e., one English and one Spanish newspaper)
- Summary of Public Scoping Meeting document

*Subtask Assumptions:*

- Three staff from the environmental consultant team, including the Environmental Lead, will participate in the virtual public meeting
- No in-person scoping meeting is assumed
- The City and/or Caltrans will provide any project website development and maintenance, if a website is desired for the project
- The City will be responsible for providing accommodations for special needs
- The City will retain a court reporter for the meeting, if needed
- The meeting notices will be published twice in no more than two newspapers each (i.e., one English and one Spanish newspaper)

**Confirm Alternatives to Carry Forward for Evaluation in the Technical Studies and Environmental Document:** Based on the written responses received on the NOP, the consultant team will work with the City and Caltrans to confirm if any new alternatives are identified as a result of the public scoping process that should be incorporated into the project. However, it is assumed that, working with the project team, no additional alternatives will be identified.

*Subtask Assumptions:*

- No additional build alternatives will be identified beyond those included in the project's approved PSR-PDS.

### **Task 3.3. Technical Studies**

Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans SER website, Caltrans *Project Development Procedures Manual*, local and state CEQA Guidelines, and FHWA Technical Advisory 6640.81 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those studies are initiated. It is assumed that the technical studies will evaluate no more than three Build Alternatives.

Only those technical studies identified in this scope of work are assumed or included. Any other technical studies or efforts are assumed to be not required or addressed/prepared by others. For this scope of work, the technical studies for which a specific scope of work has been included have been assumed based on a review of existing project information and a preliminary review of the project site. If additional studies are identified during the environmental phase of the project a scope of work and cost will be submitted for approval by the City prior to their initiation.

For each technical study, the following submittals are assumed (additional submittals would be considered out of scope):

- Draft Technical Study (electronically to City and then to Caltrans)
- Revised Draft Technical Study (electronically to City and Caltrans)
- Final Technical Study for approval (electronically to City and Caltrans; assumes no further comments)
- Final approved Technical Study for file (electronically to City and Caltrans)

The following general assumptions have been made with regard to the technical studies (assumptions specific to each respective technical study are provided in the subsequent sections below that describe each technical study).

- A maximum of three build alternatives will be evaluated.
- NEPA/404 integration process will not be required.
- Section 4(f) or 6(f) resources will not be encroached upon by the project and no Section 4(f) or 6(f) resources will require evaluation.

#### **Task 3.3.1. Traffic Analysis**

**Traffic Analysis Approach and Methodology Technical Memorandum:** For a project scoping process, Fehr & Peers will prepare a Methodologies and Assumptions Memorandum for City of Perris and Caltrans to approve. This memorandum will describe the following:

- Study intersections;
- Baseline traffic data approach;
- Analysis procedures and assumptions;

- Traffic forecasting methodology and tools; and
- General approach to preparing the Traffic Operations Analysis Report (TOAR)

During the project scoping process, Fehr & Peers propose to work with the City and project team to review potentially viable alternatives that should be carried forward in the PA/ED process. This could also include coordination with an early Value Analysis effort for the project. Up-front interchange layout considerations could reduce the number of viable alternatives to be carried out throughout PA/ED. The scope assumes three project alternatives (the no-build alternative and two build alternatives).

**Data Collection and Existing Conditions Analysis:** This scope of services assumes analysis at up to the following four intersections:

1. I-215 / Van Buren Boulevard Southbound Ramps
2. I-215 / Van Buren Boulevard Northbound Ramps
3. Harvill Avenue / Harley Knox Boulevard
4. I-215 / Harley Knox Boulevard Southbound Ramps
5. I-215 / Harley Knox Boulevard Northbound Ramps
6. Western Way / Harley Knox Boulevard
7. I-215 / Cajalco Expressway (Ramona Expressway) Southbound Ramps
8. I-215 / Cajalco Expressway (Ramona Expressway) Northbound Ramps

Due to COVID-19 related traffic patterns, it may not be appropriate to collect baseline traffic count data from the field until traffic patterns return to "normal." Fehr & Peers will work with the project team to develop the best approach to developing counts (either from using previous counts completed for other traffic studies, use of big data, or actually collecting counts if conditions have returned to a post-pandemic level). Our scope and fee assumes the collection of traffic counts at all eight study intersections during the AM and PM peak hours. Additionally, our traffic counts will include vehicle classification counts and pedestrian/bicycle counts for incorporation into the assessment.

This scope of services assumes analysis of the following freeway locations. Counts will be collected from Caltrans PeMS database:

1. Southbound:
  - a. I-215 merge from Van Buren
  - b. I-215 basic between Van Buren and Harley Knox
  - c. I-215 diverge to Harley Knox
  - d. I-215 basic between the Harley Knox ramps
  - e. I-215 merge from Harley Knox
  - f. I-215 basic between Harley Knox and Ramona Expressway/Cajalco Expressway
  - g. I-215 diverge to Ramona Expressway/Cajalco Expressway
2. Northbound
  - a. I-215 merge from Ramona Expressway/Cajalco Expressway
  - b. I-215 basic between Ramona Expressway/Cajalco Expressway and Harley Knox
  - c. I-215 diverge to Harley Knox

- d. I-215 basic between the Harley Knox ramps
- e. I-215 merge from Harley Knox
- f. I-215 basic between Harley Knox and Van Buren
- g. I-215 diverge to Van Buren

Finally, this scope assumes roadway segment and vehicle classification counts at the following locations that will be used to supplement the air quality assessment:

1. Harvill Avenue north of Harley Knox Boulevard
2. Harvill Avenue south of Harley Knox Boulevard
3. Western Way north of Harley Knox Boulevard
4. Western Way south of Harley Knox Boulevard
5. Harley Knox Boulevard west of I-215
6. Harley Knox Boulevard east of I-215

**Traffic Volumes Report:** The most current information available will be used to prepare traffic forecasts for this project. It is anticipated that RIVCOM, the updated version of RIVTAM consistent with the SCAG 2020 RTP/SCS, will be available for use in this project for traffic forecasting for project Opening Year and Design Year scenarios. A review of land use in the surrounding study area will be prepared and confirmed with City of Perris.

Fehr & Peers will develop the Design Year forecasts by applying the growth factor calculated from the base year and future year models to the existing traffic volumes. The Opening Year forecasts will be developed using interpolation between existing and Design Year volumes. Given the nature of this project as an operational improvement, Fehr & Peers anticipate the same set of volumes to use for No Build and Build alternatives.

The AM and PM peak hour and daily volumes will be developed at the study intersections and freeway analysis locations during both Opening Year and Design Year conditions.

**ICE Step 2:** Fehr & Peers will evaluate the project in accordance with Caltrans Traffic Operations Policy Directive 13-02: Intersection Control Evaluation. This analysis will be performed at the I-215 ramp intersections with Harley Knox Boulevard. Step 2 (full assessment) will be performed at the proposed intersections. Fehr & Peers has budgeted to respond to one of comments and resubmit the document as final.

**Traffic Operations Analysis Report (TOAR):** The TOAR will provide summary and conduct operations analysis at study locations for study scenarios, as well as complete a safety review and VMT assessment.

**Traffic Operations Analysis:** This scope of services assumes that Fehr & Peers will conduct intersection capacity assessment using the Synchro/SimTraffic software intersection analysis. This scope of services also assumes freeway mainline capacity analysis using our HCS compliant spreadsheet tool. Fehr & Peers will conduct the AM and PM peak hour LOS analysis at the study intersections and freeway mainline segments during the following scenarios:

- Existing conditions
- Opening Year No Build Alternative
- Opening Year Build Alternative 1



- Opening Year Build Alternative 2
- Design Year No Build Alternative
- Design Year Build Alternative 1
- Design Year Build Alternative 2

This scope assumes that delay and level of service will be reported at all intersections. Queuing estimates will be provided for movements along Harley Knox Boulevard and at all off-ramps.

This scope assumes up to 20 hours of build alternative failure testing to identify the two preferred design alternatives.

**Safety Analysis:** This scope assumes a typical safety review of Caltrans TASAS data for existing conditions but does not assume safety impact analysis.

**VMT Assessment:** To comply with the SB 743 requirement, Fehr & Peers will prepare a VMT assessment utilizing either the available traffic model and/or the NCST calculator. Fehr & Peers will write up a summary of the assessment as a separate chapter of the TOAR. This scope does not include mitigation measures.

**Documentation:** Fehr & Peers assumes two rounds of draft submittal, review and comments from Caltrans. Fehr & Peers will respond to two rounds of consolidated comments and submit the Final Document.

### **Task 3.3.2. Scoping Questionnaire for Water Quality Issues**

Per the Caltrans template and guidance for the Scoping Questionnaire for Water Quality Issues (SWQWI), which is assumed to be sufficient for this project, the SWQWI will be prepared. If a full Water Quality Assessment is required for the project, then a scope and fee for this effort would be provided to the City for approval prior to initiating this effort. The SWQWI will consist of:

- Identifying existing conditions to include surface water and groundwater resources within the project area and their water quality health, and describing water quality impairments and beneficial uses;
- Identifying potential water quality impacts/benefits associated with the proposed project and discussing impacts and benefits but will not assess significance, per Caltrans guidance; and
- Identifying temporary (construction) impacts.

Using the Caltrans SWQWI annotated outline, the existing site conditions and potential impacts/benefits of the project will be documented for both operation and construction. It is assumed that Mark Thomas will prepare and provide Stormwater Data Report and provide those to ICF for use in preparing the SWQWI.

#### *Subtask Assumptions:*

- A full Water Quality Assessment is not assumed or included.

#### *Subtask Deliverables:*

- Draft SWQWI
- Final SWQWI

### **Task 3.3.3. Noise Study Report**

ICF will assess the noise impacts associated with implementation of the proposed project. The noise analysis will be presented in a Noise Study Report (NSR) consistent with the procedures and requirements specified by FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol) and will be prepared to satisfy the requirements of NEPA and CEQA.

ICF noise staff will identify noise sensitive land uses and other features using platforms such as Google Earth prior to the field survey. ICF will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this project to ensure that all requirements are addressed. A Noise Study Work Plan will be prepared for Caltrans review and approval prior to initiating the noise work.

Existing noise conditions in the project area will be quantified based on noise measurements conducted at locations along the project alignment. Short-term monitoring (10 to 15 minutes) will be conducted during daylight hours at selected locations in the project area at up to eight (8) locations. Long-term monitoring (24 hours or more) will be conducted provided a safe and secure location can be identified to leave a long-term sound level meter in the project area at two (2) locations.

ICF will conduct traffic noise modeling of one Build alternative and the No-Build alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided by the project traffic engineer. This scope assumes that the project engineer will provide 3-D Computer Aided Design (CAD) topographical maps, with elevation contours at no greater than 2-foot resolution, that extend at least 500 feet outside of the right-of-way in all directions. TNM will be used to model worst hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year build and no build conditions the proposed project. This scope also assumes that the project engineer will provide as-built plans as well as typical cross sections, alignment files, and design files for all project improvements.

Traffic noise impacts of the proposed project under 23CFR772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design-year conditions that approach or exceed the FHWA noise abatement criteria or if implementation of the project is predicted to result in a substantial traffic noise increase (12 dB increase relative to the existing) at noise-sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by decision makers in considering noise abatement. ICF will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation and/or direction included in Caltrans Standard Specifications.

ICF will prepare a NSR addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and following the NSR format indicated in the Caltrans Annotated Noise Study Report Annotated Outline. Should impacts be identified, the NSR will include a preliminary noise abatement design to schematically identify the location, height, and extent of noise barriers needed to abate noise impacts (if applicable). In accordance with Protocol guidance, the description of noise walls will be sufficient for environmental review of the proposed project, but not for final design of the walls.

*Subtask Assumptions:*

- Short-term monitoring (10 to 15 minutes) will be conducted at up to eight (8) locations.
- Long-term monitoring (24 hours or more) will be conducted at two (2) locations.

*Subtask Deliverables:*

- Noise Study Work Plan
- Draft NSR
- Final NSR
- Soundwall Surveys

**Task 3.3.4. Noise Abatement Decision Report**

Based on a review of the project site, land uses surrounding the project site appear to be industrial or commercial in nature. Therefore, based on the guidance in the Caltrans Protocol, it is possible that soundwalls that considered in the NSR may be found to be feasible. Should soundwalls be identified, a Noise Abatement Decision Report (NADR) will be prepared to analyze the reasonable allowance for any barriers and respective barrier heights which meet the feasibility requirement and design goal discussed in the NSR.

The NADR will summarize reasonableness cost allowances for barriers determined to be feasible in the NSR and compare these allowances to the construction cost estimates for each barrier height to identify any reasonable barrier and the barrier heights to be included as abatement as part of the project. This scope assumes that all cost estimates for feasible walls will be provided by Mark Thomas. Comparisons between the reasonable cost allowances and construction cost estimates will be used to identify the preliminary cost reasonableness of barriers. Any barrier found to be reasonable will be identified and recommended as abatement as part of the project.

As part of the NADR process, the PDT will coordinate to prepare noise barrier surveys and conduct the survey process to determine the viewpoints of benefited receptors with respect to any walls (i.e., whether owners and residents support or oppose any recommended noise barriers) included as abatement as part of the project. These surveys will take place during public review period for the Draft EIR/EA and will be included as part of the final decision in the Final EIR/EA.

*Subtask Assumptions:*

- All cost estimates for feasible walls will be provided by the Mark Thomas

*Subtask Deliverables:*

- Draft NADR
- Final NADR

**Task 3.3.5. Visual Impact Analysis Memorandum**

Based on the anticipated level of potential impact, and as determined by completing the California Department of Transportation's (Caltrans') Visual Impact Assessment Guide, it is assumed that a Visual Impact Analysis Memorandum (VIAM) will be prepared for the project. The analysis will be performed using methods and protocol developed by FHWA and adopted by the Caltrans and will utilize Caltrans' VIAM template. ICF will conduct a desktop review using Google

Maps and Google Street View to assess existing visual resource conditions in the project area, identify notable visual resources, and determine the visual quality of the project area. The analysis will define visual resources within the project area and will evaluate and briefly describe the existing visual quality and character, viewer groups and viewer responses, and potential impacts to visual resource caused by the proposed project, including any proposed mitigation measures.

*Subtask Assumptions:*

- Preparation of a visual analysis study beyond a VIAM is not assumed or included.
- Viewshed Mapping and Key View Analysis is not assumed to be needed included.
- Photosimulations are not assumed to be needed or included.

*Subtask Deliverables:*

- Draft VIAM
- Final VIAM

### **Task 3.3.6. Air Quality Study**

The proposed project is located within the South Coast Air Basin region of Riverside County. The proposed project is within a nonattainment area for the federal 8-hour ozone ( $O_3$ ), lead, and particulate matter less than 2.5 micrometers in diameter ( $PM_{2.5}$ ) standards and within an attainment/maintenance area for the federal carbon monoxide (CO), nitrogen dioxide ( $NO_2$ ) and particulate matter less than 10 micrometers in diameter ( $PM_{10}$ ) standards. Therefore, the proposed project is subject to Transportation Conformity.

The air quality technical report will provide the following discussions and analyses:

- **Regulatory Setting and Existing Conditions.** Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed project and describe the location of sensitive receptors in the project vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the project area and explain how those conditions are affected by local climate and topography.
- **Regional Conformity.** Evaluate whether the project meets regional transportation conformity requirements by determining whether it is included, as currently defined, in the most recent Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and Federal Transportation Improvement Program (FTIP) prepared by the Southern California Association of Governments (SCAG).
- **Project-Level Conformity.** Evaluate whether the project meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
- **Localized Carbon Monoxide Hot Spot Analysis.** Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
- **Localized  $PM_{2.5}/PM_{10}$  Hot Spot Analysis.** The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local  $PM_{2.5}$  and  $PM_{10}$  concentrations. ICF will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then

forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). ICF will lead the TCWG interagency consultation on behalf of the Project Sponsor. Based on our review of the proposed Project Description, it is assumed that the project will not be considered a Project of Air Quality Concern (POAQC), and that a screening-level PM conformity analysis will be sufficient.

- **Evaluation of Construction-Period Emissions.** A quantitative construction analysis will be performed to evaluate regional and localized mass emissions. Based on preliminary construction scheduling and phasing information, construction emissions will be quantified using the Road Construction Emissions Model.
- **Evaluation of Operations-Period Mass Emissions.** Regional criteria pollutant emissions will be quantified using project-level vehicle miles traveled (VMT) and current EMFAC emissions factors (with ARB SAFE Rule adjustment factors). In order to accomplish this scope item, ICF must receive project-level VMT for existing condition, no-build condition for the opening year and horizon year and build alternative conditions for the opening year and horizon year for each build alternative.
- **Mobile Source Air Toxics.** Evaluate proposed project-related mobile source air toxics (MSATs) emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed in NEPA documents. It is assumed that a quantitative analysis can be prepared.
- **Climate Change/Greenhouse Gas Emissions.** A quantification of operational-period greenhouse gas (GHG) emissions associated with implementation of the proposed project will be conducted. Operations-period GHG emissions will be quantified using regional daily VMT; and current EMFAC emissions factors. ICF will present a comparison of GHG emissions under the Build Alternatives and the No-build Alternative to characterize effects of the proposed project on GHG emissions. The analysis of climate change also will also incorporate the most recent guidance found on the Caltrans SER and Caltrans annotated outline. Construction GHG emissions will be quantified using the Road Construction Emissions Model.
- **Mitigation Measures.** ICF will develop mitigation measures, where applicable, to address significant air quality impacts, if present.

*Subtask Assumptions:*

- The proposed project is accurately accounted for in the RTP/FTIP.
- The proposed project will not be considered a POAQC.
- A screening-level PM conformity analysis will be sufficient.

*Subtask Deliverables:*

- Draft Air Quality Report
- Final Air Quality Report
- Supporting Documentation including backup data/documentation for the air quality model runs

### **Task 3.3.7. Air Quality Conformity Report**

Under NEPA assignment, the federal air quality conformity determination has not been delegated to Caltrans and must be made by FHWA. Following circulation of the environmental document ICF will prepare a separate Air Quality Conformity Analysis using the annotated outline for this report on the SER at the time that the report is initiated and will also prepare the Conformity Checklist based on the checklist that is available on the SER at the time that the Air Quality Conformity Analysis Report is prepared.

*Subtask Assumptions:*

- No public comments will be received during public circulation of the Draft EIR/EA that will require analysis for air quality beyond that already included in the publicly-circulated Draft EIR/EA.

*Subtask Deliverables:*

- Draft Air Quality Conformity Report
- Final Air Quality Conformity Report

### **Task 3.3.8. Paleontological Identification Report/Paleontological Evaluation Report**

Institutional records searches will be requested from the Western Science Center in Riverside County and the Natural History Museum of Los Angeles County to determine if previous fossil localities are known within or near the proposed Project. Paleo Solutions will also review available online databases, literature, and geologic maps to determine the paleontological and geological context of the Project area. The Project area will be mapped onto the highest resolution geologic maps available. A windshield reconnaissance survey will be conducted to check for any native sediments. If present, Paleo Solutions will confirm the geologic units as mapped, record any new fossil localities, and re-evaluate previously recorded fossil localities, if any.

The results of the geologic map review, background research, and survey will be used to evaluate the significance of paleontological resources that may be impacted by Project construction and to perform a paleontology sensitivity analysis using Caltrans' tripartite system. Available construction plans and geotechnical reports will be reviewed to identify the locations and activities where excavations will potentially impact sensitive geologic units.

The results of the paleontological study will be compiled in a combined Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER) that conforms to all requirements outlined in the Caltrans SER Volume 1, Chapter 8 (Paleontology).

*Subtask Assumptions:*

- A Paleontological Mitigation Plan is not included in this scope of work.

*Subtask Deliverables:*

- Draft PIR/PER
- Final PIR/PER

### **Task 3.3.9. Historic Property Survey Report**

The proposed project improvements will be subject to compliance with Section 106 of the National Historic Preservation Act. This requires consideration of potential project effects to historic properties including archaeological and historical resources listed in or eligible for listing in the National Register of Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on behalf of FHWA and requires that documentation conform to specifications contained in Caltrans *Standard Environmental Reference*. Cultural resource studies must be prepared and processed in accordance with the First Amended January 2014 *Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation*

*Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program In California (Section 106 PA).*

A records search will be obtained from the Eastern Information Center, part of the California Historical Resources Information System. This records search will consult California's database of previous studies and previously recorded cultural resources within the proposed project area and within a one-mile radius, per Caltrans guidelines. Historic maps and photographs shall also be reviewed, if available. An Area of Potential Effects (APE) map will be prepared in consultation with the City and Caltrans for obtaining Caltrans approval. The APE map will provide the survey boundaries for cultural resources to be evaluated during project studies. To account for physical effects due to damage, demolition, or vibration, the APE shall be based on the total anticipated disturbance footprint associated with project activities (e.g., road widening/construction, staging areas and other temporary construction easements, detours, drainage facilities, temporary construction activities, and parcels containing impacted structures, if any). It shall also account for potential visual and noise effects beyond the limits of disturbance. The Native American Heritage Commission will be contacted to request a review of its Sacred Lands File. We will coordinate with Caltrans for consultation with Native American groups and other interested parties under Section 106 of the National Historic Preservation Act (for purposes of NEPA), and also pursuant to Assembly Bill 52 (for purposes of CEQA), to request information regarding the types of potential cultural resources in the study area. Consultation will be conducted in accordance with appropriate current state and federal regulations; therefore, Caltrans will conduct the actual consultation with information that is prepared and provided by ICF.

Following completion of the record search/review, a field survey of the APE will be conducted for archaeological resources. This scope of work assumes that no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required. We anticipate that an Archaeological Survey Report (ASR), with a Finding of No Archaeological Resources Present will be prepared, and no additional documentation will be required.

Based on a preliminary desktop review of the project area, it is anticipated that built environment resources likely to be included in the APE will be exempt in accordance with the Caltrans Section 106 PA or that they are Category 5 bridges that Caltrans has previously evaluated as ineligible for inclusion in the National Register of Historic Places (NRHP) and Caltrans will not require that they be further analyzed. Desktop review will be conducted to confirm that a Historical Resources Evaluation Report (HRER) is not needed. In coordination with the City and Caltrans, letters will be sent to local governments, historical societies, and historic preservation organizations requesting information on historic properties.

Following completion and approval of the APE and detailed reports discussed above, a summary document (the HPSR) will be prepared in accordance with Caltrans/FHWA standards for Section 106 compliance with the National Historic Preservation Act. It is anticipated that the proposed project will result in an HPSR with a finding that no properties eligible for listing on the NRHP or California Register of Historical Resources are present within the project's APE.

*Subtask Assumptions:*

- An HRER is not required.
- The City will be responsible for obtaining access for conducting the surveys.
- No archaeological sites will be identified in the APE.
- No testing and/or evaluation for cultural resources will be required.

*Subtask Deliverables:*

- Draft APE Map
- Final/Signed APE Map
- Draft HPSR, including ASR
- Final HPSR, including ASR

**Task 3.3.10. Phase I Initial Site Assessment**

Group Delta will provide hazardous waste site investigation services for the project and will first prepare one Initial Site Assessment (ISA) Checklist which will include a Site screening for hazardous materials and petroleum products using the Caltrans template. Group Delta will then prepare one ISA report which will include a Site assessment for hazardous materials and petroleum products using the Caltrans ISA Guidance Document. The work will be performed in general accordance with Federal All Appropriate Inquiry (AAI) requirements and American Society for Testing and Materials (ASTM) E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Following is a summary of tasks:

- Review of information provided by client;
- Site reconnaissance to look for indicators of potential hazardous materials;
- Environmental databases search and outreach to various agencies such as Regional Water Quality Control Board, Department of Toxic Substance Control, and other City/county agencies that deal with hazardous materials;
- Interviews with those knowledgeable of the acquisition parcels/project;
- Review selected historical records and mapping including aerial photos and maps; and
- Completing the Caltrans User Questionnaires.

The resulting product will be one ISA report including a discussion of any recognized environmental conditions or areas of concern pertaining to hazardous materials or petroleum products which could impact the project. The report will also include the site location map, site visit notes, User Questionnaire, an environmental database search report, historical topographic maps and aerial photographs, and selected photographs from the site reconnaissance. Group Delta will also provide recommendations for additional site investigation, if warranted.

**Task 3.3.11. Phase II Initial Site Assessment**

**Pre-Field Activities:** The following pre-field activities are proposed as part of the Site Investigations.

- Prior to start of the project, Group Delta will prepare a Site Investigation Work Plan including a health and safety plan (HASP) for the Project. The work plan will be submitted to and approved by Caltrans prior to start of the field work.
- If necessary, Group Delta will obtain an encroachment permit to perform work within public right-of-way (ROW) at the Site. We assume that permitting fees will be waived.
- If necessary, Group Delta will obtain an encroachment permit to perform work within railroad ROW at the Site.

**Aerially Deposited Lead Site Investigation:** The scope will include testing the unpaved areas of the project footprint for aerially deposited lead (ADL) contamination. It is assumed borings will be required by Caltrans for impacted areas along the I-215 mainline, the existing ramps, and Harley Knox Boulevard. Based upon the standard Caltrans sampling frequency of 300 feet on each side of every roadway, it is assumed that no more than 40 borings will be required for the investigation.



Group Delta will develop a work plan to address procedures for sampling and laboratory analysis. Hand augers or limited access direct-push drill rigs will be used and advanced to a maximum depth of up to 3 to 4 feet to collect soil samples. Samples that are sent to the laboratory will be analyzed for lead using the Environmental Protection Agency (EPA) Method 6010B. Samples will also be analyzed via the California Waste Extraction Test (CA-WET) and Federal Toxicity Characteristic Leaching Procedure (TCLP), only as necessary.

Group Delta will perform statistical analysis of the results using the 95% upper confidence limit (UCL) on the mean by using the EPA Pro-UCL computer program. The soil will be classified in accordance with hazardous waste criteria and Caltrans soil classifications. Group Delta will prepare a detailed report summarizing the findings of the investigation. The report will contain a description of the field activities and summary of the laboratory results, a statistical analysis of the results, conclusions and recommendations, tables, and figures, as necessary.

**Railroad Right of Way Site Investigation:** As a component of the project Site Investigation, Group Delta will also perform up to four shallow borings within railroad ROW using a hand auger or direct-push drill rig. Soil samples will be collected to the depth of soil disturbance, but no deeper than 10 ft below ground surface (i.e., 0-0.5 ft, 1.5 ft, 3.0 ft, 5 ft, and 10 ft below ground surface). If significant additional sampling depth intervals or locations are required by Caltrans, additional laboratory costs may be incurred that are not included in the Group Delta cost estimate.

The following analytical suite will be applied to each soil sample:

- Title 22 Metals using EPA Method 6010B/7471.
- Volatile Organic Compounds (VOCs) using EPA Method 8260B.
- Total Petroleum Hydrocarbons (TPH) in the gasoline, diesel, and oil ranges using EPA Method 8015B.
- Polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8310.
- Organochlorine pesticides (OCPs) using EPA Method 8081A.
- Chlorinated herbicides using EPA Method 8151A.
- Samples will be analyzed using the California Waste Extraction Test (CA-WET) or EPA Toxic Characteristic Leaching Procedure (TCLP) using EPA Method 1311 as necessary to determine if soil meets the criteria for hazardous waste.

**Hazardous Materials Surveys:** Group Delta proposes to utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential asbestos containing materials (ACMs) and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential lead-based paint (LBP) and collect samples. Bulk samples of suspect accessible construction materials will be collected and submitted to an independent laboratory for analysis; asbestos will be analyzed via Polarized Light Microscopy (PLM) and lead will be analyzed via Environmental Protection Agency (EPA) Test Method 6010B. We will prepare an ACM and LBP investigation report summarizing our findings.

ACM and/or LBP may be present on the overcrossing and overhead bridges. Because the bridges will be modified or removed, an ACM and LBP investigation for these structures must be performed in order to properly manage and dispose of the bridge's demolition debris.

### Task 3.3.12. Jurisdictional Delineation Report

For Projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW), a formal jurisdictional delineation is required utilizing resource agency standard delineation methods. Aquatic resources within the study area will be delineated utilizing routine on-site methods to ultimately support permit applications. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to precisely delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. For the delineation, current procedures and practices will be utilized in the following publications and agency guidance documents: 2020 Navigable Waters Protection Rule, State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State, USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and standard practices to delineate CDFW lake and stream resources.

The delineation results will be presented in a Jurisdictional Delineation (JD) Report that will identify and quantify the limits of Section 404 wetland and non-wetland waters of the U.S., Section 401 RWQCB and Porter-Cologne wetland and non-wetland waters of the State, and Section 1600 CDFW jurisdictional resources within the study area boundaries. It will also include maps showing the location and limits of potential jurisdictional resources and a photolog that documents site conditions of specific jurisdictional features. The JD Report will not quantify impacts to jurisdiction resources; rather, it will include only total potential jurisdiction for each regulatory agency. Impacts to aquatic resources will be quantified in the Natural Environment Study (Minimal Impacts) [NES(MI)]. The JD Report will be appended to the NES(MI).

#### *Subtask Assumptions:*

- Meetings and coordination with regulatory agencies is not expected to be necessary during the PA/ED phase and therefore, none is included.
- Permit applications and processing (Section 401 Water Quality Certification, Section 404 permit, and Section 1602 Streambed Alternation Agreement), or any associated Habitat Mitigation Maintenance and Monitoring Plan, are not included in this scope of work.
- The NEPA/404 integration process will not be required.

#### *Subtask Deliverables:*

- Draft JD Report
- Final JD Report

### Task 3.3.13. Natural Environment Study (Minimal Impacts)

The project is located within the boundaries of the Western Riverside Multiple Species Habitat Conservation Plan area (MSHCP/Plan) and is a covered activity under Section 7.3.5 of the Plan. The proposed project is not located within an MSHCP-designated amphibian or mammal survey area, core/linkage area, cell, public/quasi-public lands, narrow endemic plants, or criteria survey area, but small portions of the project slightly overlap with an MSHCP-designated burrowing owl survey area. Accordingly, a literature search will be performed, field surveys will be conducted, and an NES(MI) report analyzing potential impacts to biological resources will be prepared. The NES(MI) will be prepared in

accordance with Caltrans SER guidance and will conform to the Caltrans NES(MI) annotated outline that is available at the time that the NES(MI) is initiated. The following tasks will be performed during the preparation of the reports:

**Review of Project Information and Applicable Literature:** A literature review will be conducted to identify special-status species known or reported from the project area. The literature review will include:

- Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS);
- Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the Online Inventory of the California Native Plant Society (CNPS);
- MSHCP; and
- Other available biological studies conducted in the vicinity of the project site.

**Field Evaluation for Biological Resource Constraints:** After reviewing relevant information, the project area will be evaluated with a thorough pedestrian survey covering all project areas relevant to potential biological resource constraints. Detailed field notes will be compiled including conditions, visible disturbance factors, species, habitats, and general biological resources. The project site and adjacent buffer areas will be evaluated regarding the presence, absence, or likelihood of occurrence for special status species, habitats, or general biological resources posing a constraint to the project through applicable laws and regulations. The study area is assumed to be the proposed limits of disturbance plus a buffer ranging from 100 feet (aquatic resources) to 300 feet (special-status wildlife species; 500 feet for burrowing owl).

**Technical Report Preparation:** The NES(MI) will be prepared based on results of the biological surveys, and will describe the following:

- The study methods used in identifying and assessing the biological resources at the project site, the personnel who conducted the studies, contacts made with agencies, and any limitations associated with the study;
- The environmental setting including both the biological and physical setting at the project site;
- The results, including special-status species present on the site, if any, and a discussion of impacts and mitigation, as necessary; and
- The appropriate regulatory requirements and necessary permits, if any.

**Habitat Evaluation and Focused Survey for Burrowing Owl:** Small portions of the alignment lie within the MSHCP-designated survey area for burrowing owl and records are present in the general vicinity. As a result, a burrowing owl burrow assessment followed by protocol owl surveys will be conducted following the MSHCP protocol. The study area for this work is assumed to be the proposed limit of disturbance and a 300-foot buffer with an additional 200-foot buffer to be evaluated visually. Potentially suitable habitat will be mapped to determine survey areas. Once suitable habitat and burrows are mapped, a four-visit focused survey will be performed. The four surveys must be performed between March 1 and August 31. Results of the focused surveys will be included in the NES(MI).

**Habitat Evaluation and Focused Survey for Special Status Plants:** A portion of the project site has open areas that could potentially contain sensitive plant species protected under CEQA but not covered by the MSHCP. The study area for this work will be the proposed project limits of disturbance and a 100-foot buffer. For any special status plants determined to have potential for occurrence, a focused survey will be performed. The survey will occur within the window of April through September to adequately capture the blooming period of the identified species. Results of the habitat

evaluation and focused survey will be provided in the NES(MI). Due to current conditions related to lack of rainfall, ICF will not be responsible if survey results are inconclusive and/or need to be repeated in future years. If additional year(s) of survey are needed this work would be considered out of scope.

**Bat Emergence Survey:** Because the project involves two bridges, qualified bat biologists familiar with the bat species occurring in the project region will survey the proposed project limits of disturbance and a 100-ft buffer to assess suitable habitat that could potentially provide bat roosting or maternity colony habitat. Following a bat habitat assessment at the bridges, and assuming there is suitable crevice habitat present, a bat emergence survey will be conducted utilizing a combination of visual exit counts and acoustic surveys. Two qualified biologists will be stationed at each of the two the bridges within the bat study area to survey for bats. Surveys will begin a half hour prior to sunset and proceed for at least three hours after sunset or until activity has slowed or visibility is lost due to darkness. Pettepson bat recording units will be utilized to record any bats present for identification purposes. The calls will be analyzed by a qualified biologist to identify any bats picked up by the recorders. The methods and results will be incorporated into the NES(MI).

**MSHCP Consistency Report:** Based on the literature review, field surveys, and NES(MI), an MSHCP Consistency Report will be developed using the most recent Regional Conservation Authority template and will be a stand-alone report appended to the NES(MI). This document will only contain relevant information for the MSHCP consistency analysis, which will generally not be detailed in the NES(MI).

**Determination of Biological Equivalent or Superior Preservation (DBESP):** Because the project may impact a riverine resource as defined under the MSHCP, a Determination of Biological Equivalent or Superior Preservation (DBESP) is anticipated to be required due to anticipated impacts to the concrete drainage located in the southwest quadrant and/or other concrete drainages within the project disturbance footprint. As such, a DBESP will be prepared based on the MSHCP consistency analysis. The DBESP will follow the Regional Conservation Authority requirements and will include a project description, biological resource existing conditions, proposed impacts (direct and indirect), mitigation for impacts (if needed), and finding of equivalency or superior preservation for impacted MSHCP resources. Coordination with the Regional Conservation Authority will occur prior to the initiation of the DBESP to confirm that it is required. Coordination will be conducted with the Regional Conservation Authority and regulatory agencies regarding the applicability of the MSHCP riverine component of the on-site drainages and the requirement of a DBESP document. As part of this task, information will be assembled to formulate and present an argument that the drainages do not meet the MSHCP riverine threshold given their constructed condition and small relative contribution to, and general far proximity to, sensitive downstream MSHCP riparian/riverine receiving waters.

*Subtask Assumptions:*

- Meetings with resource agencies is not included.
- Consultation under Section 7 of the Federal Endangered Species Act is not required.
- Consultation under Section 2081 or 2080.1 of the California Endangered Species Act is not required.
- An MSHCP-compliant DBESP will be required.
- Focused protocol surveys are required only for burrowing owl, rare plants, and bats.
- A joint project review in coordination with the Regional Conservation Authority is not assumed or included.

*Subtask Deliverables:*

- Draft NES(MI)
- Final NES(MI)

**Task 3.3.14. Energy Analysis Report**

In response to the April 2019 CEQA Guidelines revisions, Caltrans has been requesting that energy study reports be prepared for capacity-increasing projects. ICF will follow the following steps in preparing the energy study report:

- Collect and develop data for direct energy use related to vehicular fuel consumption using VMT estimates (to be provided by traffic consultant) and CT-EMFAC.
- Collect and develop data for indirect energy use related to facility construction, maintenance, and lighting.
- Develop/describe minimization measures to reduce energy consumption during project construction and operations.
- Develop consistency discussion with applicable energy conservation plans.
- Prepare Energy Analysis Report that meets Caltrans SER requirements.

*Subtask Assumptions:*

- None for this subtask

*Subtask Deliverables:*

- Draft Energy Analysis Report
- Final Energy Analysis Report

**Task 3.4. Environmental Document****Task 3.4.1. Draft Environmental Document**

As previously described, it is assumed that a combined EIR/EA will be the appropriate environmental document for the project. The EIR/EA will be prepared using the annotated outline on the Caltrans SER that is available at the time that the document is initiated. Each copy of the Draft EIR/EA will include External Quality Control Form and NEPA Checklist. If a higher level document is determined to be required then this would be considered out of scope. The following submittals are assumed. Additional submittals, if required, would be considered out of scope.

*Subtask Assumptions:*

- The National Environmental Policy Act (NEPA) document will be an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) (a Complex EA is not assumed).
- The California Environmental Quality Act (CEQA) document will be an Environmental Impact Report (EIR).
- The California Department of Transportation (Caltrans) will be the lead agency under NEPA and CEQA and the CEQA/NEPA document will be a combined EIR/EA.
- The project will address three Build alternatives in the technical studies and environmental document.
- The project as described will be considered to have independent utility and logical termini.

*Subtask Deliverables:*

- Draft EIR/EA (1)
- Draft EIR/EA (2) and Comment Response Matrix
- Draft EIR/EA (3) and Comment Response Matrix
- Final Draft EIR/EA for approval to circulate and Comment/Response Matrix (assumes no further comments)
- 5 hard copies and one electronic (pdf) final Draft EIR/EA for availability (this includes the copies for the availability locations)

**Task 3.4.2. Publicly Circulate Draft Environmental Document**

The following tasks related to public circulation of the Draft EIR/EA will be conducted.

**Master Distribution List:** ICF will utilize the mailing/distribution list prepared in consultation with Caltrans and the City and as included in the Draft EIR/EA, for purposes of publicly distributing the Draft EIR/EA for public review. It is assumed that Mark Thomas' right of way consultant will provide a list of owners/occupants within 1,000 feet of the project (or as defined by the project team) for inclusion on the distribution list.

*Subtask Deliverables:*

- Master Distribution list (to be provided by Mark Thomas' right of way consultant)

**Notices Regarding Public Hearing and Availability of DED:** The Notice of Availability/Notice of Public Hearing (NOA/NPH) will be prepared in English and Spanish. Since a public hearing is assumed to be held, the notice will also need to be published a second time at least one week prior to the public hearing. The Notice of Completion and Environmental Document Transmittal will also be prepared for submittal to the State Clearinghouse along with an electronic copy of the Draft EIR/EA.

*Subtask Assumptions:*

- The NOA/NPH will be published in one English and one Spanish newspaper. Notice will be published twice in each newspaper.

*Subtask Deliverables:*

- Draft and Final NOA/NPH (assumed to be transmitted electronically with no hard copies)
- Draft and Final Notice of Completion & Environmental Document Transmittal for submittal to SCH (assumed to be transmitted electronically with no hard copies)

**Publication and Circulation:** Hardcopies of the Draft EIR/EA and NOA/NPH will be provided to the availability locations (Caltrans, City, and libraries), digital media containing the document and a hard copy of the NOA/NPH will be provided to other agencies and officials included on the distribution list (and anyone else who specifically requests a copy of the document), and a copy of the NOA/NPH will be provided to property owners and occupants within a 1,000-foot radius of the proposed project.

The State Clearinghouse Form (Notice of Completion and Environmental Document Transmittal), along with the Draft EIR/EA, will be submitted to the State Clearinghouse via CEQAnet (all submittals to CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State Clearinghouse or included in this scope of services). The NOA/NPH will be posted at the Riverside County Clerk's office.

*Subtask Assumptions:*

- The cost associated with filing of the NOA/NPH at the Riverside County Clerk's office will be paid directly by the City.
- The Draft and Final NOA/NPH will be transmitted electronically to the City, Caltrans, and libraries with no hard copies.
- The Notice of Completion & Environmental Document Transmittal will be electronically submitted to SCH (no hard copies).
- The cost associated with publishing each notice in the newspapers will be paid directly by the City.

*Subtask Deliverables:*

- Distribution of Draft EIR/EA to availability locations (Caltrans, City, and libraries)
- Filing of NOA/NPH with Riverside County Clerk
- Distribution of Draft EIR/EA to SCH (electronic only)

**Public Hearing:** A virtual public hearing will be conducted during the public review/availability period for the Draft EIR/EA to solicit input on the environmental evaluation as included in the Draft EIR/EA. The public hearing will be conducted following procedures as required by CEQA/NEPA and the Caltrans Environmental Handbook and SER.

*Subtask Deliverables:*

- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language meeting to occur simultaneously)
- Prepare a written summary of written comments received during the scoping meeting
- Prepare presentation slide deck and script
- Documentation of attendance/attendees
- Recording of comments
- Prepare a Public Hearing Plan, if needed
- Provide a Spanish translator at meeting (or setup a separate virtual Spanish language hearing to occur simultaneously)
- Prepare Record of Public Hearing document
- Coordinate posting of public information documents to agency website

*Subtask Assumptions:*

- Four staff from the engineering consultant team, including the Project Manager, will participate in the virtual public hearing.
- Three staff from the environmental consultant team, including the Environmental Lead, will participate in the virtual public hearing.
- No in-person public hearing is assumed (the hearing will be virtual).

- The City and/or Caltrans will provide any project website development and maintenance if a website is desired for the project.
- The City will be responsible for providing accommodations for special needs.
- The City will retain a court reporter at the hearing.

### **Task 3.4.3. Public Comment Responses**

At the close of the public availability period for the Draft EIR/EA, ICF will review and respond to all comments received. In addition, ICF will attend a meeting with City and Caltrans staff to review any written comments on the Draft EIR/EA that were received and to discuss potential responses to these comments, if the comments received warrant such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final EIR/EA. It is assumed that input will be provided for responding to comments from specialists that prepared technical studies not prepared by ICF.

#### *Subtask Assumptions:*

- No comments requiring new or extensive analyses will be received on the Draft EIR/EA or requiring the input of lawyers.

#### *Subtask Deliverables:*

- Responses to comments (included in Final EIR/EA)

### **Task 3.4.4. Final Environmental Document**

The EIR/EA will be revised to include the responses to comments (see Task 3.4.3) and to document whether any changes to the project have occurred. Working with the PDT, the preferred alternative will be identified and documented in the Final EIR/EA. Each copy of the Final Environmental Document will include External Quality Control Form and NEPA Checklist.

**Findings:** Findings of Fact (Findings) will be prepared in compliance with CEQA and the Caltrans SER. The Findings will be submitted along with, and reviewed with, the Final EIR/EA.

**Statement of Overriding Considerations:** The Statement of Overriding Considerations, if needed, will be prepared in compliance with CEQA and the Caltrans SER. The Statement of Overriding Considerations will be submitted along with, and reviewed with, the Final EIR/EA.

**Public Distribution of Response to Comments:** At least 10 days prior to adoption the responses to comments on the Draft EIR (as proposed for inclusion in the Final EIR/EA) will be provided to any agencies that commented on the Draft EIR/EA. It is assumed that no further comments will be provided by the reviewing agencies.

#### *Subtask Assumptions:*

- No submittals beyond those listed below are included in this scope of work.

#### *Subtask Deliverables:*

- Final EIR/EA (1)
- Final EIR/EA (2) and Comment Response Matrix



- Final EIR/EA for approval to circulate and Comment/Response Matrix (assumes no further comments)
- Electronic (pdf) Final EIR/EA for availability and agency records (assumes no further comments or changes to the document will be made)
- Findings (to be submitted with, and reviewed with, the Final EIR/EA)
- Statement of Overriding Considerations (to be submitted with, and reviewed with, the Final EIR/EA)
- Distribution of response to comments to commenting agencies (electronically only)

### **Task 3.4.5. Notice of Determination & Federal Register Notice**

**Notice of Determination:** The Notice of Determination (NOD) will be prepared in compliance with CEQA. The NOD will be electronically filed with the Office of Planning and Research on behalf of Caltrans. The NOD would also be posted with the Riverside County Clerk (a \$50 filing fee has been assumed). Along with the NOD, a California Department of Fish and Game (CDFG) filing fee would also be filed.

**Federal Register Notice:** ICF will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of limitations. This notice will be prepared in compliance with the SER, and it is assumed that a Draft and Final version of the notice will be prepared, and that coordination and publication of the notice will be the responsibility of Caltrans and FHWA.

#### *Subtask Assumptions:*

- It is assumed that the City will pay the CDFG filing fee directly (assumed \$3,800)
- It is assumed that the City will pay the Riverside County Clerk NOD filing fee directly

#### *Subtask Deliverables:*

- Draft and Final NOD (submitted electronically for review and to the State Clearinghouse)
- Draft and Final Federal Register Notice (all transmittals assumed to be done electronically)

## **TASK 3 DELIVERABLES**

- Traffic Analysis Reports Traffic Analysis
- Scoping Questionnaire for Water Quality Issues
- Noise Study Report
- Noise Abatement Decision Report
- Visual Impact Analysis Memorandum
- Air Quality Study
- Air Quality Conformity Report
- IR/PER
- HPSR
- Phase I Initial Site Assessment
- Phase II Initial Site Assessment
- Jurisdictional Delineation Report
- Natural Environmental Study (MI)
- Energy Analysis Report
- Draft & Final Environmental Document

- Public Hearing
- Notice of Determination & Federal Register Notice

### ASSUMPTIONS/EXCLUSIONS

- Refer to subtasks

## TASK 4. PROJECT REPORT

Concurrent with environmental document submittals, we will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest guidelines. The report will be prepared and approved in two versions: The Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Tasks 4.1 to 4.4 below shows submittal milestones for this task.

### Task 4.1. Administrative Draft Project Report

Mark Thomas will develop the Administrative Draft PR documenting the engineering evaluation of the proposed alternatives and to satisfy Caltrans Project Development Procedures. The Administrative Draft PR will contain a discussion of the existing conditions, the need for improvements, and the alternatives considered. The Administrative Draft PR will be submitted for review and comment by the City and Caltrans.

### Task 4.2. Draft Project Report

Upon receipt of City and Caltrans review comments on the Administrative Draft PR and after adequate time to develop response actions, a meeting will be held to discuss the comments and the appropriate action to be taken. This step reduces the opportunity for misunderstanding and provides clear direction toward the development of an approved product. The resubmittal of the Draft PR to City and Caltrans following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the draft PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

### Task 4.3. Administrative Final Project Report

After circulation of the Draft ED and concurrent with the preparation of the Final ED, Mark Thomas shall prepare an Administrative Final PR which includes the recommendation of the Preferred Alternative. The report will review the development of the Preferred Alternative including public and agency comments obtained during the public meeting and environmental review period.

### Task 4.4. Final Project Report

Upon receipt of City and Caltrans review comments of the Administrative Final PR and after adequate time to develop response actions, a meeting will be held to discuss the comments and the appropriate action to take. The resubmittal of the Final PR to the City and Caltrans following the incorporation of these comments is expected to be for concurrence only. Once concurrence has been reached on all outstanding issues, the Final PR will be signed by a Registered Civil Engineer and submitted to Caltrans for signature and approval.

## **Task 4.5. Modified Access Report/Highway Safety Manual Analysis**

**Modified Access Report:** Mark Thomas will prepare a Modified Access Report to complete the FHWA approval process since the proposed project modifies access to I-215. FHWA approval will follow the two-step process:

**Step 1:** The Modified Access Report will address the FHWA policy requirements including information regarding the access control modification for each competing alternative and document the impacts and necessary mitigation strategies needed to implement each competing alternative. Once the FHWA is satisfied that the proposed access change meets policy requirements, the FHWA will send a Determination of Engineering and Operational Acceptability.

**Step 2:** An Interstate System Access Change Request for Final Approval in the form of a letter is submitted to the FHWA California Division Office. The request will reference the previous Determination of Engineering and Operational Acceptability, detail any changes that have occurred since the determination was granted, and include a copy of the final environmental document with a copy of the record of decision. Once the Final Approval is granted, the FHWA will send a formal letter to the District Director.

**Highway Safety Manual Analysis:** The Interactive Highway Safety Design Model (IHSDM) and/or Enhanced Interchange Safety Analysis Tool (ISATe) spreadsheets will be used to complete the predictive crash analysis for the project alternatives. Mark Thomas will collaborate with Traffic Operations staff to build model in the HSM software tool and perform data-driven analysis using the appropriate HSM software tool. This analysis will be used to complete the Modified Access Report and will be included in the Design Standard Decision Document.

### **TASK 4 DELIVERABLES**

- Administrative Draft Project Report
- Draft Project Report
- Administrative Final Project Report
- Final Project Report
- Draft/Final Modified Access Report
- Highway Safety Manual Analysis

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

**NONE**

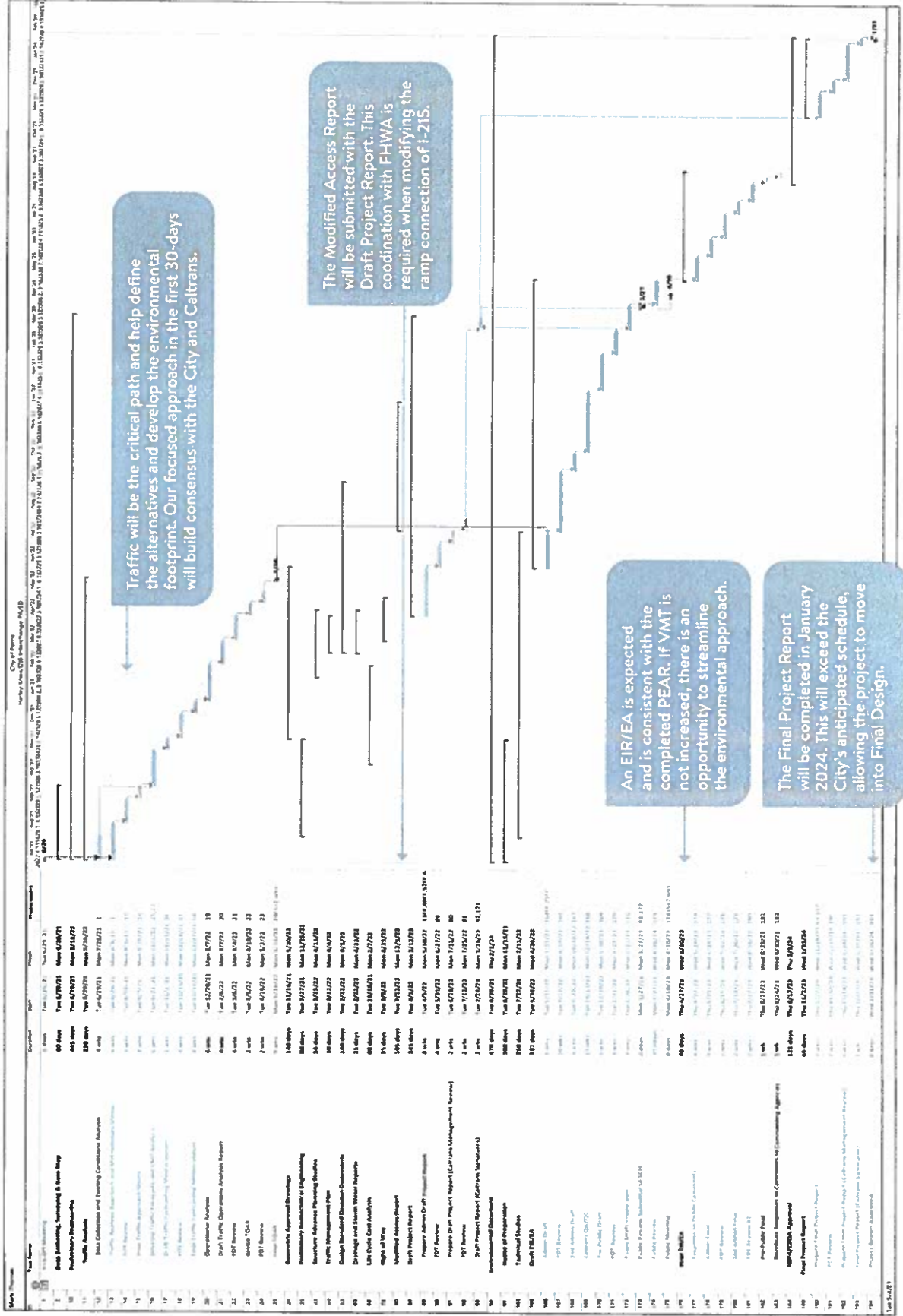
**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

COST PROPOSAL FOR PROJECT SCOPE: City of Perris - I-215/Harley Knox Environmental and Engineering Consulting Services; CIP No. 5095

MARK THOMAS	Subcontractors										TOTAL COST	
	Subcontractor	Rate	Hours	Material	Equipment	Travel	Per Diem	Meals	Other	Subtotal		
3.0 PROJECT MANAGEMENT												
3.1 General Project Management												
3.2 Coordination Meetings												
3.3 Project Management Plan												
3.4 Progress Reports												
3.5 Quality Management Plan												
3.6 Submittal Plans 1												
3.7 ENVIRONMENTAL REQUIREMENT												
3.8 Final Administrative Requirements												
3.9 Final Environmental Impact Statement												
3.10 Final Environmental Impact Statement												
3.11 Final Environmental Impact Statement												
3.12 Final Environmental Impact Statement												
3.13 Final Environmental Impact Statement												
3.14 Final Environmental Impact Statement												
3.15 Final Environmental Impact Statement												
3.16 Final Environmental Impact Statement												
3.17 Final Environmental Impact Statement												
3.18 Final Environmental Impact Statement												
3.19 Final Environmental Impact Statement												
3.20 Final Environmental Impact Statement												
3.21 Final Environmental Impact Statement												
3.22 Final Environmental Impact Statement												
3.23 Final Environmental Impact Statement												
3.24 Final Environmental Impact Statement												
3.25 Final Environmental Impact Statement												
3.26 Final Environmental Impact Statement												
3.27 Final Environmental Impact Statement												
3.28 Final Environmental Impact Statement												
3.29 Final Environmental Impact Statement												
3.30 Final Environmental Impact Statement												
3.31 Final Environmental Impact Statement												
3.32 Final Environmental Impact Statement												
3.33 Final Environmental Impact Statement												
3.34 Final Environmental Impact Statement												
3.35 Final Environmental Impact Statement												
3.36 Final Environmental Impact Statement												
3.37 Final Environmental Impact Statement												
3.38 Final Environmental Impact Statement												
3.39 Final Environmental Impact Statement												
3.40 Final Environmental Impact Statement												
3.41 Final Environmental Impact Statement												
3.42 Final Environmental Impact Statement												
3.43 Final Environmental Impact Statement												
3.44 Final Environmental Impact Statement												
3.45 Final Environmental Impact Statement												
3.46 Final Environmental Impact Statement												
3.47 Final Environmental Impact Statement												
3.48 Final Environmental Impact Statement												
3.49 Final Environmental Impact Statement												
3.50 Final Environmental Impact Statement												
3.51 Final Environmental Impact Statement												
3.52 Final Environmental Impact Statement												
3.53 Final Environmental Impact Statement												
3.54 Final Environmental Impact Statement												
3.55 Final Environmental Impact Statement												
3.56 Final Environmental Impact Statement												
3.57 Final Environmental Impact Statement												
3.58 Final Environmental Impact Statement												
3.59 Final Environmental Impact Statement												
3.60 Final Environmental Impact Statement												
3.61 Final Environmental Impact Statement												
3.62 Final Environmental Impact Statement												
3.63 Final Environmental Impact Statement												
3.64 Final Environmental Impact Statement												
3.65 Final Environmental Impact Statement												
3.66 Final Environmental Impact Statement												
3.67 Final Environmental Impact Statement												
3.68 Final Environmental Impact Statement												
3.69 Final Environmental Impact Statement												
3.70 Final Environmental Impact Statement												
3.71 Final Environmental Impact Statement												
3.72 Final Environmental Impact Statement												
3.73 Final Environmental Impact Statement												
3.74 Final Environmental Impact Statement												
3.75 Final Environmental Impact Statement												
3.76 Final Environmental Impact Statement												
3.77 Final Environmental Impact Statement												
3.78 Final Environmental Impact Statement												
3.79 Final Environmental Impact Statement												
3.80 Final Environmental Impact Statement												
3.81 Final Environmental Impact Statement												
3.82 Final Environmental Impact Statement												
3.83 Final Environmental Impact Statement												
3.84 Final Environmental Impact Statement												
3.85 Final Environmental Impact Statement												
3.86 Final Environmental Impact Statement												
3.87 Final Environmental Impact Statement												
3.88 Final Environmental Impact Statement												
3.89 Final Environmental Impact Statement												
3.90 Final Environmental Impact Statement												
3.91 Final Environmental Impact Statement												
3.92 Final Environmental Impact Statement												
3.93 Final Environmental Impact Statement												
3.94 Final Environmental Impact Statement												
3.95 Final Environmental Impact Statement												
3.96 Final Environmental Impact Statement												
3.97 Final Environmental Impact Statement												
3.98 Final Environmental Impact Statement												
3.99 Final Environmental Impact Statement												
4.0 PROJECT REPORT												
4.1 Administrative Check Report												
4.2 Draft Project Report												
4.3 Administrative Final Project Report												
4.4 Final Project Report												
4.5 Technical Access Report/Summary/ Safety Manual Analysis												
4.6 Submittal Plans 6												
TOTAL SUBTOTALS												
Administrative Safety Assessment (ASA)												
GENERAL ESTIMATE TOTALS												
TOTAL COST												

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

# PROJECT SCHEDULE



Traffic will be the critical path and help define the alternatives and develop the environmental footprint. Our focused approach in the first 30-days will build consensus with the City and Caltrans.

The Modified Access Report will be submitted with the Draft Project Report. This coordination with FHWA is required when modifying the ramp connection of I-215.

An EIR/EA is expected and is consistent with the completed PEAR. If VMT is not increased, there is an opportunity to streamline the environmental approach.

The Final Project Report will be completed in January 2024. This will exceed the City's anticipated schedule, allowing the project to move into Final Design.





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** A Street Improvements Project (CIP # S105)

**REQUESTED ACTION:** Approve additional funds for the amount of \$62,732.88 for the A Street Improvements Project

**CONTACT:** Stuart E. McKibbin, Contract City Engineer

#### **BACKGROUND/DISCUSSION:**

The A Street Improvements Project involved roadway widening adjacent to the California Military Institute (CMI) campus (between Highland Vista Way and Metz Road). The project construction items included new asphalt paving, rehabilitation of existing pavement, curb & gutter, sidewalk, and miscellaneous relocation work. Also included with this project was the installation of a new traffic signal at the A Street and Highland Vista Way intersection.

As part of the City's Memorandum of Understanding (MOU) with the Perris Union High School District approved at the December 10, 2019 Council meeting, the PUHSD agreed to provide design services for the widening project, and purchase and store the Highland Vista traffic signal and the City would reimburse PUHSD. Moreover, PUHSD agreed to relocate water facilities at its own expense that would interfere with the widening project.

On June 10, 2020 the City awarded the construction contract for the widening to Hillcrest Contracting District for \$749,932 with a 10% contingency. As construction neared completion, PUHSD had not been able to relocate the water facilities as agreed. Therefore, to keep on schedule and wrap up the project, the City Engineer solicited two Change Order requests from Hillcrest. And Hillcrest relocated the water facilities. The Change Order for the relocations was \$87,222. What's more, the City executed a change order for \$31,525 with Hillcrest to purchase and install video detection equipment which was missing from the traffic signal equipment purchased by PUHSD. The sum of change orders exceeds the 10% contingency approved by the Council. Therefore, we request that Council increase the approved contingency by \$62,732.88 in order to pay Hillcrest.

PUHSD has agreed to deduct \$75,398 of the cost due to the relocation change orders from its invoice seeking reimbursement for design services and traffic signal purchase. The change order from the signal detection equipment is not being deducted because the City would have reimbursed PUHSD for it anyway. As a result, PUHSD will only invoice the City for \$38,705.20. This will make the total cost of the project (Construction contract plus PUHSD invoice) to be \$926,363.88.

The project is funded with RBBB-DIF funds as shown in the attached CIP Sheet # S105. Staff recommends Council to approve additional \$62,732.88 for the construction contract.

---

**BUDGET (or FISCAL) IMPACT:**

Adopted Capital Improvements Program Sheet S105 identifies adequate funds to cover the change order increase and paying PUHSD invoices.

---

Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager ER

**Attachments:**

1. Vicinity Map
2. CIP Sheet # S105
3. Memorandum of Understanding between PUHSD and City
4. June 9, 2020 Staff Report awarding Hillcrest Construction the A Street Project w/o attachments

Consent: X

Public Hearing:

Business Item:

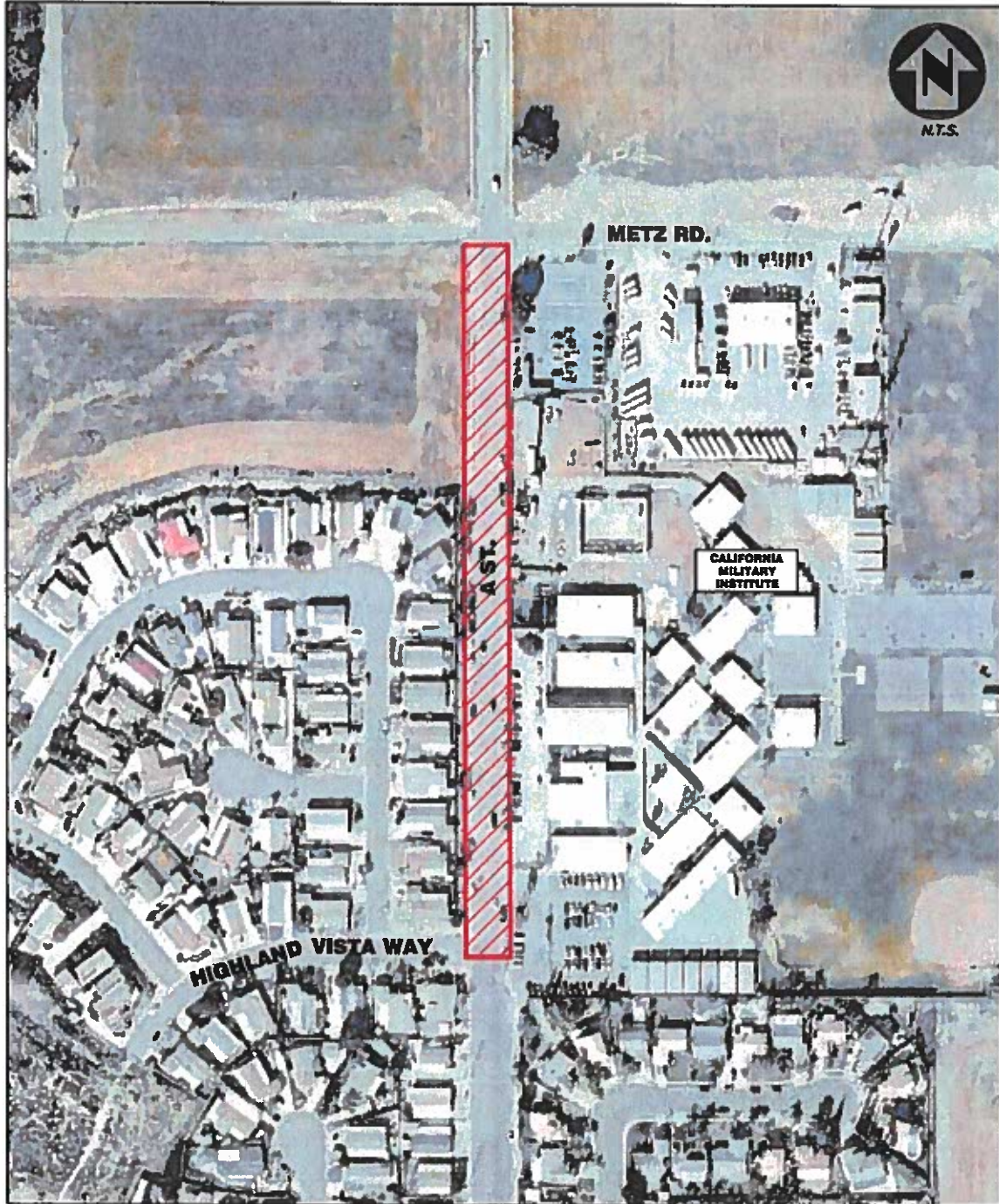
Presentation:

Other:

# ATTACHMENT 1

Vicinity Map

# 'A' STREET WIDENING AND TRAFFIC SIGNAL INSTALLATION VICINITY MAP



**LEGEND:**

 PROJECT AREA



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
S.E. • 888.342.3811



# ATTACHMENT 2

CIP Sheet S105



# ATTACHMENT 3

**Memorandum of Understanding between PUHSD and City**

**MEMORANDUM OF UNDERSTANDING  
CALIFORNIA MILITARY INSTITUTE SITE IMPROVEMENTS**

This Memorandum of Understanding (the "MOU") is executed this 20th day of November, 2019, by and between the City of Perris, a municipal corporation (the "City"), and Perris Union High School District, a political school district of the State of California (the "District"). The City and the District may be referred to, individually or collectively, as "Party" or "Parties."

WHEREAS, the District owns certain real property in the vicinity of "A" Street and Metz Road in the City of Perris (the "District Property"), as shown on the District Property Site Map attached hereto as Exhibit "A";

WHEREAS, the California Military Institute (the "CMI") is a dependent charter school of the District which operates a 5-12 grade school on the District Property;

WHEREAS, the City owns the public streets and sidewalks adjacent to the District Property (the "City Property"), as shown on the City Property Site Map attached hereto as Exhibit "B";

WHEREAS, the City and District now desire to construct certain improvements on both the District Property and City Property (the "Improvements"), as further described in Sections 2 and 3 herein; and

WHEREAS, the District desires to assist with the Improvements.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and conditions herein contained, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows.

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Offsite Improvements.** The Offsite Improvements include: (i) widening of "A" Street; (ii) the installation of a traffic signal at the intersection of "A" Street and Highland Vista Way ("Offsite Improvements").

3. **Onsite Improvements.** The Onsite Improvements include: (i) removal and relocation of irrigation and water facilities as necessary; and (ii) construction of a driveway on Metz Road ("Onsite Improvements").

4. **Effective Date:** This MOU shall become effective upon approval of this MOU by the District's governing board and the City Council (the "Effective Date").

5. **City's Obligations.**

5.1 City will reimburse District for the cost of materials and costs associated with the design and plan check of the Offsite Improvements.



- 5.2 City shall have the opportunity to review and comment on District's contract with its design engineer. The City shall submit these comments to the District within fourteen (14) days of receipt of such contract from the District.**
- 5.3 City shall advertise, bid, and pay for the Offsite Improvements, including but not limited to the traffic signal at the intersection of "A" Street and Highland Vista Way.**
- 5.4 City shall be responsible for installing the traffic signal to be located at the intersection of "A" Street and Highland Vista Way.**
- 5.5 City shall review and approve the cost of traffic signal materials ordered by District.**
- 5.6 City shall request in writing that certain power poles and streetlights be relocated by Southern California Edison ("SCE").**

**6. District's Obligations.**

- 6.1 District shall submit plans for the Offsite Improvements for City's review and approval. The City shall approve or deny the plans within thirty (30) days of receipt.**
- 6.2 District shall order, pay for, and store the traffic signal materials, on-site, until notified by City that City's contractor is prepared to install the traffic signal. District shall submit to City the proposed cost of the traffic signal materials in advance. City will reimburse the District the cost of the traffic signal materials, along with other costs associated with the Offsite Improvements, as specified in Section 5.1 above.**
- 6.3 District shall coordinate with SCE for the installation and management of an electric meter for the traffic signal.**
- 6.4 District shall be responsible for the removal and relocation of all irrigation and water facilities which will be impacted by the Offsite Improvements.**
- 6.5 District shall include the proposed driveway on Metz Road within the plans for the Onsite Improvements, and shall construct the driveway at District's cost.**
- 6.6 District shall dedicate to the City the portion of the District Property which is necessary for the Offsite Improvements as determined by the City Engineer and approved by District. and as generally shown on the District Property Site Map.**

7. **Term.** The term of this MOU shall commence upon the Effective Date and shall be effective for one (1) year (the "Term") unless terminated, modified, or extended by mutual agreement of the City and the District.

8. **Reservation of Power.** Notwithstanding any other provision of this MOU, the Parties acknowledge and agree that the City is restricted in its authority to limit its police power, and that the foregoing limitations, reservations, and exceptions are intended to reserve to the City all of its police power, which cannot be so limited. This MOU shall be construed to reserve to City all such power and authority that cannot be restricted by this MOU.

9. **Notices.** All notices or other communications required hereunder shall be in writing and shall be personally delivered or sent by certified mail or electronic transmission, and shall be deemed received on the date of receipt personally or by electronic transmission. Notices shall be sent addressed as follows:

**If to the City:**

City of Perris  
101 North D Street  
Perris, CA 92570  
Attn: City Manager

E-Mail:

**With a copy to:**

Aleshire & Wynder, LLP  
3880 Lemon Street, Suite 520  
Riverside, CA 92501  
Attn: Eric L. Dunn

E-Mail: [edunn@awattorneys.com](mailto:edunn@awattorneys.com)

**If to District:**

Perris Union High School District  
155 East 4<sup>th</sup> Street  
Perris, CA 92570  
Attention: Candace Reines and/or Hector Gonzalez  
E-Mail: [candace.reines@puhsd.org](mailto:candace.reines@puhsd.org), [hector.gonzalez@puhsd.org](mailto:hector.gonzalez@puhsd.org)

**With a copy to:**

Fagen, Friedman and Fulfrost, LLP  
1525 Faraday Ave, #300  
Carlsbad CA 92008  
Attention: Gretchen Shipley, Esq.

E-Mail: gshipley@blaw.com

10. **Indemnification.** In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of said Code, each of the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense that may be imposed upon such other Party solely by virtue of said Section 895.2. The Parties agree to indemnify, defend, and hold harmless each other against any and all liability, expense, and claims arising from their respective negligent or wrongful acts and omissions. The provisions of the Section 10 shall survive the termination of this MOU.

11. **No Third Party Beneficiaries.** This MOU is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.

12. **Governing State Law.** This MOU shall be construed 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 MOU shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and District agrees to submit to the personal jurisdiction of such court in the event of such action.

13. **Severability.** Invalidation of any of the provisions contained in this MOU by judgment or court other shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this MOU, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purpose of this MOU or the rights and obligations of the Parties thereto.

14. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

15. **Entire MOU.** This MOU constitutes the entire understanding and agreement of the Parties unless subsequently modified pursuant to paragraph 14 of this MOU

IN WITNESS WHEREOF, the Parties have executed this MOU on the date first written above.

[signatures on the page to follow]

**District:**

**Perris Union High School District**

**City:**

**City of Perris**

**By: \_\_\_\_\_**

**Candace Reines, Deputy Superintendent of  
Business Services**

**By: \_\_\_\_\_**

**Richard Belmudez, City Manager**

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

**ATTEST:**

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

\_\_\_\_\_  
**City Clerk**

**EXHIBIT A**

**District Property Site Map**

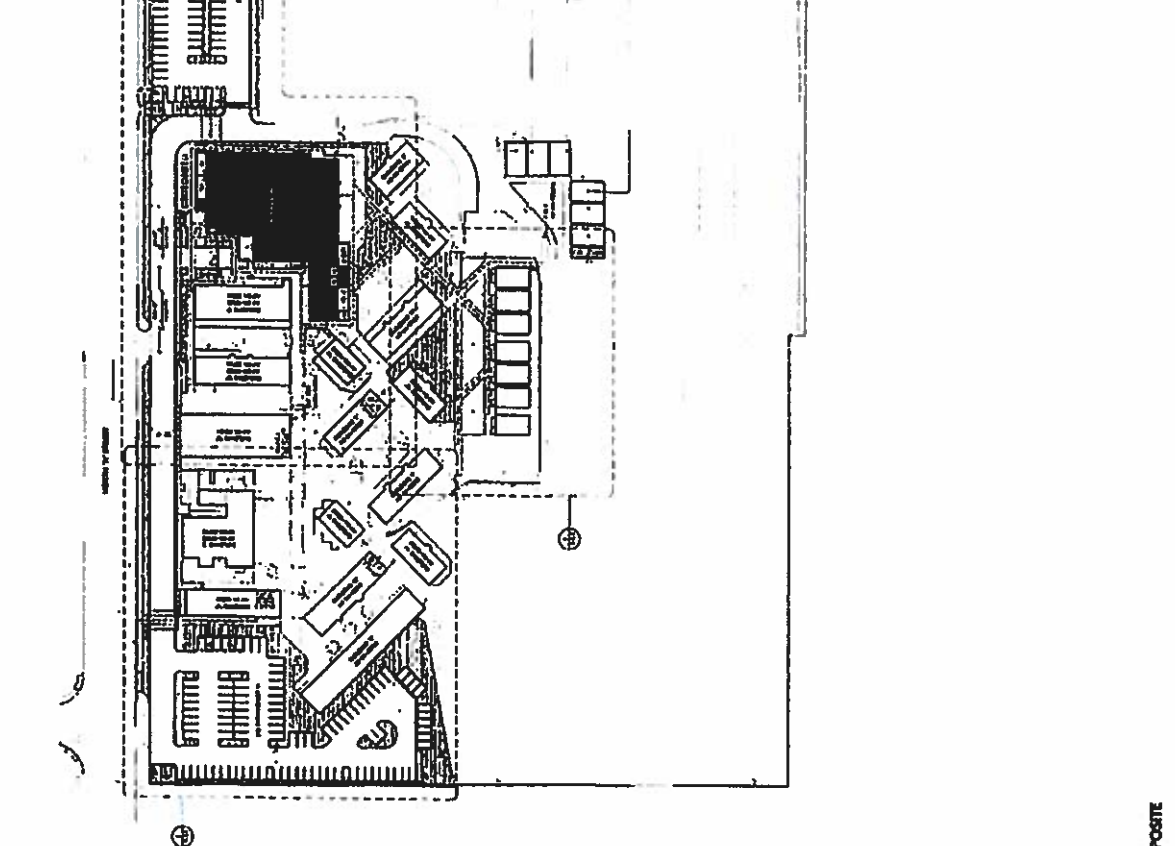
**[ATTACHED]**

**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE EXISTING FINISH GRADE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.
6. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPLICABLE AGENCIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING LANDSCAPE AND PLANTING.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.

**PARKING RATIO**

1	1.0
2	1.0
3	1.0
4	1.0
5	1.0
6	1.0
7	1.0
8	1.0
9	1.0
10	1.0
11	1.0
12	1.0
13	1.0
14	1.0
15	1.0
16	1.0
17	1.0
18	1.0
19	1.0
20	1.0
21	1.0
22	1.0
23	1.0
24	1.0
25	1.0
26	1.0
27	1.0
28	1.0
29	1.0
30	1.0
31	1.0
32	1.0
33	1.0
34	1.0
35	1.0
36	1.0
37	1.0
38	1.0
39	1.0
40	1.0
41	1.0
42	1.0
43	1.0
44	1.0
45	1.0
46	1.0
47	1.0
48	1.0
49	1.0
50	1.0



**EXHIBIT B**

**City Property Site Map**

**[ATTACHED]**







# ATTACHMENT 4

**Staff report awarding Hillcrest Construction the A Street project**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** June 9, 2020

**SUBJECT:** A Street Improvements Project (CIP # S105)

**REQUESTED ACTIONS:** Adopt the plans and specifications for the A Street Improvements Project; Award contract to Hillcrest Contracting, Inc.; Reject all other Bids; and Authorize 10% of the bid amount for construction contingencies and 10% of the bid amount for soft costs (inspection contract administration)

**CONTACT:** Stuart E. McKibbin, City Engineer

---

#### **BACKGROUND/DISCUSSION:**

The A Street Improvements Project involves roadway widening adjacent to the California Military Institute (CMI) campus (between highland Vista Way and Metz Road). The project construction items include new asphalt paving, rehabilitation of existing pavement, curb and gutter, sidewalk, and miscellaneous relocation work. Also included with this project is the installation of a new traffic signal at A Street and Highland Vista Way intersection.

On May 22, 2020, eight bids were revealed via Active Bidder for the A Street Improvements Project. Bids ranged from \$749,932 and \$931,260. The Engineer's Estimate was \$750,000. The low bid was submitted by Hillcrest Contracting, Inc. Hillcrest Contracting, Inc. has completed many roadway widening projects for the city in the past and their work is considered good by the City Engineer's office. Construction is planned to begin June 29, 2020 and 60 working days have been allotted to complete the project.

The City and Perris Union High School District have joint responsibility for the project as detailed in the Memorandum of Understanding that was approved at the December 10, 2019 Council meeting. The District has prepared the design plans, purchased the traffic signal materials that will be installed by Hillcrest Contracting, and have started their onsite work which includes water facility relocations.

This project is funded with RBB-DIF funds as shown in the attached CIP Sheet S105. Staff recommends Council to adopt the plans and specifications, award the project to Hillcrest Contracting, Inc. reject all other bids, and authorize 10% of the bid amount for construction contingencies and 10% of the bid amount for soft costs (inspection, contract administration).

---

#### **BUDGET (or FISCAL) IMPACT:**

Adopted Capital Improvements program Sheet S105 identifies adequate funds to complete the project including 10% of the bid amount for construction contingencies and 10% of the bid amount for soft costs (inspection contract administration).

Prepared by: Brad Brophy, Deputy City Engineer

**REVIEWED BY:**

City Attorney \_\_\_\_\_ Assistant City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_

Attachment: ~~Project Plans~~  
~~Bid Results~~  
~~GIP Sheet 6105~~

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Purchase of one (1) new passenger van and one (1) Alternative Fuel RAV4 SUV for Community Services

**REQUESTED ACTION:** City Council to award the purchase of one (1) passenger van to Paradise Chevrolet and one (1) alternative fuel RAV4 SUV to Toyota of Riverside.

**CONTACT:** Bryant Hill, Director of Public Works

#### BACKGROUND/DISCUSSION:

The City of Perris Public Works and Community Services Departments collaborate with Riverside County Sheriff's (RSO) in the Community Service Work Release Program (CSW). The Program consists of Community Service Workers assisting in litter and illegal dumping pick-up and beautification in the parks and City rights-of-ways. Currently, the Community Service Department utilizes a 2002 GMC Safari van to transport the CSW participants between parks. The van is 19 years old and has over 115,000 miles; it has reached the end of its useful service life. The most recent repair included the air conditioning system; the interior and exterior door handles at the cost of over \$ 4,000. Below are the three (3) quotes received for the replacement of the van.

Paradise Chevrolet	\$ 36,937.63
Anderson Chevrolet	\$ 36,975.55
Quality Chevrolet	\$ 42,393.65

Staff recommends that the Council approve the purchase of a needed replacement passenger van through Paradise Chevrolet at \$36,937.63 with a 10% contingency. The total purchase is not to exceed \$40,631.40. The contingency is to account for the shortage in supply, and dealership prices are frequently changing. Funding for the vehicle purchase is available in the FY 2021/2022 Fleet Vehicle Purchase Budget.

Public Health continues to have an increased demand for programming and activities outside of the City Hall campus requiring staff to drive to offsite locations. Public Health programming includes nutrition education classes to local schools, booths at community events, partnership meetings offsite, training offsite, supply pick-up and drop-offs, community and school garden visits, and produce donations to food pantries.

When City vehicles are not available, staff uses personal vehicles and receives mileage reimbursement; however, personal vehicles are not suitable for all program activities, such as

Perris Green City Farm supply and maintenance pick-up, supply and produce drop-offs or events that require larger equipment such as tables and EZ-ups to be hauled to various sites.

Below are the three (3) quotes received for the purchase of one (1) RAV4.

Toyota of Riverside	\$ 41,574.00
Temecula Valley Toyota	\$44,676.84
Moss Bros. Toyota Moreno Valley	\$ 52,357.00

Staff is recommending Council approve the purchase of the one (1) alternative fuel Toyota RAV4 through Toyota of Riverside at \$41,574.00 with a 10% contingency. The total purchase will not exceed \$45,731.40. A contingency is needed due to a lack of supply and dealerships frequently adjusting prices reflecting the shortage in the market. Funding for purchasing the one (1) alternative fuel Toyota RAV4 is available through Air Quality Management District (AQMD) funding.

---

**BUDGET (or FISCAL) IMPACT:** There will be no impact on the general fund. The purchase of the passenger van is available in the approved FY 2021/2022 Fleet Vehicle Purchase Budget (13034000-8551). In addition, funding for the one (1) alternative fuel RAV4s is available through AQMD funding (1093000-8551).

---

Prepared by: Ignacio Alvarez, Public Works Operations Supervisor

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

Attachments: Attachment 1: Passenger Van Quotes  
Attachment 2: Alternative Fuel RAV4s Quotes

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

# ATTACHMENT 1

Passenger Van Quotes

# Paradise Chevrolet Cadillac

**CRAIG A. MCKENZIE**  
 Paradise Chevrolet Cadillac  
 27360 YNEZ RD  
 TEMECULA, CA 92591  
 Phone: (951) 699-2699

<b>Buyer:</b> CITY OF PERRIS 1015 S. G STREET PERRIS, CA. 92570  Work #: 657-1120	<b>Deal #:</b> 225758  <b>Deal Date:</b> 09/21/2021  <b>Print Time:</b> 04:48pm  <b>Salesperson:</b> CRAIG A. MCKENZIE
--	--

New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Stock #:	<b>Vehicle</b> Description: 2022 CHEVROLET EXPRESS PASSENGER	VIN:	Mileage:
---	----------	---	------	----------

HERE IS THE QUOTE BUT TO LET YOU KNOW WE CAN NOT ORDER THEM FOR THE 2022 YEAR.

<table style="width: 100%;"> <tr><td><b>Sale Price:</b></td><td style="text-align: right;">\$ 33,845.00</td></tr> <tr><td>Total Aftermarkets:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>Service Agreement:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>Maintenance Agreement:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>GAP Insurance:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>Total Trade Allowance:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td><b>Trade Difference:</b></td><td style="text-align: right;"><b>\$ 33,845.00</b></td></tr> <tr><td>Documentary Fee:</td><td style="text-align: right;">\$ 85.00</td></tr> <tr><td>State &amp; Local Taxes:</td><td style="text-align: right;">\$ 2,968.88</td></tr> <tr><td>Total License and Fees:</td><td style="text-align: right;">\$ 38.75</td></tr> <tr><td><b>Total Cash Price:</b></td><td style="text-align: right;"><b>\$ 36,937.63</b></td></tr> <tr><td>Total Trade Payoff:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td><b>Delivered Price:</b></td><td style="text-align: right;"><b>\$ 36,937.63</b></td></tr> <tr><td>Cash Down Payment</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td><b>Unpaid Balance:</b></td><td style="text-align: right;"><b>\$ 36,937.63</b></td></tr> </table>	<b>Sale Price:</b>	\$ 33,845.00	Total Aftermarkets:	\$ 0.00	Service Agreement:	\$ 0.00	Maintenance Agreement:	\$ 0.00	GAP Insurance:	\$ 0.00	Total Trade Allowance:	\$ 0.00	<b>Trade Difference:</b>	<b>\$ 33,845.00</b>	Documentary Fee:	\$ 85.00	State & Local Taxes:	\$ 2,968.88	Total License and Fees:	\$ 38.75	<b>Total Cash Price:</b>	<b>\$ 36,937.63</b>	Total Trade Payoff:	\$ 0.00	<b>Delivered Price:</b>	<b>\$ 36,937.63</b>	Cash Down Payment	\$ 0.00	<b>Unpaid Balance:</b>	<b>\$ 36,937.63</b>	<table style="width: 100%;"> <tr><td colspan="2"><b>Option 1: (retail)</b></td></tr> <tr><td>Down Payment</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>1 mth @ 0%</td><td style="text-align: right;">\$ 36,937.63</td></tr> </table>	<b>Option 1: (retail)</b>		Down Payment	\$0.00	1 mth @ 0%	\$ 36,937.63
<b>Sale Price:</b>	\$ 33,845.00																																				
Total Aftermarkets:	\$ 0.00																																				
Service Agreement:	\$ 0.00																																				
Maintenance Agreement:	\$ 0.00																																				
GAP Insurance:	\$ 0.00																																				
Total Trade Allowance:	\$ 0.00																																				
<b>Trade Difference:</b>	<b>\$ 33,845.00</b>																																				
Documentary Fee:	\$ 85.00																																				
State & Local Taxes:	\$ 2,968.88																																				
Total License and Fees:	\$ 38.75																																				
<b>Total Cash Price:</b>	<b>\$ 36,937.63</b>																																				
Total Trade Payoff:	\$ 0.00																																				
<b>Delivered Price:</b>	<b>\$ 36,937.63</b>																																				
Cash Down Payment	\$ 0.00																																				
<b>Unpaid Balance:</b>	<b>\$ 36,937.63</b>																																				
<b>Option 1: (retail)</b>																																					
Down Payment	\$0.00																																				
1 mth @ 0%	\$ 36,937.63																																				

\_\_\_\_\_  
Customer Acknowledgement

\_\_\_\_\_  
Manager Acknowledgement





# QUOTE

**ANDERSON CHEVROLET**  
**31201 AUTO CENTER DRIVE**  
**P.O.BOX 4000**  
**LAKE ELSINORE, CA 92531**

**QUOTE#12PASS**  
**DATE: AUGUST 31, 2021**  
**PREPARED BY: JIM DIAZ**  
**PH:909-322-3972**  
**FAX:951-674-8368**  
**JDIAZ@ANDERSONAUTO.COM**

<b>CUSTOMER: CITY OF PERRIS</b>	<b>VEHICLE:2022 G2500 EXPRESS 12 PASSENGER VAN</b>

DESCRIPTION	PRICE		
			<b>34193.00</b>
	<b>DOC FEE</b>		<b>85.00</b>
	<b>SALES TAX</b>		<b>2656.55</b>
	<b>CA TIRE FEE</b>		<b>8.75</b>
	<b>E-PLATE</b>		<b>30.00</b>
	<b>TOTAL DUE</b>		<b>36,975.55</b>
<b>FOB:</b>			
<b>QUOTE EXPIRES</b>		<b>NET DUE</b>	

**\*\*\*\*\*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!**

# PURCHASE ORDER

To: Quality Chevrolet  
1550 Auto Park Way  
Escondido CA 92029  
760-745-7221

From: Name	Work Phone	Home Phone
CITY OF PERRIS	(951)840-8579	
Address	City	State Zip
101 N. D ST.	PERRIS	CA 92570

VEHICLE BEING PURCHASED See attachment for equipment list		CASH PRICE OF VEHICLE	\$ 43,863. <sup>00</sup>
Please enter my order for the following: <input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo			
Qty	Year	Make	
1	2022	CHEVROLET	
Model	Body Type		
EXPRESS	PASSENGER 2500	DISCOUNTED PRICE	\$ 36,463. <sup>00</sup>
Color	Trim		
SUMMIT WHITE	LS 135"	KEY / FOB	\$ 420. <sup>00</sup>
Factory Incentives	AT TIME OF DELIVERY	BRAKE CONTROLLER	\$ 555. <sup>00</sup>
Terms	F.O.B.	RUNNING BOARDS	\$ 1,095. <sup>00</sup>
1 PAY			
To be delivered on or about	DECEMBER	<input checked="" type="checkbox"/> Factory Order <input type="checkbox"/> Locate Order	
Sales Rep	MARK MARKOVICH		
Used Vehicle Trade-in and/or Other Credits	N/A		
Year	Make	Model	
VIN	Cash Price of Vehicle & Accessories	\$	38,533. <sup>00</sup>
Pay Off To	Documentation Fee	\$	85. <sup>02</sup>
Address	California Tire Tax	\$	8. <sup>75</sup>
Trade-in Allowance *On Delivery	\$	State Sales Tax	\$ 2,992. <sup>90</sup>
Less Pay Off on Trade-in	\$	License & Registration Fee: ESTIMATE	\$ 744. <sup>00</sup>
Net Allowance on Trade-in	\$	Total Price of Unit	\$ 42,393. <sup>65</sup>
Cash With Order	\$	Total Credit (transferred from left column)	\$
Total Credit	\$	Unpaid Cash Balance Due Upon Delivery	\$

Buyer agrees that this order includes all of the items and conditions on both the face and attachment hereto, and that this order cancels any prior agreement, and as of this date hereof comprises the complete and exclusive terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by the dealer or his authorized representative. Buyer, by his execution of this Order acknowledges that he has read its terms and conditions and received a true copy of this Order.

Buyer's Signature	Date
CITY OF PERRIS BY	8/31/2021
Accepted by Quality Chevrolet	Title COMMERCIAL ACCOUNT MANAGER
Mark Markovich	8/31/2021

# ATTACHMENT 2

Alternative Fuel RAV4s Quotes

## Ignacio Alvarez

---

**From:** Ignacio Alvarez <ignacio110403@yahoo.com>  
**Sent:** Thursday, September 23, 2021 1:07 PM  
**To:** Ignacio Alvarez  
**Subject:** Fwd: Exclusive offer from Toyota of Riverside  
**Attachments:** Ignacio XLE.pdf

Sent from my iPhone

Begin forwarded message:

**From:** Shannon Mace <Shannon.Mace@drive.toyotaofriverside.com>  
**Date:** September 22, 2021 at 2:25:54 PM PDT  
**To:** Ignacio City Of Perris <ignacio110403@yahoo.com>  
**Subject:** Exclusive offer from Toyota of Riverside

A special VIP message for Ignacio City Of Perris from Toyota of Riverside

Hello Ignacio,

Here is the custom quote you requested for the 2021 RAV4 Hybrid XLE Premium

**Your Toyota of Riverside selling price is only: \$41,574**

**\*Please note pricing is based on availability and is before tax and license fees**

This quote is time sensitive and is only valid for 24 hours. If you would like to take advantage of this exclusive offer before the price changes or the vehicle sells, the next step would be to come in and meet with our senior manager. I have availability today at 3:15 pm or 3:45 pm, which time works best for you? My goal is to make your purchase as easy and hassle free as possible.

Best Regards,



Shannon Mace  
Marketing Internet Director  
Toyota of Riverside  
(951) 588-2174 - Direct  
(951) 588-2228 - Main office  
[Toyota Care](#): Peace of Mind Comes Standard!

Please be advised that the photo on the PDF specification sheet is depicted as the closest match. Any additional accessories that are not listed on the PDF spec sheet are available upon additional fees and request. If you would like to add any additional accessories, select a premium color or choose a vehicle outside of our inventory, please consult with our senior manager for a revised quote, as quotes are subject to change based on availability, premium colors and package upgrades.

\* Sale prices include all applicable rebates. With approved credit, see dealer for complete details and information. All advertised prices exclude government fees and taxes, any finance charges, dealer installed options and any dealer document preparation charge. Incentives, pricing programs and specials are subject to change without notice. Buyers must qualify for all manufacturer incentives and pricing programs, see dealer for details. Every effort is made in order to display accurate and current vehicle information, including availability and pricing - but is not guaranteed. We reserve the right to modify this quote to correct any errors. All vehicles are subject to prior sale. Inventory and pricing is subject to change without notice. Particular in demand vehicles such as RAV4 models, Tacoma, Tundra and any TRD model may have a price inflation due to low supply and high demand. Pricing on these vehicles are also subject to change without notice or addendum may apply on certain models. Not responsible for typographical errors or omissions. The dealer reserves the right to add a transportation fee to the selling price of any vehicle that did not originate in the dealers inventory. Special APR financing may affect final negotiated price. Images of vehicles if any are for illustration purposes only and may not reflect the actual vehicle(s) being offered for sale.

If you'd like to unsubscribe and stop receiving these emails [click here](#).

## Ignacio Alvarez

---

**From:** Carl Burt <CBurt@tvtoyota.com>  
**Sent:** Tuesday, October 5, 2021 1:13 PM  
**To:** Ignacio Alvarez  
**Subject:** Re: RAV4 HYBRID

Ignacio,

LAST Two available spec sheet below. The other 5 in transit with these are already pre-sold

MSRP \$36,463

PRODUCTS \$3990

TAX \$3547.08 @8.75% TBC

DMV/DOC \$676.75

**OTD \$44,676.83**

<https://guest.dealer.toyota.com/v-spec/4T3B6RFV4MU056605/detail>



Toyota

guest.dealer.toyota.com

---

**From:** Ignacio Alvarez <IAlvarez@cityofperris.org>  
**Sent:** Monday, October 4, 2021 7:01 AM  
**To:** Carl Burt <CBurt@tvtoyota.com>  
**Subject:** RE: RAV4 HYBRID

Carl please give me a call I need some information thanks

**From:** Carl Burt <CBurt@tvtoyota.com>  
**Sent:** Friday, September 24, 2021 10:44 AM

**To:** Ignacio Alvarez <IAlvarez@cityofperris.org>  
**Subject:** RAV4 HYBRID

I have the pricing below for a rav4 hybrid xle potential order

**Msrp \$32,948**

**Products added \$3,990**

**Tax \$654**

**Lic/reg \$3,239**

**Out the door**

**\$40,831.26**

Our dealership adds the following products to ALL new TOYOTAs that arrive here:

**PERMA PLATE APPEARANCE PACKAGE \$1,995**

**KARR SECURITY SYSTEM \$1,995**

**TOTAL RETAIL PRICE = \$3,990.00**

**PERMA PLATE** is a protection treatment applied on both interior (Leatherguard and Fiberguard) and exterior (Paintguard) by our detailers.

It comes with a SEVEN-year warranty against a variety of issues that could affect your new vehicles' appearance.

**Paintguard** protects the vehicle's painted surfaces from

- (1) Sun's UV rays which cause oxidation and loss of "shine" (i.e., fading)
- (2) effects of salt air,
- (3) hard water from sprinklers,
- (4) bird droppings,
- (5) tree sap, and more

**Fiberguard** protects carpet and upholstery by preventing stains from spills, allowing quick cleanup, etc., by bonding with individual fibers.

**Leatherguard** is formulated to prevent/inhibit

- (1) drying and loss of softness/suppleness,
- (2) fading, discoloration, cracking, staining, and premature aging.

During the SEVEN-year warranty, **PERMA PLATE** will repair or replace the damaged area at no cost to you (including rips, tears, and burns).

**KARR SECURITY SYSTEM's** flashing LED light warns potential thieves that the vehicle is "armed".

Thieves see the light and will usually move on to an easier target.

And, it includes a **DUAL STAGE SHOCK** (vibration) sensor that will trigger the alarm if vibration is sensed (from someone trying to break into your vehicle, trying to steal your wheels/tires, or trying to tow the vehicle), and integrates with the vehicles electronic systems to add a layer of difficulty that makes it almost impossible to start the vehicle while the alarm is active.

And, with the system installed and activated (and paid for), it comes with a vehicle "cost replacement guarantee".

If the vehicle is stolen within the five years, you can file a claim and get a check for the difference between what the insurance company pays you and the MSRP of a new one (not including tax, license and fees).

CARL BURT

TVTOYOTA



## Ignacio Alvarez

---

**From:** Frank Pedroza <frankpedroza@mbtsmv.com>  
**Sent:** Wednesday, September 22, 2021 12:48 PM  
**To:** Ignacio Alvarez  
**Subject:** Frank Pedroza from Toyota Moss Bros



Hello Alvarez,  
This is Frank from Moss bro's Toyota in Moreno Valley.  
For the Rav4 Hybrid XLE in white. We only have 1 at the moment.  
For Stock #: G12141Q we are out the door \$52,357.

Feel free to text/call my personal number if have any additional question's.  
Thank for your time.

Frank Pedroza  
Internet Manager  
909-205-3239

Moss Bros Toyota  
12630 Motor Way  
Moreno Valley CA 92555

[www.mossbrostoyotamorenovalley.com/](http://www.mossbrostoyotamorenovalley.com/)  
(951) 247-8000

Your privacy is important to us. If you no longer wish to receive these emails, [click here](#).  
Alternatively, you may send a written request to the address above.



# CITY OF PERRIS


## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Lease Agreement Renewal for property located at 129 East 10<sup>th</sup> Street, APN 313-272-005

**REQUESTED ACTION:** 1) **Approve** a Lease Agreement Renewal for property located at 129 East 10<sup>th</sup> Street, APN 313-272-005; and 2) **Authorize** the City Manager or her designee to finalize and execute the Agreement as to form approved by the City Attorney.

**CONTACT:** Michele Ogawa, Economic Development and Housing Manager 

#### **BACKGROUND/DISCUSSION:**

In August of 2020, the City of Perris completed construction of a single-family home with attached garage at 129 East 10<sup>th</sup> Street, APN 313-272-005, utilizing grant funding from the United States Department of Housing and Urban Development (HUD), under the Neighborhood Stabilization Program (NSP). Housing Division Staff conducted a lottery on September 14, 2020, to randomly select a tenant for the home, which remains under City of Perris ownership. All entries into the lottery were determined by Housing Division Staff to qualify within the set income limit, or fifty percent (50%) of the Area Median Income (AMI) in Riverside County. The Lease Agreement was approved by City Council on September 29, 2020, with a Start Date of October 1, 2020, for a Term of one (1) year, expiring on September 30, 2021. The rent for the term was calculated using Section 8 Guidelines, or roughly thirty percent (30%) of the total household income. With that, the monthly rent for the tenant totals \$869.05. The tenant has established utility accounts in their name, and continues to make direct monthly payments to respective utility companies. The tenant has remained in good standing with the City of Perris. All monthly rent payments have been submitted early or on time, and there are no damage concerns on the property. The tenant has expressed an interest in remaining in the home, and renewing the Lease Agreement. Additionally, Housing Division Staff has completed the recertification process, to confirm that the tenant continues to qualify within the set income limit.

Staff is recommending that the City Council approve the attached Lease Agreement for renewal of the current tenancy for an additional one (1) year term, and authorize the City Manager or her designee to finalize and execute the agreement as to form approved by the City Attorney.

**BUDGET (or FISCAL) IMPACT:** Lease Agreement revenue will generate \$10,428.60 to the NSP Program Income Budget, to be utilized in ongoing NSP projects and programs.

---

Prepared by: Michele Ogawa, Economic Development and Housing Manager

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager ER

Attachments: 1. Project Site  
2. Copy of Lease Agreement

Consent: October 12, 2021

Public Hearing:

Business Item:

Presentation:

Other:

# **ATTACHMENT 1**

Project Site

# Project Site

129 East 10<sup>th</sup> Street

APN 313-272-005



# **ATTACHMENT 2**

**Copy of Lease Agreement**



**RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT**  
(C.A.R. Form LR, Revised 2017)

City of Paris Housing Authority

Edgar Arredondo & Stephanie Arredondo

(“Landlord”) and

(“Tenant”) agree as follows:

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 129 E 10th Street, Paris, CA 92570 (“Premises”).
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Edgar Arredondo, Stephanie Arredondo
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or  (if checked) the personal property on the attached addendum.

**2. TERM:** The term begins on (date) October 1, 2021 (“Commencement Date”), (Check A or B):

- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) September 30, 2022 at 5:00  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have in writing extended this agreement or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** “Rent” shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 869.05 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month’s Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier’s check,  other \_\_\_\_\_, to (name) The City of Paris (phone) (951) 943-5063 at (address) 101 North D Street, Paris, CA 92570 (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 8:00am and 5:00pm on the following days Monday through Friday. If any payment is returned for non-sufficient funds (“NSF”) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier’s check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ 869.05 (paid in full October 2020) as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner’s Broker’s trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant’s default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner’s Broker’s trust account, and Broker’s authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to The City of Paris shall be paid by  personal check,  money order, or  cashier’s check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit	N/A: Lease Renewal	\$869.05 (October 2020)	\$0.00	N/A
Other _____				
Other _____				
<b>Total</b>				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months’ Rent for unfurnished premises, or three months’ Rent for furnished premises.

Tenant’s Initials ( E.A. ) ( S.A. )  
Landlord’s Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or 1.000 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: Personal vehicles owned by Tenants as described in this paragraph. No commercial vehicles (GVWR over 10,000 lbs) shall be parked on or about the Premises

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: Only reasonable amount of household property owned by Tenants

The right to storage space  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- D. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( E.A. ) ( S.A. )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

14. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

17. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):

2 \_\_\_\_\_ key(s) to Premises,

\_\_\_\_\_ remote control device(s) for garage door/gate opener(s),

\_\_\_\_\_ key(s) to mailbox,

\_\_\_\_\_ key(s) to common area(s),

B. Tenant acknowledges that locks to the Premises  have  have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C.  (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials ( E.A. ) ( S.A. )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



- 22.  **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 23.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 24.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 25. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
- 26. **POSSESSION:**
  - A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_ ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 32. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

Tenant's Initials ( E.A. ) ( SA. )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



33. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

34. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

**Landlord:** City of Perris Housing Authority  
135 North D Street  
Perris, CA 92570  
Attn: Michele Ogawa, Rebecca Rivers

**Tenant:** Edgar Arredondo & Stephanie Arredondo  
129 East 10th Street  
Perris, CA 92570

35. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

37. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

38. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.

39. **CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

40. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** \_\_\_\_\_

The following ATTACHED supplements are incorporated in this Agreement:  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Interpreter/Translator Agreement (C.A.R. Form ITA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

42. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. **DISCLOSURE:**  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

43.  **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

44.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

45. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

Tenant's Initials ( E.A. ) ( S.A. )  
Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: 129 East 10th Street, Perris, CA 92570

Date: 9/28/21

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant Edgar Arredondo Date 9/28/21  
Address 129 East 10th Street City Perris State CA Zip 92570  
Telephone (951) 314-7895 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant Stephanie Arredondo Date 9/28/21  
Address 129 East 10th Street City Perris State CA Zip 92570  
Telephone (951) 708-8178 Fax \_\_\_\_\_ E-mail sarredondo118@gmail.com

46.  **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

47. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).

48. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent with authority to enter into this Agreement)

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(Owner or Agent with authority to enter into this Agreement)

Landlord Address 135 North D Street City Perris State CA Zip 92570  
Telephone (951) 943-5003 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 42.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Assignment of the Parkwest Development agreement from Parkwest Associates and East West Properties to MP Parkwest Partners and PW Land Investments for the Parkwest project located south of Nuevo Road and west of Dunlap Road

**REQUESTED ACTION:** That the City Council approve the Assignment and Assumption Agreement in accordance with the Development Agreement, and authorize the City Manager to execute the consent and estoppel certificate

**CONTACT:** Eric L. Dunn, City Attorney

### BACKGROUND/DISCUSSION:

Parkwest Associates and East West Properties (collectively, the “Developer”) own an approximately 534-acre site south of Nuevo Road and west of Dunlap Road that is subject to a Development Agreement dated March 28, 2007 (the “Project Site”). The Project Site also includes a Specific Plan and Tentative Tract Map 31157 (the “Project Approvals”).

On January 30, 2018, the City and the Developer amended the Development Agreement to extend the term of the Development Agreement by an additional ten years, expiring January 27, 2028. As consideration, the Developer agreed to provide a \$2,000,000 “Public Benefit Fee” to the City.

Developer now wishes to sell the Project Site to MP Parkwest Partners and PW Land Investments (collectively, the “Assignee”) to further the development of the Project Site. Section 2.3 of the Development Agreement provides that such a transfer requires the approval of the City “which approval shall be made on a timely basis and shall not be unreasonably conditioned or withheld.”

Staff has reviewed the Developer’s request for consent by the City to the Assignment and Assumption Agreement, and has found no good cause to deny such consent, and therefor recommends approval. The Assignee will assume the obligations of the Developer under the Development Agreement and the Project Approvals.

Staff requests the City Council approve the Assignment and Assumption Agreement and authorize the City Manager to execute the consent, the estoppel certificate attached to the Agreement, and any other documents necessary to complete the closing of escrow.

---

**BUDGET (or FISCAL) IMPACT:** Upon the close of escrow transferring the Project Site from the Developer to the Assignee, the City will receive the \$2M Public Benefit Fee from the proceeds of the sale.

---

Prepared by: Eric Dunn, City Attorney

**REVIEWED BY:**

City Attorney   X  

Assistant City Manager           

Deputy City Manager   ER  

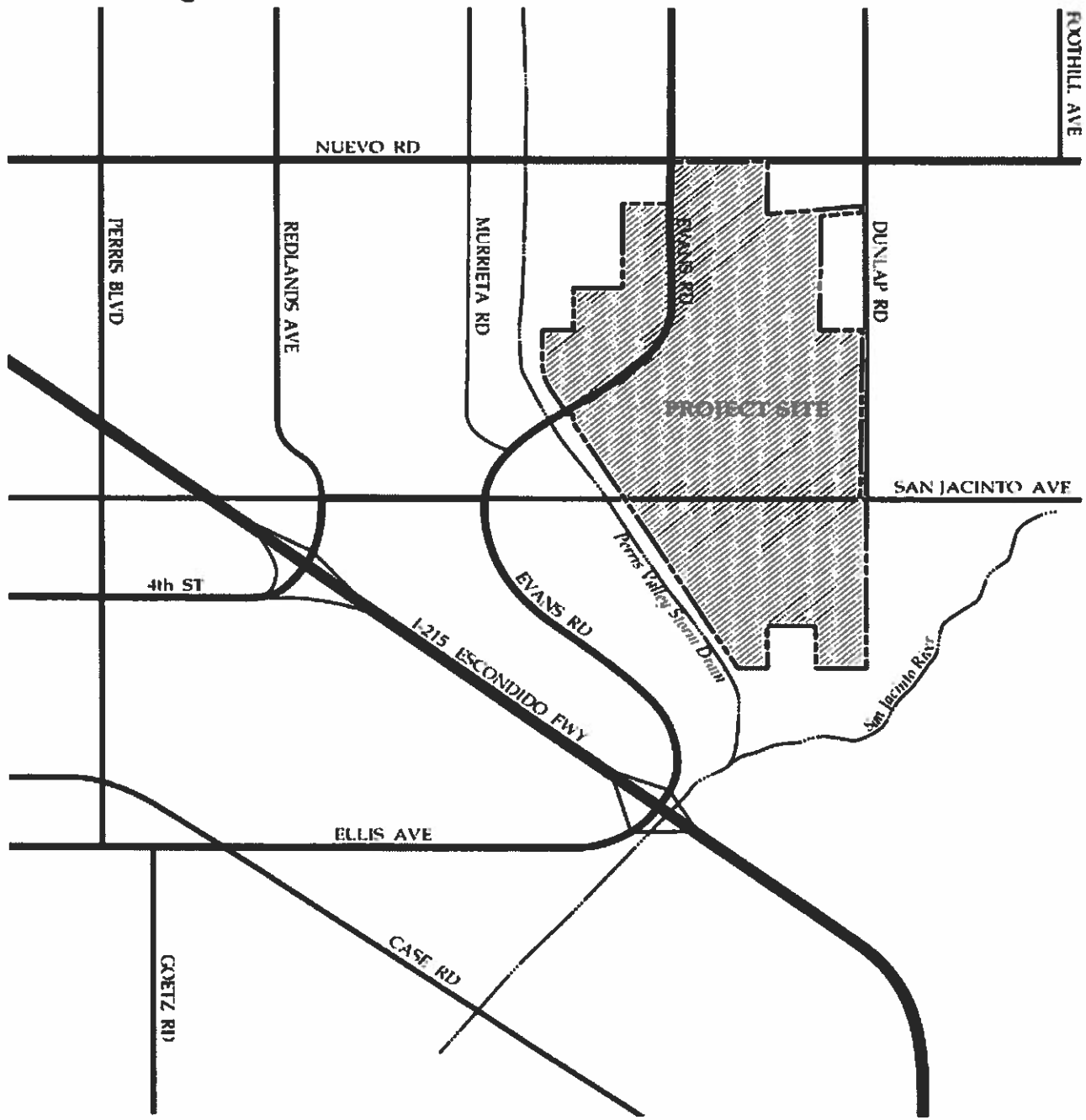
- Attachments: 1. Site Map
2. Assignment and Assumption Agreement by and between PARKWEST ASSOCIATES, a California general partnership, and EAST WEST PROPERTIES, a California general partnership (collectively, "Assignor"), and MP PARKWEST PARTNERS, LP, a Delaware limited partnership and PW LAND INVESTMENTS, LP, a Delaware limited partnership (collectively, "Assignee"), along with exhibits thereto.

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

# ATTACHMENT 1

SITE MAP

# PROJECT SITE





# ATTACHMENT 2

ASSIGNMENT AND ASSUMPTION AGREEMENT BY AND BETWEEN PARKWEST ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, AND EAST WEST PROPERTIES, A CALIFORNIA GENERAL PARTNERSHIP (COLLECTIVELY, "ASSIGNOR"), AND MP PARKWEST PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP AND PW LAND INVESTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP (COLLECTIVELY, "ASSIGNEE"), ALONG WITH EXHIBITS THERETO.

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Rutan & Tucker, LLP  
18575 Jamboree Road, 9th Floor  
Irvine, CA 92612  
Attn: John A. Ramirez, Esq.

Space above this line for recorder's use only

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**TRA:** \_\_\_\_\_  
**DTT:** \_\_\_\_\_

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Rutan & Tucker, LLP  
18575 Jamboree Road, 9th Floor  
Irvine, CA 92612  
Attn: John A. Ramirez, Esq.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into by and between **PARKWEST ASSOCIATES, a California general partnership**, and **EAST WEST PROPERTIES, a California general partnership** (collectively, “Assignor”), and **MP PARKWEST PARTNERS, LP, a Delaware limited partnership** and **PW LAND INVESTMENTS, LP, a Delaware limited partnership** (collectively, “Assignee”).

**RECITALS**

A. The City of Perris (“City”) and Assignor entered into that certain Development Agreement dated March 28, 2007 and recorded in the Official Records of Riverside County on April 5, 2007 as Instrument No. 2007-0230751 (the “Development Agreement”), with respect to the real property located in the City of Perris, State of California more particularly described in Exhibit “A” attached hereto (the “Project Site”), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of ParkWest Specific Plan Amendment No. 2 and Tentative Tract Map 31157 and the Development Agreement for the Project Site (collectively, the “Project Approvals”).

C. On August 4, 2010, Assignor entered into an Assignment and Assumption Agreement to transfer all of Assignor’s right, title, and interest in and to the Development Agreement to ParkWest Perris Associates, LLC, a Delaware limited liability company, and East West Perris Properties, LLC, a Delaware limited liability company (collectively, the “Delaware Entities”), and recorded said agreement in the Official Records of Riverside County on October 20, 2010 as Instrument No. 2010-0503168 (“Assignment No. 1”). Assignment No. 1 provides that its assignee entities constitute “Developer Affiliates” pursuant to Paragraph 2.3(g)(ii) of the Development Agreement. Assignment No. 1 erroneously provides in its recitals that the Development Agreement was “dated” February 13, 2007. Assignment No. 1 does not reference the Development Agreement by recorded Instrument Number, nor does it reference a recording date for the same.

D. On January 30, 2018, the City and Assignor, and not the Delaware Entities, agreed to amend the Development Agreement and recorded said amendment in the Official Records of Riverside County on April 4, 2018 as Instrument No. 2018-0128296 (“Amendment No. 1”), in which the City and Assignor agreed to extend the term of the Development Agreement by an additional ten (10) years, expiring January 27, 2028. As consideration, Assignor agreed to provide a two million dollar (\$2,000,000.00) monetary contribution to the City (the “Public Benefit Fee”). The City secured Assignor’s indebtedness with a Deed of Trust, recorded in the Official Records of Riverside County on October 24, 2018 as Instrument No. 2018-0419797 (the “Lien”).

E. Assignor intends to sell, and Assignee intends to purchase the Project Site more particularly described in Exhibit “A” attached hereto (the “Transferred Property”).

F. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

3. Effective Date. The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Riverside County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. Delivery of Estoppel Certificate. The Assignor shall obtain from the City an executed estoppel certificate and deliver the same to Assignee no less than ten (10) days prior to close of escrow stating that Assignor is in no material default or breach with respect to the Development Agreement with the exception of payment of the Public Benefit Fee owed to the City by Assignor, and that Assignor is in compliance with all other provisions of the Development Agreement. The estoppel certificate shall conform to the document attached hereto as Exhibit “B.”

5. Assignee Shall Cause the Payment of the Public Benefit Fee at the Closing of the Transferred Property. City shall submit a request for payoff of the Public Benefit Fee to escrow no less than ten (10) days prior to close. At the closing of the purchase and land sale transaction with respect to the Transferred Property, (i) the Assignee shall cause the Public Benefit Fee to be paid to the City, and (ii) City shall cause the Lien to be released from Title.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

**“ASSIGNOR”**

**ParkWest Associates,  
a California general partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**East West Properties,  
a California general partnership**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“ASSIGNEE”**

**MP PARKWEST PARTNERS, LP,  
a Delaware limited partnership**

By: **MISSION PACIFIC INVESTORS, LLC,  
a Delaware limited liability company**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Randall C. Luce  
Managing Principal**

**PW LAND INVESTMENTS, LP,  
a Delaware limited partnership**

By: **MISSION PACIFIC INVESTORS, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
**Randall C. Luce  
Managing Principal**

**RECEIPT AND ACCEPTANCE BY CITY**

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received and accepted by the City of Perris on this \_\_\_ day of \_\_\_\_\_, 202\_\_.

CITY OF PERRIS

\_\_\_\_\_

By:

\_\_\_\_\_  
City Manager or Designee

STATE OF CALIFORNIA         )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 202\_\_, before me \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_  
(Seal)

STATE OF CALIFORNIA         )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 202\_\_, before me \_\_\_\_\_ (here insert name of the officer), Notary Public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to 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 on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_  
(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Real property in the City of Perris, County of Riverside, State of California, described as follows:

**PARCEL 1: APN: 310-180-047**

ALL THAT PORTION OF LOT 2 AND THAT PORTION OF BOUNDARY ROAD, AS ABANDONED BY DOCUMENT RECORDED MAY 16, 1961 AS INSTRUMENT NO. 41798, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING NORTH OF THE RAILROAD RIGHT OF WAY IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT ON FILE IN BOOK 7, PAGE(S) 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION THEREOF PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF LAKE VIEW BRANCH OF SOUTHERN CALIFORNIA RAILROAD COMPANY WITH THE WESTERLY LINE OF RANCHO SAN JACINTO NUEVO;  
THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT OF WAY, 296.9 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO SAID RIGHT OF WAY, 100 FEET;  
THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE WESTERLY LINE OF SAID RANCHO;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RANCHO TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION, 2054.5 FEET WEST OF THE NORTHEAST CORNER THEREOF;  
THENCE SOUTH 00° 30' EAST, 750 FEET FOR THE POINT OF BEGINNING;  
THENCE NORTH 84° 12' EAST, 75 FEET;  
THENCE SOUTH 150 FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF PERRIS AND LAKEVIEW RAILWAY COMPANY;  
THENCE ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY SOUTH 84° 12' WEST, 150 FEET;  
THENCE NORTH 150 FEET;  
THENCE NORTH 84° 12' EAST, 75 FEET TO THE POINT OF BEGINNING;  
ALSO EXCEPTING THEREFROM THAT PORTION OF LOT 2, SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, AS SHOWN BY MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT ON FILE IN BOOK 7, PAGE(S) 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF THE RANCHO SAN JACINTO NUEVO WITH THE CENTER LINE OF NUEVO ROAD;  
THENCE EASTERLY ALONG THE SAID CENTER LINE, 626 FEET;  
THENCE SOUTHERLY, AT RIGHT ANGLES, TO SAID CENTER LINE, 660 FEET;  
THENCE WESTERLY, PARALLEL TO SAID CENTER LINE, 227.4 FEET TO THE WESTERLY LINE OF SAID RANCHO;  
THENCE NORTHWEST ALONG SAID WESTERLY LINE, 770.8 FEET TO THE POINT OF BEGINNING.

**PARCEL 2: APN: 310-180-008**

GOVERNMENT LOT 1 IN FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING NORTHERLY OF THE RIGHT OF WAY OF THE PERRIS AND LAKEVIEW RAILWAY AS SET OUT IN DEED RECORDED IN BOOK 76, PAGE 83 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THE WEST 20 ACRES OF SAID LOT 1;

ALSO EXCEPTING THEREFROM THAT PORTION OF GOVERNMENT LOT 1, FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 20 ACRES OF SAID LOT 1;  
THENCE EASTERLY ALONG THE CENTER LINE OF NUEVO ROAD, SAID CENTER LINE BEING ALSO THE NORTH LINE OF SECTION 28, 34 FEET, TO THE WESTERLY LINE OF THE RANCHO SAN JACINTO NUEVO; THENCE SOUTHEAST ALONG SAID WESTERLY LINE, 770.8 FEET TO A POINT DISTANT 660 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF SAID NUEVO ROAD;

THENCE WEST, PARALLEL TO SAID CENTER LINE, 472.1 FEET TO THE EAST LINE OF SAID 20 ACRES;  
THENCE NORTH ALONG SAID EAST LINE, 660 FEET TO THE POINT OF BEGINNING.

**PARCEL 3: APN: 310-210-001, 310-210-012 AND 310-200-006**

THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 8, 1955 AS INSTRUMENT NO. 23195 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ANY PORTION INCLUDED IN THE EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;



ALSO EXCEPTING THEREFROM THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE PERRIS PROPERTY PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, BY DEED RECORDED JANUARY 12, 1989 AS INSTRUMENT NO. 11507 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 4:** APN: 310-210-002 THRU 005, 007 THRU 009, 011 AND 013

LOTS 1 THROUGH 15 INCLUSIVE OF EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 5:** APN: 310-180-020 AND 310-180-021

LOTS 1 AND 2 OF THE PERRIS VALLEY LAND AND WATER COMPANY TRACT, IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH ALL OF THE BOUNDARY ROAD, ADJOINING SAID LOT 2 ON THE WEST AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 26, 1961 AS INSTRUMENT NO. 54693 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION LYING NORTH OF THE NORTH LINE OF THAT CERTAIN 100 FOOT STRIP (FORMERLY THE CALIFORNIA; ARIZONA AND SANTA FE RAILWAY) AS DESCRIBED IN THE DEED RECORDED MAY 15, 1950 AS INSTRUMENT NO. 2125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THAT PORTION DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN SECTION 28 AS SHOWN ON SAID MAP, SAID POINT BEING THE INTERSECTION OF THE CENTERLINES OF CENTRAL AVENUE AND DUNLAP DRIVE BEING THOSE UNNAMED STREETS SHOWN ON SAID MAP ADJOINING SAID LOT 1;  
THENCE WEST ON THE SOUTH LINE OF LOT 1 AND THE CENTERLINE OF CENTRAL AVENUE TO THE EAST LINE OF THE WEST 30 ACRES OF SAID LOT 1;  
THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE SOUTH LINE OF THAT CERTAIN 100 FOOT STRIP AS DESCRIBED IN THE DEED RECORDED MAY 15, 1950 AS INSTRUMENT NO. 2125 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;  
THENCE NORTH 84° 02' EAST AND ALONG SAID SOUTH LINE OF SAID 100 FOOT STRIP TO THE EAST LINE OF LOT 1 IN SECTION 28 BEING THE CENTERLINE OF DUNLAP DRIVE;  
THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

**PARCEL 6:** A PORTION OF 310-180-033, A PORTION OF 310-190-009

GOVERNMENT LOTS AND 2 AND 3 OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

ALSO THAT PORTION OF THE RIGHT OF WAY OF THE CALIFORNIA, ARIZONA AND SANTA FE RAILWAY COMPANY, 100 FEET IN WIDTH, NOW ABANDONED, INCLUDED IN THE FOLLOWING:

BEGINNING AT THE NORTH CORNER OF SAID GOVERNMENT LOT 2; THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF SAID GOVERNMENT LOT 2, 36.27 FEET;  
THENCE WESTERLY 19.1 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2, 32.93 FEET SOUTH OF THE NORTH CORNER OF SAID LOT;  
THENCE NORTH ON SAID WEST LINE, 32.93 FEET TO THE POINT OF BEGINNING.

**PARCEL 7: A PORTION OF 310-190-009**

GOVERNMENT LOT 4 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPTING THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 28, DISTANT NORTH 89° 29' 31" WEST 435.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION;  
THENCE NORTH 0° 30' 29" EAST 390.00 FEET;  
THENCE NORTH 89° 29' 31" WEST 50.00 FEET;  
THENCE SOUTH 0° 30' 29" WEST 390.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 89° 29' 31" EAST 50.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 8: A PORTION OF 310-180-033**

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

**PARCEL 9: A PORTION OF 310-180-033**

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING SOUTHERLY OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF CALIFORNIA, ARIZONA AND SANTA FE RAILWAY COMPANY, 100 FEET IN WIDTH NOW ABANDONED.

EXCEPTING THEREFROM THE WESTERLY THEREOF.

**PARCEL 10: A PORTION OF 310-190-009**

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING EASTERLY OF THE EASTERLY LINE OF THE FLOOD CONTROL CHANNEL, 300 FEET IN WIDTH, DESCRIBED IN THE DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED AUGUST 25, 1955 AS INSTRUMENT NO. 55321 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 11:** APN: 310-190-008

LOT 5 AND THOSE PORTIONS OF LOTS 3, 4, AND 6 OF BROCKMAN'S SUBDIVISION, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE(S) 700 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, LYING EASTERLY OF THE FLOOD CONTROL CHANNEL, 300 FEET IN WIDTH, DESCRIBED IN THE DEED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RECORDED AUGUST 25, 1955 AS INSTRUMENT NO. 55321 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 12:** APN: 310-190-015

A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT FILED IN THE DISTRICT LAND OFFICE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION 28 DISTANT NORTH 89° 29' 31" WEST 435.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION;  
THENCE NORTH 0° 30' 29" EAST 390.00 FEET;  
THENCE NORTH 89° 29' 31" WEST 50.00 FEET;  
THENCE SOUTH 0° 30' 29" WEST 390.00 FEET TO SAID SOUTH LINE; THENCE SOUTH 89° 29' 31" EAST 50.00 FEET TO THE POINT OF BEGINNING.

**PARCEL 13:** APN: 310-180-048

ALL THAT PORTION OF LOT TWO (2) IN SECTION TWENTY-EIGHT (28) TOWNSHIP FOUR (4) SOUTH, RANGE THREE (3) WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN BY MAP OF THE LANDS OF THE PERRIS VALLEY LAND AND WATER COMPANY, ON FILE IN BOOK 7 PAGE 38 THEREOF, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BY METES AND BOUNDS, BEGINNING AT A POINT SEVEN HUNDRED FIFTY (750) FEET SOUTH 0° 30' EAST, OF A POINT ON THE NORTH LINE OF SAID SECTION TWENTY-EIGHT (28), TWO THOUSAND FIFTY-FOUR AND FOUR TENTHS (2054.4) FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION;  
THENCE NORTH 84° 12' EAST, SEVENTY-FIVE (75) FEET;  
THENCE SOUTH ONE HUNDRED FIFTY (150) FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF THE PERRIS AND LAKEVIEW RAILWAY COMPANY;  
THENCE WITH SAID RIGHT OF WAY SOUTH 84° 12' WEST, ONE HUNDRED FIFTY (150) FEET;  
THENCE NORTH ONE HUNDRED FIFTY (150) FEET;  
THENCE NORTH 84° 12' EAST, SEVENTY-FIVE (75) FEET TO THE POINT OF BEGINNING.

**PARCEL 14: APN: 310-180-016**

ALL THAT PORTION OF LOT 2 LYING NORTH OF THE RAILROAD RIGHT OF WAY IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT ON FILE IN BOOK 7 PAGE(S) 39 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THAT PORTION OF SAID LAND KNOWN AS BOUNDARY ROAD VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 16, 1961, AS INSTRUMENT NO. 61-41798, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE RIGHT OF WAY OF LAKE VIEW BRANCH OF SOUTHERN CALIFORNIA RAILROAD COMPANY WITH THE WESTERLY LINE OF RANCHO SAN JACINTO NUEVO;  
THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT OF WAY 296.0 FEET;  
THENCE NORTHERLY AT RIGHT ANGLES TO SAID RIGHT OF WAY, 100 FEET;  
THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE WESTERLY LINE OF SAID RANCHO;  
THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID RANCHO TO THE POINT OF BEGINNING.

**PARCEL 15: APN: 310-180-011**

THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE.

**PARCEL 16: APN: 310-200-004**

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPT THAT PORTION LYING SOUTHWEST OF THE NORTHEAST LINE OF THE LAND CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JULY 2, 1953 IN BOOK 1487 PAGE 541 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

**PARCEL 17: APN: 310-190-010**

LOT 3 OF PERRIS VALLEY LAND AND WATER COMPANY TRACT, IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS SHOWN BY MAP ON FILE IN BOOK 7 PAGE(S) 38 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH ALL OF THE BOUNDARY ROAD, ADJOINING SAID LOT 3 ON THE WEST LINE AS VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, A CERTIFIED COPY OF WHICH WAS

RECORDED JUNE 26, 1961 AS INSTRUMENT NO. 54693 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 310-180-008-1 and 310-180-011-3 and 310-180-016-8 and 310-180-021-2 and 310-180-020-1 and 310-180-033-3 and 310-180-047-6 and 310-180-048-7 and 310-190-008-2 and 310-190-009-3 and 310-190-010-3 and 310-190-015-8 and 310-210-001-6 and 310-210-002-7 and 310-210-003-8 and 310-210-004-9 and 310-210-005-0 and 310-210-007-2 and 310-210-008-3 and 310-210-009-4 and 310-210-011-5 and 310-210-012-6 and 310-210-013-7 and 310-200-004-8 and 310-200-006-0

## **EXHIBIT "B"**

### **ESTOPPEL CERTIFICATE**

This Estoppel Certificate (the "Certificate") is provided this \_\_\_ day of \_\_\_\_\_, 2021, by the CITY OF PERRIS, a municipal corporation (the "City"), for the benefit of PARKWEST ASSOCIATES, a California general partnership ("ParkWest"), and EAST WEST PROPERTIES, a California general partnership ("East West") (hereinafter collectively referred to as "Developer"), and MP PARKWEST PARTNERS, LP, a Delaware limited partnership, and PW LAND INVESTMENTS, LP, a Delaware limited partnership (hereinafter collectively referred to as "Buyer").

### **RECITALS**

A. The City and Developer entered into that certain Development Agreement dated March 28, 2007 and recorded in the Official Records of Riverside County on April 5, 2007 as Instrument No. 2007-0230751 (the "Development Agreement"), with respect to certain real property located in the City of Perris, State of California (the "Project Site").

B. Developer has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of ParkWest Specific Plan Amendment No. 2 and Tentative Tract Map 31157 and the Development Agreement for the Project Site (collectively, the "Project Approvals").

C. On August 4, 2010, Developer entered into an Assignment and Assumption Agreement to transfer all of Developer's right, title, and interest in and to the Development Agreement to ParkWest Perris Associates, LLC, a Delaware limited liability company, and East West Perris Properties, LLC, a Delaware limited liability company (collectively, the "Delaware Entities"), and recorded said agreement in the Official Records of Riverside County on October 20, 2010 as Instrument No. 2010-0503168 ("Assignment No. 1"). Assignment No. 1 provides that its assignee entities constitute "Developer Affiliates" pursuant to Paragraph 2.3(g)(ii) of the Development Agreement. Assignment No. 1 erroneously provides in its recitals that the Development Agreement was "dated" February 13, 2007. Assignment No. 1 does not reference the Development Agreement by recorded Instrument Number, nor does it reference a recording date for the same.

D. On January 30, 2018, the City and Developer, and not the Delaware Entities, agreed to amend the Development Agreement and recorded said amendment in the Official Records of Riverside County on April 4, 2018 as Instrument No. 2018-0128296 ("Amendment No. 1"), in which the City and Developer agreed to extend the term of the Development Agreement by an additional ten (10) years, expiring January 27, 2028. As consideration, Developer agreed to provide a two million dollar (\$2,000,000.00) monetary contribution to the City (the "Public Benefit Fee"). The City secured Developer's indebtedness with a Deed of Trust, recorded in the Official Records of Riverside County on October 24, 2018 as Instrument No. 2018-0419797 (the "Lien").

E. Developer intends to sell, and Buyer intends to purchase, the Project Site (the "Transferred Property").

F. In connection with such purchase and sale, Developer desires to transfer all of the Developer's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Buyer desires to accept such assignment from Developer and assume the obligations of Developer under the Development Agreement and the Project Approvals with respect to the Transferred Property.

G. At the closing of the purchase and land sale transaction with respect to the Transferred Property, (i) the Buyer has agreed to cause the Public Benefit Fee to be paid to the City, and (ii) the City has agreed to cause the Lien to be released from Title.

NOW, THEREFORE, to the City's actual knowledge, the City hereby acknowledges and certifies, as of the date first-stated above, the following:

1. One Development Agreement Governs the Transferred Property. City acknowledges and certifies that the Development Agreement dated March 28, 2007, as amended on January 30, 2018 by Amendment No. 1, is the sole development agreement affecting the Transferred Property.

2. Developer's Breach of Development Agreement As Amended is Limited Solely to Developer's Nonpayment of the Public Benefit Fee. City acknowledges and certifies that Developer is in breach of the Development Agreement as amended by Amendment No. 1 on January 30, 2018 solely with respect to the payment of the Public Benefit Fee owed to the City by Developer.

3. Developer Has Not Otherwise Breached Development Agreement. City acknowledges and certifies that Developer is in no material default or breach otherwise with respect to the Development Agreement as amended and is in compliance with all other provisions of the Development Agreement.

4. Authority. The person or persons executing this Certificate on behalf of the City are duly authorized to do so, and no additional signatures, consents, or approvals are required in order for this Certificate to be binding on the City. The City acknowledges and agrees that Developer and Buyer are relying upon the contents of this Certificate and the City's execution hereof, and that in consideration for such material reliance the City shall now and forever be estopped from denying the validity of this Certificate and the City knowingly and expressly waives any such claim or defense.

[Signature page follows.]

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed and to become effective as of the date first set forth above.

**CITY:**

City of Perris, a municipal corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Award Contract to Community Works Design Group for the professional architectural services for the Perris Green City Farm and Community Park Access Enhancement Project.

**REQUESTED ACTION:** That the City Council award a contract to Community Works Design Group for a total of \$44,890 for the professional architectural services for the Peris Green City Farm and Community Park Access Enhancement Project; and Authorize the City Manager to execute project related documents, approved as to form by the City Attorney.

**CONTACT:** Sabrina Chavez, Community Services Director

#### **BACKGROUND/DISCUSSION:**

The California Natural Resource Agency Urban Greening Program awarded the City of Perris \$455,000 to fund the expansion of the Perris Green City Farm and enhance community park access to neighboring green space, Foss Field Park. The Perris Green City Farm and Community Park Access Enhancement Project will improve connectivity to both green spaces by developing a multipurpose trail utilizing existing pathways that will support bicycle and pedestrian paths for increased accessibility, connectivity, and usability. The project will include new sustainable elements, trees in support of carbon sequestration; and garden will include additional demonstration space, trees, expansion of a kids' corner, additional garden systems, green trellises, and an outdoor amphitheater to support workforce development, nutrition educational programs, and horticultural workshops. The project aims to cultivate a culture that supports green and open spaces through transformative sustainable systems to provide a healthy equitable built environment to the Perris Community.

City staff published the bid on Active Bidder on September 1, 2021 and provided public notice for Request for Proposals on September 1, 2021 and September 8, 2021. Staff followed the City of Perris' Purchasing Code, Chapter 3.32, closing the bid on September 22, 2021. Three proposals were received ranging from \$42,100 to \$44,890. Community Works Design Group ranked the highest in demonstrating an understanding and qualifications necessary for the satisfactory performance needed in the project. Community Works Design Group was selected as the architectural firm to provide a concept and schematic design; design and construction documents; and construction support and administration for the Perris Green City Farm and Community Park Access Enhancement Project. Community Works Design Group has extensive experience and

specializes in quality public park design and renovation; and worked with the City in the designs for Mercado Park, Enchanted Hills Park, and Goetz Park Phase II.

Respectfully, Staff recommends that the City Council award a contract to Community Works Design Group for a total contract sum of \$44,890 for the professional architectural services for The Perris Green City Farm and Community Park Access Enhancement Project. The Perris Green City Farm and Community Park Access Enhancement Project is a reimbursable grant funded through California Natural Resource Agency and costs for the architectural services will be reimbursed.

---

**BUDGET (or FISCAL) IMPACT:**

Costs associated with the project is funded through the reimbursable grant from the California Natural Resource Agency Urban Greening Program.

---

Prepared by: Crystal Lopez, Public Health Supervisor

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager SR

Attachments: 1) Site Plan Aerial  
2) Concept Design Plan  
3) Draft Community Works Design Group Contract Service Agreement

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



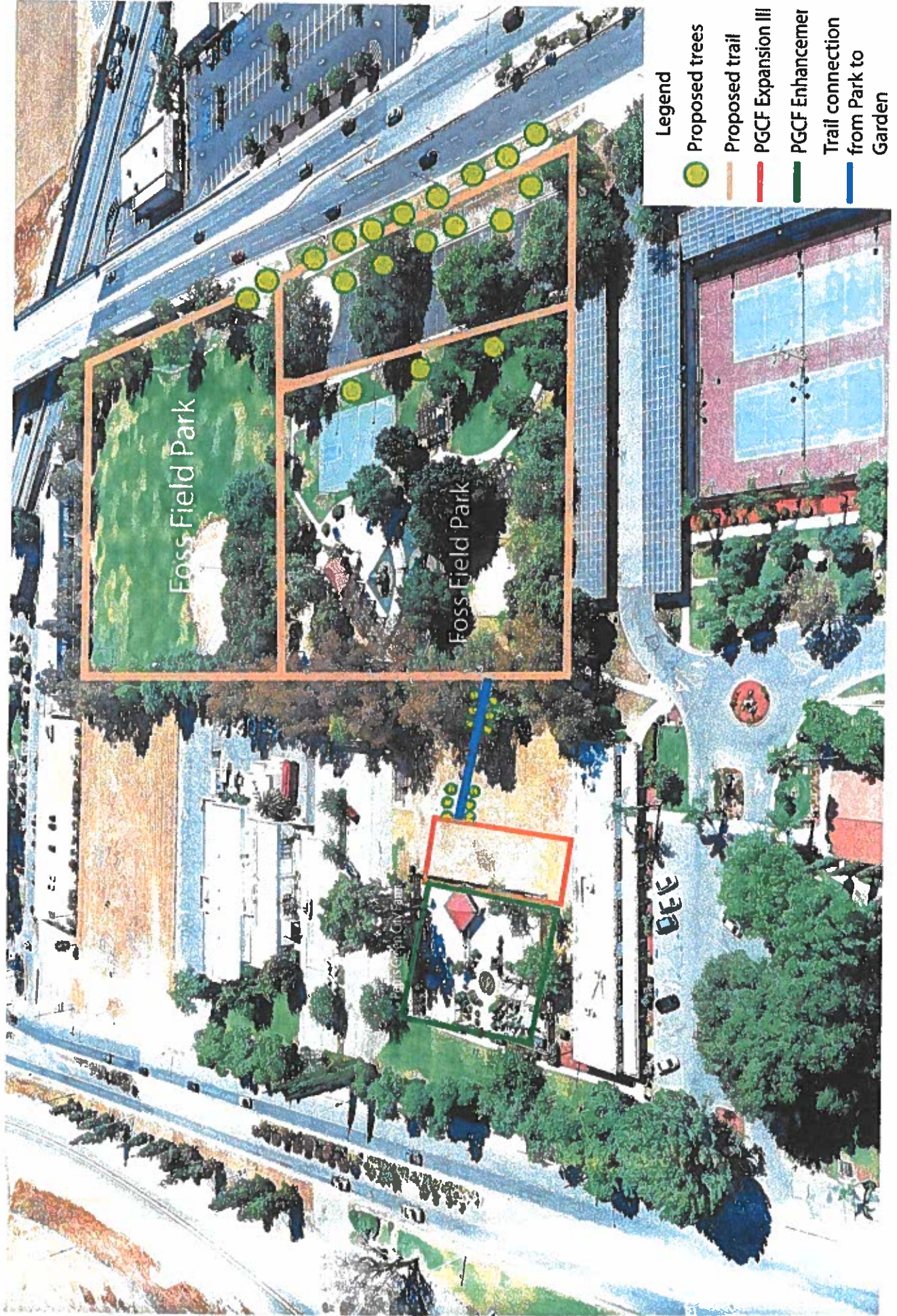
**CITY OF PERRIS**  
COMMUNITY SERVICES

---

**ATTACHMENT 1:  
SITE PLAN AERIAL**



# Perris Green City Farm and Community Park Access Enhancement Project Site Plan



- Legend**
- Proposed trees
  - Proposed trail
  - PGCF Expansion III
  - PGCF Enhancer
  - Trail connection from Park to Garden

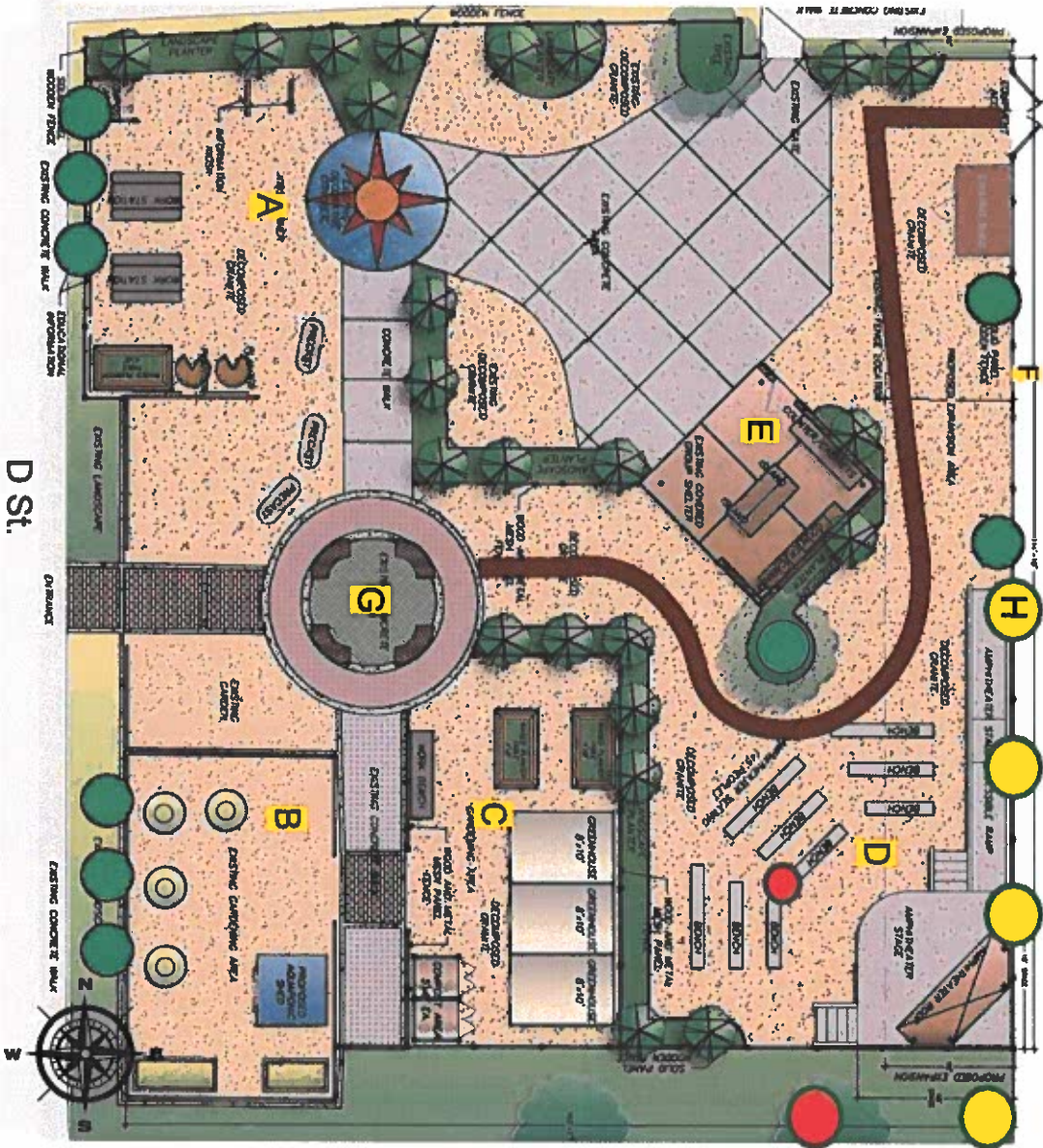


**CITY OF PERRIS**  
COMMUNITY SERVICES

---

**ATTACHMENT 2:  
CONCEPT DESIGN PLAN**

# Perris Green City Farm Phase III



- Proposed**
- A. Kids Corner**
    - Approx. 3 raised planter boxes
    - Approx. 2 educational kiosks
    - Approx. 2 exhibits
    - Approx. 2 green trellises
    - Approx. 2 work stations
    - Approx. 3 precast statues
  - B. Modern Systems**
    - Aquaponic System
    - Permeable concrete
  - C. Gardening Area**
    - Greenhouse
    - Compost system
    - Approx. 2 raised planter boxes
    - Landscape planter
    - Decomposed granite
    - Decomposed granite
  - D. Outdoor Amphitheater**
    - Decomposed granite (DG)
    - Concrete benches
    - Existing tree to remain
    - Raised stage with ADA accessibility
    - Amphitheater shade structure
  - E. Outdoor Demonstration Kitchen**
    - Rainwater collection system
    - Masonry wall and gate for secured area
    - Commercial kitchen appliances
  - F. Foss Field Park**
    - Approx. 0.5-mile DG multipurpose trail with mile marker signage
  - G. Garden**
    - Permeable concrete trail connection to Foss Field Park
    - Approx. 10 educational signs throughout
    - Solar garden lighting throughout
    - Gate on the eastside of the garden to match existing
    - Demo existing fence to make room for expansion
    - Addition of new mesh panel interior fence to outline expansion area
  - H. Additional Elements**
    - Planting approx. 40 trees
    - Irrigation
    - 2 funding acknowledgment signs



**CITY OF PERRIS**  
COMMUNITY SERVICES

---

**ATTACHMENT 3:  
DRAFT COMMUNITY WORKS DESIGN  
GROUP CONTRACT SERVICE  
AGREEMENT**

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT FOR THE PERRIS GREEN CITY FARM AND COMMUNITY PARK ACCESS ENHACEMENT PROJECT

This Contract Services Agreement ("Agreement") is made and entered into this 12<sup>th</sup> day of October 2021, by and between the City of Perris, a municipal corporation ("City"), and Community Works Design Group – LLC, a Park Planning and Landscape Architecture ("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



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 forty-four thousand eight hundred and ninety dollars (\$44,890.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

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

3.4 **Term.** Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than July 30, 2022.

#### **4.0 COORDINATION OF WORK**

**4.1 Representative of Consultant.** Scott Rice 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 error and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 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"  
Community Works Design Group, a  
Landscape Architecture- Planning

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

\_\_\_\_\_  
Scott Rice, President

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

\_\_\_\_\_

(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**  
**(SEE ATTACHMENT)**

EXHIBIT "A"  
SCOPE OF SERVICES

**SCOPE OF WORK**

**TASK 1 - CONCEPT REFINEMENT AND SCHEMATIC DESIGN**

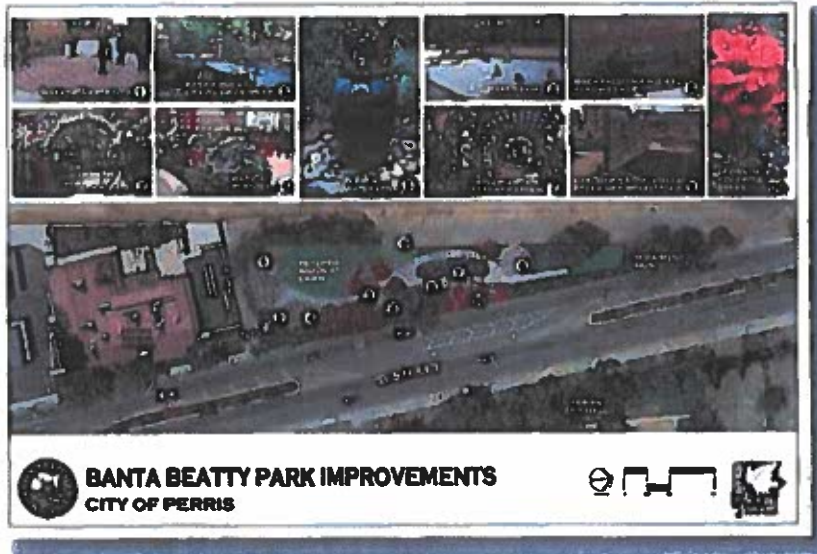
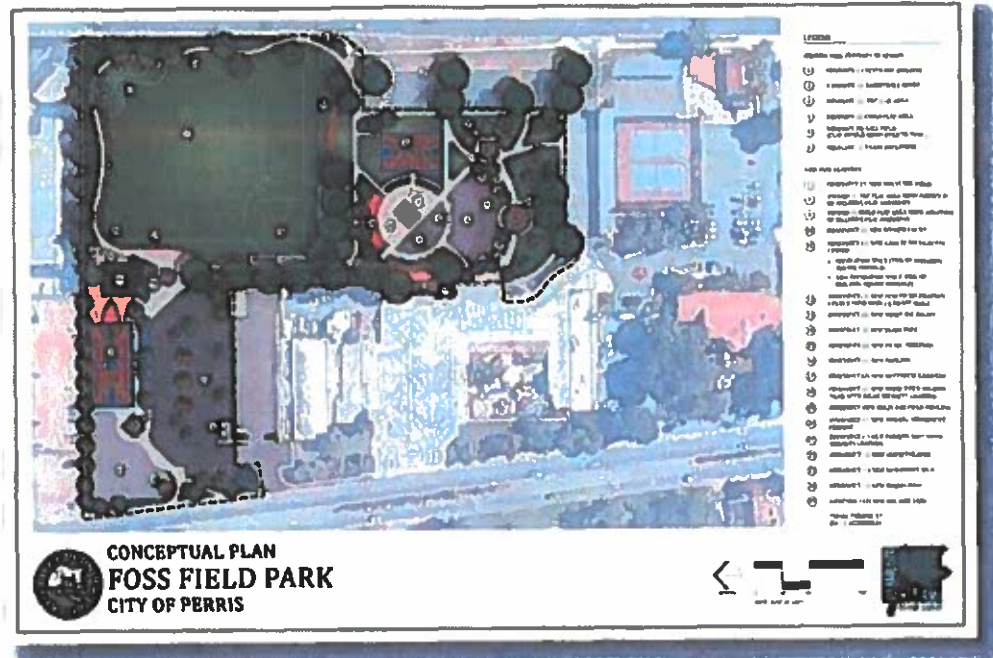
Upon Notice to Proceed, our team will work with the City to transform the conceptual plan included in the Grant application into a Design Development plan, so that final decisions can be made on layout, materials, and so on. A critical step in this process is developing real-time cost estimates so that we can ensure our design stays within the City's available funding.

1. Our team, including the key representatives of our subconsultants, will meet with the City, with proper social distancing guidelines in place (or online if necessary, depending on the County's COVID tier in place at the time of award). The purpose of this kick-off meeting will be to allow the City and our team to become familiarized with one another and to establish the next steps for community outreach.
2. We will put together an initial base plan, utilizing base drawings developed as part of our Foss Field design, showing approximate footprints of improvements schematically identified within the master plan. We will concurrently update our initial cost estimate based on our understanding of the City's expectations for the park improvements. Because the funding of this project is limited, the ongoing cost assessment will be a critical step in the design process.
3. Once the City has indicated initial concurrence with the layout, we will develop an updated color plan and supplemental PowerPoint presentation for use in the ongoing community outreach process.
4. We will actively participate in all community meetings needed for this project. All preparatory meetings and correspondence with City Staff in advance of the community meeting are also included.
5. We will update the conceptual design based on the Community and City input into an updated color plan to memorialize the completion of this concept refinement task.



*Here is a recent example of the level of detail our firm utilized for presenting an updated concept to the City of Perris. This is similar to what we envision for presenting the updated version of this project.*

## TASK 1 - (CONTINUED)



*Our familiarity of the scope area for this project is apparent in our overall concept for Foss Field Park (above). We have also collaborated with the Grow Perris team on the conceptual design for Banta Beatty Park's meditation garden, which will be located across D Street from the Perris City Farm.*

### TASK 1 - CONCEPT REFINEMENT/ SCHEMATIC DESIGN - DELIVERABLES

- PDF copies of all documents
- Color concept plans for public meetings
- Preliminary Cost Estimates (updated throughout project)

## **TASK 2 - CONSTRUCTION PLANS/ SPECIFICATIONS/ ESTIMATES (PS&E)**

With City and Community buy-in to the updated conceptual plan, we will move forward with the preparation of plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction. All scope items within the City's Request for Proposals (RFP) are included, even if not specifically noted below. We will provide submittals at 65%, 95% and 100% (final), as per the City's RFP. The PS&E package will include all items deemed necessary for full City approval, but are not necessarily limited to, the items listed below.

1. **DEMOLITION PLANS:** We will prepare demolition plans to clearly indicate action for all items to be demolished as well as those intended to be protected in place.
2. **CIVIL ENGINEERING PLANS:** Our subconsultant civil engineer will prepare a working draft of the grading plan for construction of finished grading, horizontal control, water plans, bio-swales and dust control plans. Cut and Fill earthwork calculations will be prepared at the 90% point and again at the 100% submittal. The plans will be at a scale of 1"=20' and indicate detail finish grading, Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.
3. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Final Master Plan - including pathways, garden features, pathways, exhibits, site furnishings, and so on. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
4. **IRRIGATION PLANS:** We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated in the RFP. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.
5. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Native and naturally sustainable species will be of primary importance in the plant selection process. Planting options for students and the community will be included.
6. **ELECTRICAL:** Complete Electrical Plans with all necessary details will be provided. We will be evaluating all existing systems and incorporate all of the latest technologies including solar, low voltage, LED systems to produce the most efficient and long term solutions for the City.
7. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required.

**TASK 2 - CONSTRUCTION DESIGN PHASE - continued**

8. **COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.
  9. **DOCUMENT PROCESSING:** We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
  10. **MEETINGS:** We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.
  11. **FINAL DOCUMENTS:** After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.
- 

**TASK 2 - CONSTRUCTION DOCUMENT PHASE - DELIVERABLES**

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 2 sets hard copies of each submittal (65%, 95% and Final 100% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 65% and 95% Draft plans, estimates and technical Specifications; 100% Final Technical plans, specifications and estimates.
- Spreadsheet identifying community volunteer opportunities
- CAD files of all pertinent drawings

### **TASK 3 - BIDDING AND CONSTRUCTION SUPPORT PHASE**

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
4. We will participate in construction meetings when requested, and at a frequency determined by the City. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as-builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.
6. We will review as-builts and assist in the reproduction of the as-built information on disc, for the project.

---

### **TASK 3 - BIDDING AND CONSTRUCTION SUPPORT PHASE - DELIVERABLES**

- PDF copies of all documents (field reports, etc.)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Prepare as-built/ record drawings
- CAD files of all pertinent drawings

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

N/A



**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of forty-four thousand eight hundred and ninety dollars (\$44,890.00). Consultant shall be paid within thirty (45) days after City's receipt and approval of an invoice submitted by consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

<b>Services</b>	<b>Budget</b>
<b>Task 1: Concept Refinement/ Schematic Design</b>	<b>\$ 13,265.00</b>
<b>Task 2: Construction Documents</b>	<b>\$22,150.00</b>
<b>Task 3: Bidding and Construction Support</b>	<b>\$ 7,875.00</b>
<b>Reimbursable (Printing/ Mileage, Etc)</b>	<b>\$ 1,600.00</b>
<b>Total</b>	<b>\$ 44,890.00</b>

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**  
**(SEE ATTACHMENT)**

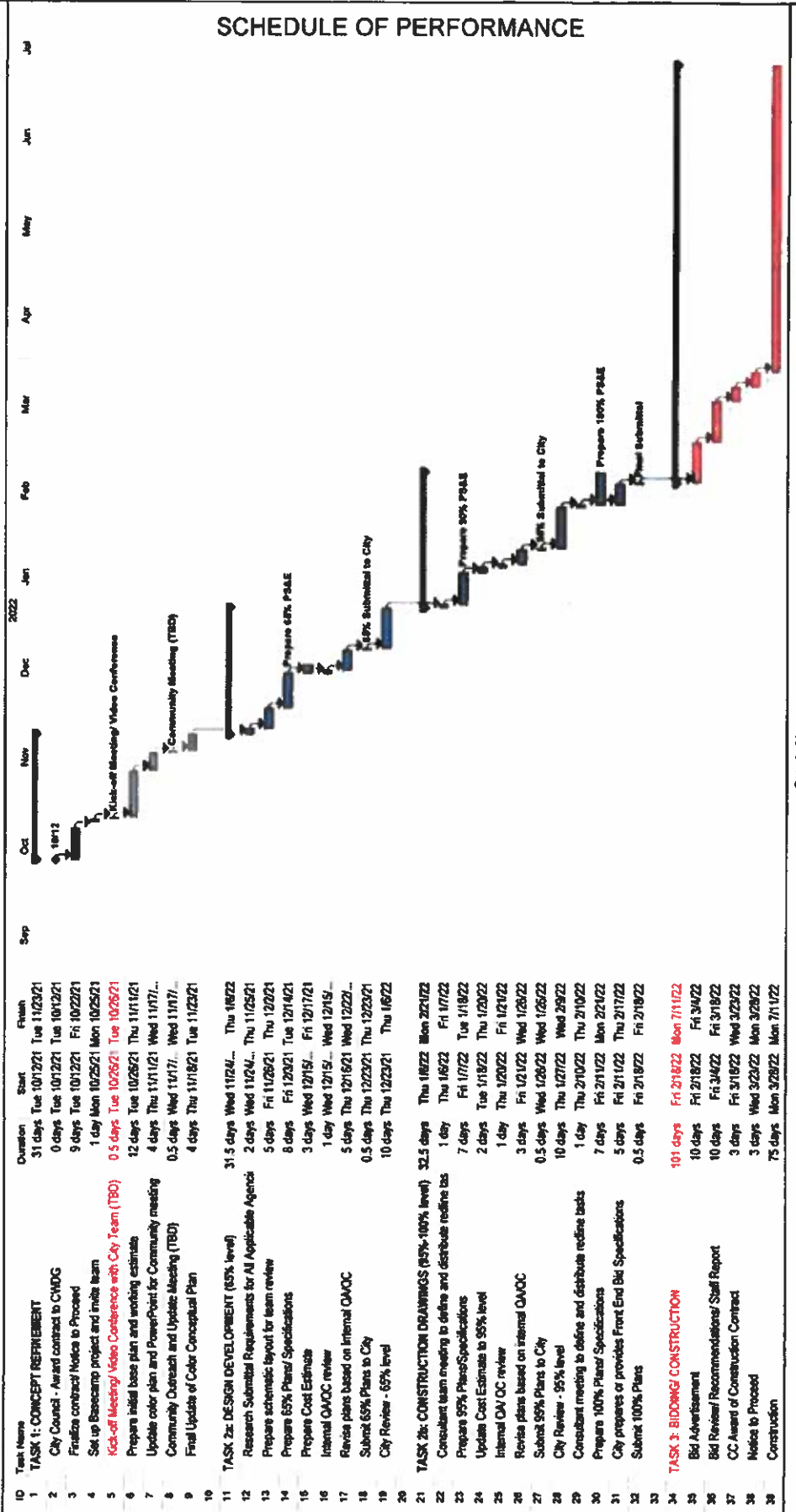
SCHEDULE OF PERFORMANCE

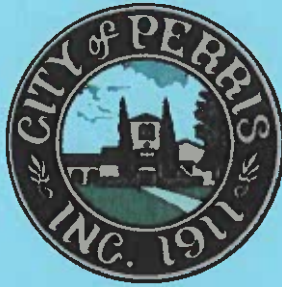
PERRIS GREEN CITY FARM AND COMMUNITY PARK ACCESS ENHANCEMENT PROJECT



TENTATIVE PROJECT SCHEDULE

UPDATED: SEPTEMBER 22, 2021





10.1.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Annual Statement of Investment Policy for Fiscal Year 2021-22

**REQUESTED ACTION:** Adopt Resolution No. (next in order) approving the City's Statement of Investment Policy for Fiscal Year 2021-22.

**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

---

#### **BACKGROUND/DISCUSSION:**

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

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

There were two changes in the laws which were reflected in the attached Statement of Investment Policy for Fiscal Year 2021-22. The first change on Pages 5 and 9 of the Statement of Investment Policy relates to the City's permissible investments in Commercial Papers which are of "prime" quality. Under a new provision sunsetting on January 1, 2026, no more than 40% (previously the percentage was 25%) of the City's portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than \$100,000,000. After January 1, 2026 the 40% amount will revert back to 25%.

The second change on Page 6 of the Statement of Investment Policy relates to prohibition of investment in non-U.S Government securities which could result in zero interest yield. Under a new provision sunsetting on January 1, 2026, securities backed by the U.S. Government that could result in a zero or negative interest accrual if held to maturity are permitted. The possibility of zero-yield investment is due to the economic downturn caused by the ongoing Covid-19 pandemic. Previously, the City's investment policy prohibited all investments in securities that could result in zero interest yield. The new provision will sunset on January 1, 2026 and the investment policy will revert back to the old status which prohibited investment in all zero-yield securities whether or not they are backed by the U.S Government.

The proposed Statement of Investment Policy was presented to the Ways and Means Subcommittee at its meeting of September 30, 2021 and the committee members noted the changes mentioned therein.

---

**BUDGET (or FISCAL) IMPACT:** No impact to the budget.

---

Prepared by: Stephen Ajobiewe, Finance Manager

**REVIEWED BY:**

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

Assistant City Manager

Deputy City Manager 

Attachments: 1. Resolution on Annual Investment Policy

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

# ATTACHMENT 1

Resolution Number (next in order)

On Annual Investment Policy

RESOLUTION NUMBER \_\_\_\_\_

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ADOPTING THE ANNUAL STATEMENT OF INVESTMENT  
POLICY FOR FISCAL YEAR 2021-22***

***WHEREAS***, IN ACCORDANCE WITH California Government Code Section 53600, et seq., and the City of Perris Statement of Investment Policy, the City Director of Finance/Treasurer has prepared and submitted to the City Council the Annual Statement of Investment Policy for Fiscal Year 2021-22.

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

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

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

***Section 2.*** The Annual Statement of Investment Policy for the City of Perris for Fiscal Year 2021-22 has been adopted by the City Council for implementation by the City Director of Finance/Treasurer.

***ADOPTED, SIGNED and APPROVED*** this 12th day of October, 2021.

\_\_\_\_\_  
Mayor, Michael M. Vargas

Attest:

\_\_\_\_\_  
CITY CLERK

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

I, Nancy Salazar, duly elected City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number \_\_\_\_\_, was duly adopted by the City Council of the City of Perris at the regular meeting thereof held on the 12th day of October 2021, by the following vote:

Ayes:  
Noes:  
Absent:

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

Exhibit A – Statement of Annual Investment Policy



**EXHIBIT A**  
**ANNUAL STATEMENT OF INVESTMENT POLICY**

**CITY OF PERRIS**  
**STATEMENT OF INVESTMENT POLICY**  
**Fiscal Year 2021 – 2022**

**I. PURPOSE**

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

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

**II. SCOPE**

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

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

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

### **III. PRUDENCE**

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

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

### **IV. INVESTMENT OBJECTIVES**

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

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

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

## **V. DELEGATION OF AUTHORITY**

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

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

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

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

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

## **VI. ETHICS AND CONFLICTS OF INTEREST**

All officials, staff members and consultants involved in the investment functions will refrain from personal business activity that could conflict with the execution of the investment function or which may impair their ability to make impartial investment decisions. Officials, staff members, and consultants will disclose to the City Manager any financial interests with a financial institution, provider, dealer or broker that conducts business with the City. Officials, staff members and consultants will further disclose any

personal financial positions that could be related to the performance of the City's portfolios.

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

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

## **VII. INDEMNIFICATION OF INVESTMENT OFFICIALS**

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

## **VIII. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS**

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

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

## **IX. AUTHORIZED AND SUITABLE INVESTMENTS**

The investing of City funds is governed by the California Government Code, Sections 53600 et seq. Within the context of the limitation, the following investments are authorized (also see reference table shown in Appendix A), as further limited herein:

1. United States Treasury Bills, Bonds, and Notes or those for which the full faith credit of the United States is pledged for payment of principal and interest.

2. Obligations issued by Government Sponsored Enterprises such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCBS), the Federal Home Loan Banks (FHLB), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), Federal Agricultural Mortgage Corporation (FAMCA) and the Tennessee Valley Authority.
3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 40% of the market value of the portfolio. No more than 30% may be invested in the banker's acceptances of any one commercial bank pursuant to this section. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
4. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO) that is "A" or higher, or the equivalent, by an NRSRO, having assets in excess of \$500,000,000. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 10% of the outstanding paper of the issuing corporation. Under a provision sunsetting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than \$100,000,000. After January 1, 2026 Purchases of commercial paper may not exceed 25% of the market value of the portfolio. Entity must have debt other than commercial paper that is rated "A" or higher by at least one NRSRO, or has commercial paper rated "A-1" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
5. Negotiable Certificates of Deposit issued by nationally or state chartered banks or state or federal savings institutions. Purchases of negotiable certificates of deposit may not exceed 30% of the total portfolio and 5% of any one issuer. A maturity limitation of five (5) years is applicable. Issuer must have short term debt obligations rate "A-1" or higher by at least one NRSRO, or long term debt obligations which are rated "A" or higher by at least one NRSRO. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth.
6. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions. The amount per institution is limited to the maximum covered under federal insurance (FDIC). No more than 30% of the portfolio will be invested in

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

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

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

## **X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES**

1. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
2. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
3. Investment in any non-U.S. Government security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunseting on January 1, 2026, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
4. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

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

## **XI. COLLATERALIZATION**

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

## **XII. SAFEKEEPING**

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

## **XIII. MAXIMUM MATURITIES**

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

## **XIV. INTERNAL CONTROLS**

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

## **XV. LEVERAGING**

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



## **XVI. REPORTING**

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

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

## **XVII. POLICY ADOPTION**

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

**Appendix A**  
**City of Perris Approved Investment Instruments**  
**Reference Table**

Perris Investment Policy (Section IX)	Permitted Investment/Deposits	Perris % of Portfolio Limits/Maturity Limits	Additional Restrictions
1	US Treasury Obligations	No % limit/5 years	
2	US Agency Obligations	No % limit/5 years	
3	Banker's Acceptances	40% limit/180 days	*No more than 30% of portfolio invested in any one commercial bank
4	Commercial Paper	<del>40</del> 25% limit/270 days	*No more than 10% of the total outstanding paper of the issuer
5	Negotiable Certificates of Deposit	30% limit/5 years	*No more than 5% of portfolio invested in any one issuer
6	Non-negotiable Certificates of Deposit	30% limit/5 years	
7	Certificate of Deposit Placement Service	30% limit/5 years	
8	Repurchase Agreements	20% limit/92 days	
9	Local Agency Investment Fund (LAIF)	80% limit/no maturity limit	
10	State of California/California Local Agency Bonds, Notes, Warrants, Other Indebtedness	10% limit/5 years	
<p>*Further restrictions are required on a per issuer basis for these items. The total value invested in any one issuer shall not exceed the designated percentage and 5% of the issuer's net worth.</p>			

## Appendix B

### Glossary of Terms

**Agencies** - Also referred to as Federal Agencies or Fed Agencies and include such organizations or enterprises as the: Federal Home Loan Bank (FHLB), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Banks (FFCB), and Government National Mortgage Association (GNMA).

**Bankers' Acceptance (BA)** - A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**Broker** - A broker brings buyers and sellers together for a commission.

**Certificate of Deposit** – A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable. CD's may be eligible for FDIC insurance.

**Certificate of Deposit Placement Service** - The Certificate of Deposit Account Registry Service (CDARS), is a US for-profit service that breaks up large deposits (from individuals, companies, nonprofits, public funds, etc.) and places them across a network of more than 3000 banks and savings associations around the United States.

**Collateral** - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

**Commercial Paper** - Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts receivable, inventories and meeting short-term liabilities. Maturities on commercial paper rarely range any longer than 270 days. Commercial paper is usually issued at a discount from face value and reflects prevailing market interest rates.

**Custody** - A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principal.

**Delivery vs. Payment (DVP)** - Delivery of securities with a simultaneous exchange of money for the securities.

**Diversification** - Dividing investment funds among a variety of securities offering independent returns and risk profiles.

**Federal Agencies** - Special government organizations set up for a specific purpose such as the management of resources, financial oversight of industries or national security issues. These organizations are typically created by legislative action, but may initially be

set up by a Presidential Order as well. The directors of these agencies are typically selected by residential appointment. A number of these organizations issue securities such as stocks and bonds that have been historically popular with investors. Agencies of the Federal Government that were established to supply credit to various classes of institutions and individuals (e.g., S&Ls, small business firms, students, farmers, farm cooperative, and exporters).

**Federal Deposit Insurance Corporation ("FDIC")** - A federal agency that insures bank deposits, currently up to \$ 250,000.00 per deposit.

**Federal Home Loan Banks (FHLB)** - Government sponsored wholesale banks which lend funds and provide correspondent banking services to member commercial banks, thrifty institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

**Federal Home Loan Mortgage Corporation (FHLMC)** – The FHLMC was created under the Federal Home Loan Mortgage Act, Title III of the Emergency Home Finance Act of 1970 as a stockholder owned government-sponsored enterprise. Freddie Mac, as the corporation is called, is charged with providing stability and assistance to the secondary home mortgage market by buying first mortgages and participation interests and reselling these securities in the form of guaranteed mortgage securities. Although agency obligations are not explicitly guaranteed by the federal government, the rating agencies believe that in the unlikely event of financial difficulties, the federal government will support the agency to the extent necessary to provide for full and timely payment on their securities.

**Federal National Mortgage Association (FNMA)** - FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**Government National Mortgage Association (GNMA)** – Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities, are backed by the FHA, VA, or FmHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

**Interest Rate** - The annual yield earned on an investment, expressed as a percentage.

**Local Agency Investment Fund** - The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code. This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years. The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller. The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the appointing authority. All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

**Liquidity** - Refers to the ability to rapidly convert an investment into cash with minimal risk of losing some portion of principal and/or interest.

**Maturity** - The date upon which the principal or stated value of an investment becomes due and payable.

**Money Market** - The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

**Municipal Securities of Local Agencies** – Debt securities issued by states, cities, counties and other governmental entities to fund day-to-day obligations and to finance capital projects. The purchase of municipal securities is a loan to the bond issuer in exchange for regular interest payments and the return of the original investment.

**Prudent Investor** - An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only a list of securities selected by the custody state – the so-called legal list. In other states the trustee may invest in a security if it is one which would be brought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**Rate of Return** - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

**Repurchase Agreement (RP or REPO)** - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

**Reverse Repurchase Agreement (Reverse REPO)** - A transaction where the seller (City) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

**Risk** - Degree of uncertainty of return on an asset.

**Treasury Bills** – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**Treasury Bonds** - Long-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities of more than ten years.

**Treasury Notes** - Medium-term coupon-bearing U. S. Treasury securities issued as direct obligations of the U. S. Government and having initial maturities from two to ten years.

**Yield** - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

**Yield to Maturity** - The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.J.

**MEETING DATE:** October 12, 2021  
**SUBJECT:** Check Register for August 2021  
**REQUESTED ACTION:** Approve the City's Monthly Check Register for August 2021  
**CONTACT:** Ernie Reyna, Deputy City Manager *ER*

---

**BACKGROUND/DISCUSSION:**

The check register for the month of August 2021 is presented for City Council approval.

---

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

---

Prepared by:

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager *ER*

Attachments:

1. Check Register – August 31, 2021

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

# ATTACHMENT 1

Check Register-August 31, 2021



**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146508	08/05/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, JUNE 2021	\$ 47,505.14
146509	08/05/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	7,647.04
146510	08/05/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS, VARIOUS BENEFIT ZONES	20,298.31
146511	08/05/2021	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING	59.60
146512	08/05/2021	CREATIVE PRINTING	BUDGET NOTEBOOKS/BUSINESS CARDS/GROW PERRIS PRINTS	1,036.56
146513	08/05/2021	LIZBETH CURIEL	FY20-21 VISION REIMBURSEMENT	400.00
146514	08/05/2021	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	22,345.00
146515	08/05/2021	HOME DEPOT CREDIT SERVICES	VARIOUS TOOLS, SUPPLIES FOR MAINTENANCE	489.21
146516	08/05/2021	INTERWEST CONSULTING GROUP, INC.	BLDG DEPT TEMP STAFF/JOB/SKILLS CENTER PROF SERVICES	36,420.00
146517	08/05/2021	LA GARE CAFE	TRAINING 6/22/2021	73.02
146518	08/05/2021	MAMCO INC.	GOETZ RD WIDENING 6/30/2021	919,413.39
146519	08/05/2021	JIM FORBES VOICE, INC.	LEGAL PUBLICATIONS	367.51
146520	08/05/2021	RK ENGINEERING GROUP INC	DPR19-00012 PERRIS/RAMONA WAREHOUSE	1,460.00
146521	08/05/2021	SOCIAL WORK ACTION GROUP	HOMELESS SERVICES 6/01-6/30/2021	18,000.00
146522	08/05/2021	WEST COAST ARBORISTS, INC	TREE MAINTENANCE SERVICES	5,451.30
146523	08/05/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	1,792.24
146524	08/05/2021	CREATIVE PRINTING	WINDOW ENVELOPES	77.36
146525	08/05/2021	HOME DEPOT CREDIT SERVICES	VARIOUS TOOLS, SUPPLIES FOR MAINTENANCE	309.70
146526	08/05/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	158.66
146527	08/05/2021	WILLDAN FINANCIAL SERVICES	CFD ADMIN FY21-22 JULY-SEPT 2021	22,893.19
146528	08/05/2021	4IMPRINT, INC.	GROW PERRIS PROMOTIONAL SUPPLIES	380.05
146529	08/05/2021	ADAME LANDSCAPE, INC.	IRRIGATION REPAIRS, VARIOUS BENEFIT ZONES	21,107.52
146530	08/05/2021	AMAZON CAPITAL SERVICES	WEBCAMS/END OF SUMMER EVENT/TEEN CTR SUPPLIES/SR CTR FURNITURE	2,088.31
146531	08/05/2021	ANDERSON ELECTRIC	MAINT/REPAIRS AT VARIOUS LOCATIONS	7,482.00

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146532	08/05/2021	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES FEB & APRIL 2021	20,278.90
146533	08/05/2021	BAY ALARM COMPANY	ALARM MONITORING SERVICES	2,095.22
146534	08/05/2021	CAL ANIMALS	STAFF 3 YEAR CERTIFICATION	150.00
146535	08/05/2021	ISABEL CARLOS	VISION REIMBURSEMENT FY20-21	544.95
146536	08/05/2021	CINTAS	FIRST AID KIT SUPPLIES	419.09
146537	08/05/2021	CORPORATE PAYMENT SYSTEMS	CM: PE SUBSCRIPTION/BUSINESS MEALS 6/15-7/09/21	151.03
146538	08/05/2021	CORPORATE PAYMENT SYSTEMS	P.A. SYSTEM/ERC PRIZES/CITY FARM SUPPLIES/OFFICE SUPPLIES	5,691.08
146539	08/05/2021	CORPORATE PAYMENT SYSTEMS	YAC KNOTTS TRIP/ OFFICE FURNITURE/CONFERENCE ROOM EQUIPMENT	6,862.59
146540	08/05/2021	DAN'S FEED AND SEED INC.	PARKS: GROUND MAINTENANCE	15.77
146541	08/05/2021	ELITE FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER SERVICE	1,872.87
146542	08/05/2021	ESGIL, LLC	PLAN CHECK/PERMIT SERVICES APRIL & JUNE 2021	160,487.58
146543	08/05/2021	FIELDMAN, ROLAPP & ASSOCIATES	GENERAL ADVISORY SERVICES	3,871.00
146544	08/05/2021	G. HURTADO CONST. INC.	322 RED BUD PLACE REPAIRS (WATER LEAK)	3,539.64
146545	08/05/2021	GALLARDOS TRANSMISSION	SHERIFF: TOWING SERVICES	1,270.46
146546	08/05/2021	IB REPROGRAPHICS	104 ORANGE AVE	42.88
146547	08/05/2021	VISUAL EDGE, INC.	PRINTING SERVICES 6/01-6/30/21	3,300.17
146548	08/05/2021	INLAND LIGHTING SUPPLIES, INC.	CITY YARD SUPPLIES	102.79
146549	08/05/2021	INLAND ROAD SERVICE & TIRE	OTR SERVICE CALL	1,419.13
146550	08/05/2021	INTERMEDIA.NET INC.	OFFICE365 LICENSING/SUPPORT MAY-JULY 2021	7,462.05
146551	08/05/2021	IRON MOUNTAIN	FILE STORAGE SERVICES, DEV SVCS DEPT APR-	687.26
146552	08/05/2021	KIMBALL MIDWEST	USS SKT SET SCREW ASST/METRIC SET SCREW	277.78
146553	08/05/2021	LANGUAGE NETWORK, INC.	COUNCIL MEETING 6/08/21	450.00
146554	08/05/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	3,616.42
146555	08/05/2021	MATERIAL HANDLING SYSTEMS, INC.	PERMIT REFUND PMT20-00985	2,575.80

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146556	08/05/2021	NUTRIEN AG SOLUTION, INC.	LANDSCAPE MAINTENANCE	42.99
146557	08/05/2021	OTIS ELEVATOR COMPANY	BOB GLASS GYM: ELEVATOR MAINTENANCE 4/01-6/30/2021	263.37
146558	08/05/2021	PRESENTA PLAQUE CORPORATION	ADMIN DEPT: PLAQUES	140.64
146559	08/05/2021	PUBLIC ENTITY RISK MANAGEMENT	WORKER'S COMP FY 21-22 1ST QTR 7/01-9/30	107,806.00
146560	08/05/2021	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	93.50
146561	08/05/2021	RANCHO VET TACK & FEED SUPPLY	K-9 FEED	93.50
146562	08/05/2021	NATIONAL COMMUNITY RENAISSANCE	COMMUNITY ENGAGEMENT; HOUSING MARCH	6,690.00
146563	08/05/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	CONTRACT LAW ENFORCEMENT 6/03-6/30/21	1,567,436.25
146564	08/05/2021	ROTARY CLUB OF PERRIS	MEMBERSHIP QTRLY DUES	195.00
146565	08/05/2021	ROW TRAFFIC SAFETY, INC	COVID: MESSAGE BOARD RENTAL/VARIOUS STREET SIGNS	2,978.29
146566	08/05/2021	SOUTHERN CALIFORNIA EDISON	BZ 6/04-6/24/2021	820.63
146567	08/05/2021	SITONE LANDSCAPE SUPPLY, LLC	BZ-49 HYDROPOINT WEATHERTRAK	1,498.85
146568	08/05/2021	SPARKLETT'S	BOTTLED WATER SERVICES	49.85
146569	08/05/2021	STATER BROS MARKETS	YOUTH ADVISORY COMMITTEE: END OF SUMMER	47.45
146570	08/05/2021	STEVE LEMON AIR CONDITIONING	ANIMAL CONTROL: NEW REMOTE CONTROL	60.00
146571	08/05/2021	SUNSTATE EQUIPMENT CO	MERCADO PARK: WATER TRUCK RENT CONTRACT	15,291.40
146572	08/05/2021	SYNTECH	NETWORK/SERVER SUPPORT, JULY 2021	1,974.00
146573	08/05/2021	COUNTY OF RIVERSIDE	RMS/CLETS FY20-21 7/01-6/30/2021	118,106.00
146574	08/05/2021	TLC ANIMAL REMOVAL SERVICES	ANIMAL REMOVAL SERVICES, JUNE 2021	1,000.00
146575	08/05/2021	COUNTY OF RIVERSIDE	TRAFFIC SIGNAL MAINTENANCE/INSPECTION	1,427.31
146576	08/05/2021	TRULY NOLEN BRANCH 064	100 N D ST : PEST CONTROL COMMERCIAL	70.00
146577	08/05/2021	U. S. POSTAL SERVICE	REPLENISH POSTAGE; BULK PERMIT 134	4,000.00
146578	08/05/2021	VISTA PAINT CORPORATION	PAINT, HANDELS, COVERS	1,191.28
146579	08/05/2021	WALTERS WHOLESAL ELECTRIC CO	CITY HALL INTERIOR REPAIRS/SENIOR CENTER FLEX COUPLINGS	329.29

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146580	08/05/2021	WESTERN RIVERSIDE COUNCIL OF	TUMF FEES COLLECTED, JANUARY 2021	414,090.00
146581	08/06/2021	AUTO ZONE COMMERCIAL	AUTO PARTS FOR CITY YARD VEHICLES	410.51
146582	08/06/2021	BAY ALARM COMPANY	ALARM MONITORING SERVICES	265.00
146583	08/06/2021	BDL ALARMS, INC.	SENIOR CENTER; MONTHLY FIRE ALARM MONITORING	70.00
146584	08/06/2021	ROBERTA LYNN BURK	COVID MEMORIAL: NATIONAL ANTHEM	100.00
146585	08/06/2021	CALIFORNIA CITY MANAGEMENT FOUNDATION	MEMBERSHIP RENEWAL 7/01-6/30/2022	400.00
146586	08/06/2021	CALOLYMPIC SAFETY	PUB WORKS: SAFETY GEAR	627.53
146587	08/06/2021	ARTURO CERVANTES	IT STAFF LUNCH/TRAINING	276.51
146588	08/06/2021	CINTAS	FACILITY MAINT SUPPLIES; VARIOUS DEPT	773.02
146589	08/06/2021	CINTAS	FIRST AID KIT SUPPLIES	59.33
146590	08/06/2021	MALCOLM CORONA	VISION REIMBURSEMENT FY21-22	607.00
146591	08/06/2021	DAN'S FEED AND SEED INC.	PAINT, DOOR CHAIN, ETC	54.86
146592	08/06/2021	DISCOUNT PLAYGROUND SUPPLY	PERRIS VALLEY TRAIL: AIR PUMP STAND	3,930.85
146593	08/06/2021	FRONTIER	PHONE SVCS 7/19-8/18/2021	78.42
146594	08/06/2021	GALLARDOS TRANSMISSION	FORD LIC# 1049448, BLOWER MOTOR	329.30
146595	08/06/2021	GORM, INC.	GRAY ROLL LINERS	545.41
146596	08/06/2021	GRAINGER	WALK BEHIND CARPET EXTRACTOR/EXTRACTION HAND TOOL	4,914.83
146597	08/06/2021	GRAPPLERS, INC.	(90) MODEL 233-33" GRAPPLERS	2,114.10
146598	08/06/2021	VISUAL EDGE, INC.	CS DEPT PRINTING SERVICES 7/01-7/31/21	21.55
146599	08/06/2021	INFOVISION SOFTWARE	MAINTENANCE: AUG- JULY 2022	2,100.00
146600	08/06/2021	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES 8/01-8/31/21	460.00
146601	08/06/2021	INLAND ROAD SERVICE & TIRE	NEW TIRES FOR TOYOTA OPEN COUNTRY A43	912.06

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146602	08/06/2021	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	MEMBERSHIP RENEWALS (2)	330.00
146603	08/06/2021	IRON MOUNTAIN	FILE STORAGE 7/01-7/31/21	910.82
146604	08/06/2021	JIM ROGERS' LOCK & KEY	FIRE STATION #101 & HISTORICAL SOCIETY	389.98
146605	08/06/2021	NAPA AUTO PARTS	SAFE CANS, GAS CANS	350.67
146606	08/06/2021	PERRIS VALLEY CHAMBER OF COMMERCE	CHAMBER EVENT: PERK UP	10.00
146607	08/06/2021	PREFERRED BENEFIT INSURANCE	DELTA DENTAL, JULY 2021	7,010.10
146608	08/06/2021	PUBLIC ENTITY RISK MANAGEMENT	INSURANCE: GEN LIABILITY, CYBER LIAB, PROPERTY PRGM, ERMA, CRIME COVERAGE	801,015.00
146609	08/06/2021	RIVERSIDE RUBBER STAMP & ENGRAVING	CITY CLERK'S OFFICE STAMP	35.72
146610	08/06/2021	SC FUELS	FUEL CARDS 7/15/21	7,489.62
146611	08/06/2021	SUNSTATE EQUIPMENT CO	EQUIPMENT RENTAL: 1093 HARLEY KNOX	1,206.44
146612	08/06/2021	TalentZok	TEMP STAFF SERVICES	1,698.64
146613	08/11/2021	EWING IRRIGATION PRODUCTS, INC.	IRRIGATION SUPPLIES- STOCK	71.01
146614	08/11/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	110.00
146615	08/11/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	4,872.58
146616	08/11/2021	BARNES CONSTRUCTION, INC.	WEED ABATEMENT AT VARIOUS LOCATIONS	14,800.00
146617	08/11/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS, VARIOUS BENEFIT ZONES	688.84
146618	08/11/2021	CREATIVE PRINTING	OFFICE SUPPLIES	42.02
146619	08/11/2021	FLOWATER, INC.	DRINKING WATER DISPENSER-RENTAL	483.21
146620	08/11/2021	JESSICA GALLOWAY	VISION REIMBURSEMENT	287.10
146621	08/11/2021	IBETH GALVAN	VISION REIMBURSEMENT	274.95
146622	08/11/2021	HOME DEPOT CREDIT SERVICES	PAINT STREET LIGHTS/TOOLS FOR SHOP REPAIRS/FIRE STATION 101	2,171.26

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146623	08/11/2021	INTERWEST CONSULTING GROUP, INC.	VARIOUS ENGINEERING PROJECTS, ANNUAL SLURRY SEAL, ENCHANTED HILLS, ETC	160,358.02
146624	08/11/2021	LA GARE CAFE	SENIOR CENTER CATERING SERVICES	256.14
146625	08/11/2021	JIM FORBES VOICE, INC.	CITY HALL BUILDING IMPROVEMENTS	274.99
146626	08/11/2021	PINEDA GENERAL CONSTRUCTION	BZ-42 EVANS RD & MORGAN	1,945.00
146627	08/11/2021	WILLDAN FINANCIAL SERVICES	CONTINUING DISCLOSURE REVIEW	4,050.00
146628	08/11/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	5,645.34
146629	08/11/2021	BARNES CONSTRUCTION, INC.	TRAIN MUSEUM 4TH & "D" STREET	14,335.00
146630	08/11/2021	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINTENANCE; CITY PARKS	45,870.75
146631	08/11/2021	SABRINA CHAVEZ	VISION REIMBURSEMENT	539.00
146632	08/11/2021	FLOWATER, INC.	DRINKING WATER DISPENSER-RENTAL	370.56
146633	08/11/2021	HOME DEPOT CREDIT SERVICES	CITY YARD TOOLS	1,130.00
146634	08/11/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	178.54
146635	08/11/2021	LA GARE CAFE	PARKS & REC MEETING & ART MURAL REVEAL CATERING	478.05
146636	08/11/2021	MONICA MARTINEZ	VISION REIMBURSEMENT	607.55
146637	08/11/2021	NEIGHBORLY SOFTWARE	CDBG: RECURRING SOFTWARE FEE JULY-OCT 2021	1,200.00
146638	08/11/2021	JIM FORBES VOICE, INC.	LEGAL PUBLICATIONS; PLANNING	2,637.54
146639	08/11/2021	JEFFREY ROBINSON	VISION REIMBURSEMENT	111.75
146640	08/11/2021	LAURA SOSA	FITNESS INSTRUCTOR JULY 2021	400.00
146641	08/11/2021	WATER EDUCATION SERVICES, INC	PROFESSIONAL SERVICES: WATER & SEWER	3,850.00
146642	08/11/2021	WILLDAN FINANCIAL SERVICES	SPECIAL TAX CONSULTING SERVICES	33,459.55
146643	08/12/2021	ADAME LANDSCAPE, INC.	LANDSCAPE MAINT APRIL-MAY 2021 & "D" STREET PLANTER UPGRADES	100,277.31
146644	08/12/2021	AMAZON CAPITAL SERVICES	REC SUMMER PROGRAM SUPPLIES, SENIOR CENTER SUPPLIES, OFFICE PRINTER	4,529.35
146645	08/12/2021	ANDERSON ELECTRIC	PUBLIC WORKS YARD	1,120.00

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

CHECK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146646	08/12/2021	AUTO AIDE TOWING	CODE ENFORCEMENT: TOWING SERVICES, FEBRUARY 2021	28,567.80
146647	08/12/2021	B&S BUILDERS UNITED, LLC	FRANK EATON MEMORIAL PARK & METZ PARK REPAIRS	3,020.36
146648	08/12/2021	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	7,586.00
146649	08/12/2021	BLADES GROUP, LLC	186 EA 50LB BAGS OF ROCKASPHALT	3,348.00
146650	08/12/2021	BMW MOTORCYCLES OF RIVERSIDE	SHERIFF: MOTORCYCLE REPAIRS	609.32
146651	08/12/2021	DEREK BROWN	YOUTH SUMMER PROGRAM: DANCE	400.00
146652	08/12/2021	BSN SPORTS	SPORT SUPPLIES; SOCCER/TEE BALL	1,614.72
146653	08/12/2021	BUTLER ENTERPRISE	COMMUNITY SERVICES/SENIOR CENTER/STATLER/GYM FLOOR CLEANING	8,215.00
146654	08/12/2021	CG RESOURCE MANAGEMENT	CIVIL ENGINEER: COMMERCIAL TRAINING	1,031.25
146655	08/12/2021	CINTAS	1ST AID KIT RE-FILL	25.32
146656	08/12/2021	CINTAS	1ST AID KIT RE-FILL	64.57
146657	08/12/2021	CODE 5 GROUP, LLC	SHERIFF: SLAP-ON TRACKER REPLACEMENT	240.00
146658	08/12/2021	CR&R	11 S D STREET SERVICE 6/01-6/30/21	264.68
146659	08/12/2021	DAN'S FEED AND SEED INC.	ANIMAL CONTROL: GENERAL SUPPLIES	127.03
146660	08/12/2021	CRYSTAL DRIEVER	REIMBURSE: MOVIES DRIVE-IN EVENT (FOOD)	62.17
146661	08/12/2021	DUTALE, INC. DBA MCS	CITY HALL: INSTALL 8 CAT 6 NETWORK DATA	1,190.00
146662	08/12/2021	E-Z UP, INC.	EZ-UP FOR P TV EVENTS & IT STAFF	3,566.37
146663	08/12/2021	EARTHCHEM INDUSTRIAL SUPPLY, LLC	CAR WASH & WAX, ODOR KILLERS, GLOVES, ETC.	3,243.78
146664	08/12/2021	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER JAN-MAR 2021	3,677.00
146665	08/12/2021	GRAINGER	MORGAN PARK SUPPLIES	514.06
146666	08/12/2021	GRAY QUARTER, INC.	DEVELOPMENT SERVICES: PROFESSIONAL SVCS MAR-APR 2021	13,412.50
146667	08/12/2021	VISUAL EDGE, INC.	PRINTING SERVICES MAY-JUN 2021	213.31
146668	08/12/2021	IMPERIAL SPRINKLER SUPPLY	IRRIGATION SUPPLIES FOR VARIOUS CITY PARKS	2,900.58

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146669	08/12/2021	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES 8/01-8/31/21	450.00
146670	08/12/2021	INLAND ROAD SERVICE & TIRE	OTR SERVICE CALL	375.95
146671	08/12/2021	IRON MOUNTAIN	DEVELOPMENT SERVICES DEPT: FILE STORAGE SERVICES	343.63
146672	08/12/2021	JIM ROGERS' LOCK & KEY	PARKS: DUPLICATE KEYS	170.00
146673	08/12/2021	LANGSTON MOTORSPORTS	SHERIFF: UNIFORMS/BALLISTIC SHOCKTUBE/FUEL	881.16
146674	08/12/2021	MAC TOOLS DISTRIBUTOR	VARIOUS SHOP SUPPLIES FOR CITY YARD	3,860.47
146675	08/12/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	28,273.55
146676	08/12/2021	JOSE G. MARTINEZ	REIMBURSE: WORK BOOTS/TRACTOR SUPPLY PURCHASE	287.88
146677	08/12/2021	NAPA AUTO PARTS	TRAILER PLUG	26.24
146678	08/12/2021	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	FUEL SPILL AT 455 CAMINO LOS GALLOS	8,031.43
146679	08/12/2021	PROIMPRINT.COM, INC.	LIVE WELL PERRIS PROMOTIONAL EVENT SUPPLIES	506.43
146680	08/12/2021	ROW TRAFFIC SAFETY, INC	STREET NAME/STREET SWEEPING SIGNS	677.21
146681	08/12/2021	SOUTHERN CALIFORNIA EDISON	FOSS FIELD PARK	447.65
146682	08/12/2021	SOUTHERN CALIFORNIA EDISON	7TH ST & B ST 6/01-6/30/2021	3,421.18
146683	08/12/2021	SOUTHERN CALIFORNIA EDISON	EVANS/AVALON/RAMONA 5/18-6/14/2021	41,205.92
146684	08/12/2021	SIEMENS MOBILITY, INC.	BZ: POLE KD INSTALLATION	15,565.19
146685	08/12/2021	STATER BROS MARKETS	PARKS DEPT: WATER BOTTLES	34.44
146686	08/12/2021	SUNSET GRAPHICS	COMMUNITY SERVICES STAFF: CITY LOGO POLOS/JACKETS/CAPS	8,145.19
146687	08/12/2021	ANGELIC TREJO	REIMBURSE: COFFEE FOR MEETINGS/BIRTHDAY SUPPLIES	90.60
146688	08/12/2021	UNITED STORM WATER, INC	RETENTION RELEASE YEAR 4 FLOOD CTRL FCD 1-2017-18-02	12,617.12



**CITY OF PERRIS**  
**CHECK REGISTER**  
**August 31, 2021**

<b>CHECK NO.</b>	<b>VENDOR</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146689	VERIZON WIRELESS	08/12/2021	PUB WORKS ACCT: 000010 6/14-7/13/21	1,178.31
146690	WALTERS WHOLESale ELECTRIC CO	08/12/2021	LANDSCAPE SUPPLIES	56.19
146691	ADLERHORST INTERNATIONAL LLC	08/12/2021	ON-SITE K-9 TRAINING	175.00
146692	AMAZON CAPITAL SERVICES	08/12/2021	DELL 27 INCH MONITORS/YAC EVENT	3,989.31
146693	AWARDS AND SPECIALTIES	08/12/2021	SUPPLIES/SUMMER CLASSES/PUB WORKS	
146694	CAITLIN BARRON	08/12/2021	ADMIN DEPT: PLAQUES	82.20
146695	BEEGUYTRAVIS	08/12/2021	WORK BOOTS REIMBURSEMENT	109.00
146696	BMW MOTORCYCLES OF ESCONDIDO	08/12/2021	BOB GLASS GYM: REMOVED BEEHIVE	2,700.00
146697	CINTAS	08/12/2021	SHERIFF: MOTORCYCLE REPAIRS	2,511.16
146698	CONCENTRA MEDICAL CENTERS	08/12/2021	FACILITY MAINT SUPPLIES; VARIOUS DEPT	1,537.83
146699	CR&R	08/12/2021	PRE-EMPLOYMENT PHYSICAL	83.50
146700	DTSC	08/12/2021	11 S D STREET SERVICE 7/01-7/31/21	274.38
146701	EARTHCHEM INDUSTRIAL SUPPLY, LLC	08/12/2021	EPA ID NUMEBR VERIFICATION FEE	212.50
146702	EASTERN MUNICIPAL WATER DISTRICT	08/12/2021	FLYING & CRAWLING INSECT SPRAY	2,647.85
146703	EMPLOYMENT SCREENING SERVICES	08/12/2021	ENCHANTED HILLS PARK PROJECT- DEPOSIT PLAN	500.00
146704	FEDERAL EXPRESS CORP	08/12/2021	REVIEW	
146705	FIRST SECURITY FINANCE, INC.	08/12/2021	PRE-EMPLOYMENT BACKGROUND CHECK	87.50
146706	HDL COREN & CONE	08/12/2021	7/14-7/20/2021	150.03
146707	ADRIAN HERNANDEZ	08/12/2021	SOLAR: LOAN PAYMENT 8/01-9/01/2021	2,563.82
146708	IMPERIAL SPRINKLER SUPPLY	08/12/2021	2020-21 ACFR STATISTICAL PACKAGE	695.00
146709	INFRAMARK LLC	08/12/2021	WORK BOOTS REIMBURSEMENT	86.99
146710	INLAND ROAD SERVICE & TIRE	08/12/2021	MERCADO PARK	185.53
146711	IRON MOUNTAIN	08/12/2021	WATER SYSTEM: JULY 2021 SOUTH PERRIS	99.00
146712	JOE'S PARTY RENTALS	08/12/2021	PW: NEW TIRES	1,572.47
146713	SOCAL GAS	08/12/2021	FILE STORAGE SERVICES	919.41
			RENTALS: ERC EVENT 7/15/21	500.00
			CDBG: UTILITY ASSISTANCE PROGRAM	133.17

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>VENDOR</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146714	EASTERN MUNICIPAL WATER DISTRICT	08/12/2021	CDBG: UTILITY ASSISTANCE PROGRAM	535.51
146715	KH METALS AND SUPPLY	08/12/2021	REDLANDS AVE/NUJEVO RD	1,991.22
146716	CRYSTAL LOPEZ	08/12/2021	REIMBURSE: DEPT FAREWELL 7/08/21	31.99
146717	PAUL LOPEZ	08/12/2021	REIMBURSE: PROPANE FOR IT DEPT/PROF DEVELOPMENT SUPPLIES	109.54
146718	MANPOWER TEMP SERVICES, INC	08/12/2021	TEMP STAFF SERVICES	2,559.54
146719	NATIONAL LEAGUE OF CITIES	08/12/2021	CITY CLERK MEMBER DUES 6/01-5/31/2022	5,669.00
146720	PATRIOT ENVIRONMENTAL LAB SERV	08/12/2021	ASBESTOS SURVEY: CTY HALL 101 N D STREET	683.00
146721	RAIN FOR RENT RIVERSIDE	08/12/2021	MERCADO PARK	1,241.07
146722	ARCENIO RAMIREZ	08/12/2021	REIMBURSE: COVID-19 MEMORIAL (FOOD)	23.66
146723	REBECCA RIVERA	08/12/2021	VISION REIMBURSEMENT	711.90
146724	ROW TRAFFIC SAFETY, INC	08/12/2021	VARIOUS STREET SIGNS	12,139.51
146725	SOUTHERN CALIFORNIA EDISON	08/12/2021	TRAFFIC SIGNAL 6/28-7/27/2021	688.74
146726	SOUTHERN CALIFORNIA EDISON	08/12/2021	TRAFFIC SIGNAL 6/25-7/26/2021	4,375.96
146727	SHRED-IT C/O STERICYCLE, INC.	08/12/2021	FINANCE: SHREDDING SERVICES 7/07-7/27	336.64
146728	SPARKLETTTS	08/12/2021	BOTTLED WATER SERVICES	168.94
146729	STATER BROS MARKETS	08/12/2021	ERC EVENT/HR FOOD SUPPLIES/COUNCIL MEETING/YOUTH SUMMER PROGRAM	569.14
146730	STEVE LEMON AIR CONDITIONING	08/12/2021	CITY YARD: HEAT PUMP INSTALL & 11 S D ST: NEW CONDENSER	4,500.00
146731	TalentZok	08/12/2021	TEMP STAFF SERVICES	2,980.52
146732	TRANSPORT GRAPHICS	08/12/2021	SET OF BLACK VINYL CUT UNIT #18-805	37.76
146733	UNIFIRST CORPORATION	08/12/2021	FACILITY MAINT SUPPLIES; VARIOUS DEPT	134.19
146734	VORTEX INDUSTRIES, INC	08/12/2021	FIRE STATION #101 105 S F STREET	400.00
146735	WESTERN RIVERSIDE COUNCIL OF	08/12/2021	TUMF FEES COLLECTED, JULY 2021	98,100.00
146736	XEROX FINANCIAL SERVICES	08/12/2021	LEAST CONTR# 002 PUB WORKS 7/12-8/11/21	358.75
146737	AMERICAN INN	08/18/2021	CDBG: HOTEL VOUCHERS AUG 2021	2,790.00

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146738	08/18/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	14,409.33
146739	08/18/2021	SABRINA CHAVEZ	LUNCH MEETING WITH CMMTY SERVICES	231.68
146740	08/18/2021	CREATIVE PRINTING	MORGAN PARK FLYERS/OFFICE SUPPLIES	51.08
146741	08/18/2021	FLOWATER, INC.	DRINKING WATER DISPENSER-RENTAL	752.40
146742	08/18/2021	HOME DEPOT CREDIT SERVICES	STREET MAINTENANCE TOOLS/INDOOR FOGGER	502.06
146743	08/18/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	174.63
146744	08/18/2021	LA GARE CAFE	AGENDA PREP, CATERING 7/21/21	35.05
146745	08/18/2021	LYONS SECURITY SERVICE INC.	SECURITY OFFICER: CITY HALL, DAY & EVENING VEHICLE PATROL	20,264.34
146746	08/18/2021	LAURA SOSA	FITNESS INSTRUCTOR JULY 2021	2,125.00
146747	08/18/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, PERSONNEL/LABOR JUNE 2021	7,344.00
146748	08/18/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	6,314.76
146749	08/18/2021	DENNIS GRUBB & ASSOCIATES	PLAN REVIEW SERVICES	1,270.00
146750	08/18/2021	HOME DEPOT CREDIT SERVICES	CITY YARD SUPPLIES	103.53
146751	08/18/2021	INTERWEST CONSULTING GROUP, INC.	LANDSCAPE PLAN CHECK AUG-OCT 2020/DEV SVCS TEMP STAFF SERVICES	18,213.75
146752	08/18/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	724.33
146753	08/18/2021	BOYS & GIRLS CLUB OF MENIFEE	CDBG PRGM, JUNE 2021	108.13
146754	08/18/2021	JIM FORBES VOICE, INC.	PERRIS DOWNTOWN SKILLS TRAINING CENTER	1,836.75
146755	08/19/2021	AMAZON CAPITAL SERVICES	TEEN CENTER/RECREATION/AQUATICS SUPPLIES	2,562.65
146756	08/19/2021	ANDERSON ELECTRIC	REPAIRS/MAINT; VARIOUS LOCATIONS	2,265.00
146757	08/19/2021	AWARDS AND SPECIALTIES	NAME SLIDES/POLAQUES	31.05
146758	08/19/2021	BAY ALARM COMPANY	ALARM MONITORING SERVICES; 333 PLACENTIA	500.50
146759	08/19/2021	CORPORATE PAYMENT SYSTEMS	ADMIN: COFFEE MAKER/HR TRAINING SUPPLIES	302.44
146760	08/19/2021	DATA TICKET, INC.	ONLINE ACCESS TO CITATION PROCESSING	258.42
146761	08/19/2021	DEGUIRE WEED ABATEMENT	BOARD UP: 1614 EMERALD WAY	907.22
146762	08/19/2021	DELL MARKETING LP	COMMUNITY SERVICES DEPT: DESKTOP COMPUTER	1,359.83

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146763	08/19/2021	EARTHCHEM INDUSTRIAL SUPPLY, LLC	CITY YARD: GLOVES, INSECT KILLER, BUNGEE	3,783.24
146764	08/19/2021	GUMARO GONZALEZ	WORK BOOTS REIMBURSEMENT	205.53
146765	08/19/2021	HIRSCH & ASSOCIATES INC	MORGAN PARK PHASE II	6,000.00
146766	08/19/2021	HLP, INC.	ANIMAL CONTROL: WEB LICENSING MAR-APR 2021	37.45
146767	08/19/2021	IB REPROGRAPHICS	LANDSCAPE PLAN CHECK BASIN & TRAIL	172.08
146768	08/19/2021	ICC, INC	MEMBERSHIP RENEWAL	265.00
146769	08/19/2021	JACKSON LEWIS PC	ADMIN: PROFESSIONAL SERVICES THRU 6/30/2021	59.00
146770	08/19/2021	LANGSTON MOTORSPORTS	SHERIFF DEPT: SUPPLIES	45.52
146771	08/19/2021	LOS ANGELES ENGINEERING, INC.	MORGAN PARK II 6/01-6/30/2021	220,447.50
146772	08/19/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	4,679.64
146773	08/19/2021	NAPA AUTO PARTS	TRAILER HITCH ELECTRICAL CONNECTOR	26.24
146774	08/19/2021	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW PREVENTION	3,806.72
146775	08/19/2021	P&P UNIFORMS RIV	CODE ENFORCEMENT UNIFORM SUPPLIES	28.02
146776	08/19/2021	PBM SUPPLY & MFG. INC.	REPAIR PART FOR THE SPRAY TRUCK	608.24
146777	08/19/2021	PERRIS CAR WASH	VARIOUS CITY VEHICLES 6/24/2021	56.97
146778	08/19/2021	KENNETH PHUNG	EDUCATION REIMBURSEMENT FY20-21	2,500.00
146779	08/19/2021	PREMIERE GLOBAL SERVICES	CONFERENCE CALL SERVICES 5/01-5/31/21	127.72
146780	08/19/2021	RIVERSIDE COUNTY CLERK	CODE ENFORCEMENT: RECORDS JAN-MAR 2021	400.00
146781	08/19/2021	COUNTY OF RIVERSIDE-DEPT OF ENV HEALTH	VECTOR CONTROL SERVICES APRIL-JUNE 2021	4,238.28
146782	08/19/2021	STATER BROS MARKETS	BIRTHDAY CARD FOR STAFF	4.62
146783	08/19/2021	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK 7/30-8/27/2021	945.00
146784	08/19/2021	TEXAS A&M AGRILIFE EXTENSION	GROW PERRIS USDA FARM TO SCHOOL	567.08
146785	08/19/2021	ANGELIC TREJO	VISION REIMBURSEMENT	254.05
146786	08/19/2021	UNIFIRST CORPORATION	PW UNIFORM MAINTENANCE	1,675.32
146787	08/19/2021	4IMPRINT, INC.	LIVE WELL PERRIS PROMOTIONAL EVENT SUPPLIES	364.23

**CITY OF PERRIS**  
**CHECK REGISTER**  
**August 31, 2021**

CHECK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146788	08/19/2021	AMAZON CAPITAL SERVICES	SLOAN VALVE RETROFIT KIT/TEEN CTR/SUMMER PRGM/PUB HEALTH SUPPLIES	3,766.23
146789	08/19/2021	AMERICAN LEGION POST 595	SMALL BUSINESS ASST 2021 ROUND 2	10,000.00
146790	08/19/2021	ANDERSON ELECTRIC	REPAIRS/MAINT; VARIOUS LOCATIONS	3,629.00
146791	08/19/2021	ANIMAL CARE EQUIPMENT & SVCS	ANIMAL CONTROL DEPT SUPPLIES	208.00
146792	08/19/2021	SYLVIA ARVIZU	REIMBURSE: COFFEE SUPPLIES	99.42
146793	08/19/2021	AUTO ZONE COMMERCIAL	A/C COMPRESSOR KIT/SEAT COVERS/EASY PULL/2019 CHEV SILVERADO TRCK PARTS	885.94
146794	08/19/2021	BDL ALARMS, INC.	SR CENTER: MONTHLY FIRE ALARM MONITORING	70.00
146795	08/19/2021	CALOLYMPIC SAFETY	GLASSES ANTI-FOG, FIRST AID KIT FOR VEHICLES	565.18
146796	08/19/2021	CINTAS	FACILITY MAINT SUPPLIES; VARIOUS DEPT	2,221.32
146797	08/19/2021	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT BACKGROUND CHECK	83.50
146798	08/19/2021	CPRS	RECREATION DEPT: CPRS RENEWAL MEMBERSHIP FEES	990.00
146799	08/19/2021	DAN'S FEED AND SEED INC.	PROPANE, STRAW HAT, GLOVES, RAIN JACKET	235.86
146800	08/19/2021	DEGUIRE WEED ABATEMENT	CODE ENF: WEE ABATEMENT	395.00
146801	08/19/2021	JOSHUA ESTRADA	WORK BOOTS REIMBURSEMENT	87.00
146802	08/19/2021	FEDERAL EXPRESS CORP	7/29-8/03/2021	75.74
146803	08/19/2021	MARYLIN FLORES	REIMBURSE: PUB HEALTH STAFF BIRTHDAYS	14.24
146804	08/19/2021	FRONTIER	PHONE/INTERNET AUG-SEPT 2021	440.29
146805	08/19/2021	G. HURTADO CONST. INC.	SEWER SERVICES: 172 E. 8TH STREET	8,130.25
146806	08/19/2021	GLOBAL POWER GROUP, INC.	FIRE STATION: GENERATOR MAINT SVCS	800.00
146807	08/19/2021	GRAINGER	LANDSCAPE MAINT MATERIALS	1,536.03
146808	08/19/2021	GUARANTEED JANITORIAL SERVICE	COVID: PARK RESTROOMS/PLAYGROUNDS SANITATION	29,013.20
146809	08/19/2021	HAULAWAY STORAGE CONTAINERS,	1093 HARLEY KNOX: 20FT CONTAINER RENTAL	165.20

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146810	08/19/2021	HEAVENSENT CATERING AND EVENT PLANNING	SMALL BUSINESS ASST 2021 ROUND 2	10,000.00
146811	08/19/2021	HELIX ENVIRONMENTAL PLANNING	SAN JACINTO RIVER TRAIL 7/25/2021	412.50
146812	08/19/2021	LISET HERNANDEZ	VISION REIMBURSEMENT	343.95
146813	08/19/2021	INFRAMARK LLC	WATER SYSTEM: JULY 2021 NORTH/SOUTH PERRIS OPERATIONS	89,566.71
146814	08/19/2021	iWorQ Systems, Inc.	PUBLIC WORKS SERVICE AGREEMENT: AUG-JULY 2022	14,950.00
146815	08/19/2021	KIMBALL MIDWEST	CITY YARD; COLOR HEAT SHRINK ASSORTED	144.34
146816	08/19/2021	L-K FAMILY II, LLC	COVID: MORTAGAGE/RENTAL ASSITANCE PRGM	7,200.00
146817	08/19/2021	CYNTHIA LEMUS	VISION REIMBURSEMENT	304.99
146818	08/19/2021	LIEBERT CASSIDY WHITMORE	ADMIN: MEMBERSHIP DUES 2021-2022	4,065.00
146819	08/19/2021	NAME BADGE INC.	ADMIN: BADGE MAGNETIC FASTENERS	75.74
146820	08/19/2021	OCEAN BLUE ENVIROMENTAL SERVICES, INC.	RETENTION RELEASE YEAR 4 INV 33270 & 33812	4,877.25
146821	08/19/2021	P&P UNIFORMS RIV	CODE ENFORCEMENT UNIFORMS	12.93
146822	08/19/2021	PAPER RECYCLING & SHREDDING	CITY YARD: ON-SITE SHREDDING	63.00
146823	08/19/2021	PERRIS ANIMAL HOSPITAL	ANIMAL CONTROL DEPT SUPPLIES	371.20
146824	08/19/2021	PITNEY BOWES INC	POSTAGE METER SUPPLIES	591.59
146825	08/19/2021	ARCENIO RAMIREZ	PARKS STAFF LUNCH MEETING	95.83
146826	08/19/2021	ERNEST REYNA	LUNCH MEETING 8/02/21	61.95
146827	08/19/2021	JOSEPH RIVERA	VISION REIMBURSEMENT	177.60
146828	08/19/2021	ALBERTO'S MEXICAN FOOD 1 LLC	SMALL BUSINESS ASST 2021 ROUND 2	10,000.00
146829	08/19/2021	ROSA'S BRIDE & TUX BOUTIQUE	COVID19 MEMORIAL EVENT RENTALS/FLOWERS	1,263.36
146830	08/19/2021	ROW TRAFFIC SAFETY, INC	EQUIPMENT RENTAL: MESSAGE BOARD	3,045.00
146831	08/19/2021	SOUTHERN CALIFORNIA EDISON	SERVICES 6/28-7/27/2021	2,059.29
146832	08/19/2021	SOUTHERN CALIFORNIA EDISON	SERVICES 6/25-7/26/2021	22,712.03

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146833	08/19/2021	SOCAL GAS	100 N D ST 6/25-7/27/2021	21.78
146834	08/19/2021	SOUTH COAST AQMD	CITY HALL; ANNUAL RENEWAL	880.30
146835	08/19/2021	STATER BROS MARKETS	JR MASTER PROGRAM SUPPLIES/MORGAN PARK SOFT OPENING	178.55
146836	08/19/2021	STEVE LEMON AIR CONDITIONING	HISTORICAL SOCIETY; A/C CHARGE	280.00
146837	08/19/2021	SUPERION, LLC	PENTAMATION SOFTWARE MAINT	4,357.97
146838	08/19/2021	T-MOBILE USA INC	SHERIFF DEPT: GPS LOCATE	120.00
146839	08/19/2021	TalentZok	TEMP STAFF SERVICES	1,508.15
146840	08/19/2021	SPECTRUM BUSINESS	CITYWIDE INTERNET SERVICES & STATLER YOUTH/FIRE STATION	8,233.43
146841	08/19/2021	ANGELIC TREJO	REIMBURSE: CS DEPT COFFEE & BIRTHDAY SUPPLIES	174.06
146842	08/19/2021	ULINE	CONTRACTOR BAGS 44-55 GAL	282.23
146843	08/19/2021	UNIFIRST CORPORATION	FACILITY MAINT SUPPLIES; VARIOUS DEPT	932.20
146844	08/19/2021	UNITED RENTALS (NORTH AMERICA) INC.	BACKHOE/LOADER EQUIPMENT RENTAL	833.90
146845	08/19/2021	WALTERS WHOLESALE ELECTRIC CO	PARKS GROUNDS MAINT SUPPLIES	2,758.44
146846	08/19/2021	WINGRAPHICS, INC	MORGAN PARK SIGNAGE	55.99
146847	08/20/2021	INLAND EXPRESS BAND	SUMMER PROGRAM: LIVE MUSICAL PERFORMANCE 8/14/21	400.00
146848	08/20/2021	LEGENDS PRODUCTION	SUMMER PROGRAM: LIVE MUSICAL PERFORMANCE 8/14/21	4,500.00
146849	08/23/2021	HERA GENERAL ENGINEERING, INC.	RETENTION RELEASE; ENCHANTED HILLS PARK GRADING	31,742.39
146850	08/25/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, JULY 2021	14,375.10
146851	08/25/2021	ALESHIRE & WYNDER, LLP	LEGAL SERVICES, JULY 2021	36,019.71
146852	08/25/2021	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	1,320.00
146853	08/25/2021	AMERICAN INN	CDBG: HOTEL VOUCHERS JULY 2021	5,480.00

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146854	08/25/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	10,248.89
146855	08/25/2021	BILL & DAVE'S LDSC MAINTENANCE	IRRIGATION REPAIRS, VARIOUS BENEFIT ZONES	2,968.30
146856	08/25/2021	DENNIS GRUBB & ASSOCIATES	DEVELOPMENT REVIEW	700.00
146857	08/25/2021	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE TOILET SERVICES	222.33
146858	08/25/2021	HOME DEPOT CREDIT SERVICES	GRAFFITI ABATEMENT & FACILITY	173.23
146859	08/25/2021	LA GARE CAFE	TAKANO VISIT/MEETING & AGENDA PREP	161.56
146860	08/25/2021	MONICA MARTINEZ	VISION REIMBURSEMENT	59.00
146861	08/25/2021	JIM FORBES VOICE, INC.	LEGAL PUBLICATIONS: PLANNING	1,075.00
146862	08/25/2021	RK ENGINEERING GROUP INC	PLANNING REVIEW SERVICES	10,700.00
146863	08/25/2021	TEAMSTERS LOCAL 911	UNION DUES, AUGUST 2021	3,472.00
146864	08/26/2021	ATWORK FRANCHISE, INC.	TEMP STAFF SERVICES	1,122.37
146865	08/26/2021	INTERWEST CONSULTING GROUP, INC.	DEV SVCS/LANDSCAPE PLAN CHECK SERVICES NOV- MAR 2021	34,882.55
146866	08/26/2021	J THAYER COMPANY, INC.	OFFICE SUPPLIES	1,130.60
146867	08/26/2021	ACTION SURVEYS, INC.	STAKE RIGHT-OF-WAY ALONG WEBSTER AVE	1,944.00
146868	08/26/2021	AMAZON CAPITAL SERVICES	OFFICE FURNITURE/PUBLIC HEALTH/TEEN CENTER/SENIOR CENTER/GROW PERRIS	2,689.49
146869	08/26/2021	ANDERSON ELECTRIC	REPAIRS/MAINT; VARIOUS LOCATIONS	5,351.00
146870	08/26/2021	ANIMAL CARE EQUIPMENT & SVCS	ANIMAL CONTROL DEPT: ANIMAL CARE	149.95
146871	08/26/2021	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	4,804.00
146872	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	CDBG: UTILITY ASSISTANCE PROGRAM	710.51
146873	08/26/2021	CALIFORNIA MUNICIPAL STATISTIC	DIRECT & OVERLAPPING DEBT REPORT 6/30/2021	500.00
146874	08/26/2021	EAST WEST BANK	COVID19: MORTGAGE/RENTAL ASSIST PROGRAM	7,200.00
146875	08/26/2021	CITI CARDS	PLANNING COMMISSION/PW WATER PALLET/SHERIFF DEPT CONFERENCE	2,277.28
146876	08/26/2021	CORPORATE PAYMENT SYSTEMS	GREAT PLATES PRGM/SR CENTER EQUIPMENT/FINANCE SUPPLIES	23,298.90



**CITY OF PERRIS**  
**CHECK REGISTER**  
**August 31, 2021**

<b>CHECK NO.</b>	<b>DATE</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
146877	08/26/2021	CR&R	SOLID WASTE FEES COLLECTED, JULY 2021	83,798.39
146878	08/26/2021	CRIME SCENE STERI-CLEAN, LLC	610 E NUEVO RD	850.00
146879	08/26/2021	DAN'S FEED AND SEED INC.	ANIMAL CONTROL SUPPLIES	59.09
146880	08/26/2021	DIVERSIFIED DISTRIBUTION	PUB WORKS YARD; VEHICLE SUPPLIES	717.08
146881	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEES COLLECTED, JULY 2021	152,225.64
146882	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	BZ 6/22-8/08/2021	33,131.18
146883	08/26/2021	EMPLOYMENT SCREENING SERVICES	CRIMINAL BACKGROUND CHECK	48.00
146884	08/26/2021	EXPERIAN	WATER DEPT: CREDIT CHECK SERVICES 6/29-7/21-7/26/2021	55.76
146885	08/26/2021	FEDERAL EXPRESS CORP	7/21-7/26/2021	158.34
146886	08/26/2021	FIELDMAN, ROLAPP & ASSOCIATES	PROFESSIONAL SERVICES: GENERAL ADVISORY SERVICES	1,540.50
146887	08/26/2021	FORTE PAYMENTS	ANIMAL CONTROL: CREDIT CARD PROCESSING FEES	144.07
146888	08/26/2021	GEYSER EQUIPMENT, LLC	GRAFFITI ABATEMENT SUPPLIES	243.06
146889	08/26/2021	GLOBAL EQUIPMENT COMPANY, INC.	2 DRUM SPILL CONTAINMENT MODULAR	185.27
146890	08/26/2021	GORM, INC.	SUPPLIES FOR FACILITY MAINTENANCE	408.62
146891	08/26/2021	GRAINGER	GENERAL FACILITIES SUPPLIES AND PARKS MAINTENANCE	1,791.53
146892	08/26/2021	GREENPLAY, LLC	PARKS & REC CONSULTING SERVICES	3,356.88
146893	08/26/2021	HABITAT FOR HUMANITY INLAND VALLEY	CDBG: SENIOR HOME REPAIR PROGRAM	22,108.38
146894	08/26/2021	HLP, INC.	ANIMAL CONTROL: WEB LICENSING FEES	70.00
146895	08/26/2021	VISUAL EDGE, INC.	PRINTING SERVICES 7/01-7/31/21	105.79
146896	08/26/2021	INFRAMARK LLC	WATER SYSTEM: GOETZ RD WIDENING	915.00
146897	08/26/2021	INLAND DESERT SECURITY & COMMUNICATIONS	ANSWERING SERVICES 8/01-8/31/21	465.00
146898	08/26/2021	INLAND ROAD SERVICE & TIRE	FLAT REPAIR HARLEY KNOX YARD	310.17
146899	08/26/2021	MANPOWER TEMP SERVICES, INC	TEMP STAFF SERVICES	13,477.87

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

CHECK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146900	08/26/2021	SUNTRUST BANK NOW TRUIST	COVID19: MORTGAGE/RENTAL ASSIST PROGRAM	3,600.00
146901	08/26/2021	OFFICE OF THE STATE TREASURER	METZ RD APN 326-062-017, 326-071-001, 326-072-005	316,000.00
146902	08/26/2021	P&P UNIFORMS RIV	CODE ENF STAFF UNIFORM ACCESSORIES	455.71
146903	08/26/2021	PAPA ROWE'S KITCHEN	CONCERTS IN THE PARK MEALS	53.00
146904	08/26/2021	PAPER RECYCLING & SHREDDING	ON-SITE SHREDDING SERVICES	75.00
146905	08/26/2021	PBM SUPPLY & MFG. INC.	SKID SPRAYER FORK LIFT-LABOR/RE-INSTALL	934.05
146906	08/26/2021	PERRIS UNION HIGH SCHOOL DIST	FY21-22 STUDENT OF THE MONTH SPONSORSHIP	550.00
146907	08/26/2021	THE PUN GROUP, LLP	PROGRESS BILLING #1 AUDIT SERVICES JUNE 30,	25,000.00
146908	08/26/2021	R DEPENDABLE CONST INC.	CITY HALL BUILDING IMPROVEMENTS	51,944.67
146909	08/26/2021	SHELLPOINT MORTGAGE SERVICE	COVID19: MORTGAGE/RENTAL ASSIST PROGRAM	6,716.16
146910	08/26/2021	RIGHTWAY	PORTABLE TOILET SERVICES	103.18
146911	08/26/2021	RIVERSIDE COUNTY WORKS	JAMIL DADA SPONSORSHIP (SILVER)	2,500.00
146912	08/26/2021	RIVERSIDE COUNTY SHERIFF'S DEPT	EXTRA DUTY: EXPLORER MEETINGS 7/06-8/03/21	1,153.54
146913	08/26/2021	ROSA'S BRIDE & TUX BOUTIQUE	RENTAL FOR EVENT 8/27-8/25/21	222.40
146914	08/26/2021	ROTARY CLUB OF PERRIS	MEMBER QTRLY DUES JULY-SEPT 2021	354.50
146915	08/26/2021	ROW TRAFFIC SAFETY, INC	VARIOUS STREET SIGNS	556.64
146916	08/26/2021	SIGNPOST HOMES INC.	WATER DEPOSIT REFUND	108.72
146917	08/26/2021	SS MINI STORAGE	ADMIN: RENT FOR UNIT C103 9/01-2/01/2022	984.50
146918	08/26/2021	SUNSET GRAPHICS	COMMUNITY SERVICES; SPECIAL ORDER	157.73
146919	08/26/2021	TalentZok	TEMP STAFF SERVICES	627.75
146920	08/26/2021	SPECTRUM BUSINESS	BANK OF PERRIS INTERNET SVCS	59.38
146921	08/26/2021	TLC ANIMAL REMOVAL SERVICES	ANIMAL REMOVAL SERVICES, JULY 2021	1,000.00
146922	08/26/2021	TRULY NOLEN BRANCH 064	RODENT COMMERCIAL PEST CONTROL SERVICES	275.00
146923	08/26/2021	VERIZON WIRELESS	STAFF CELL PHONES & IPADS 6/14-7/13/2021	11,972.94
146924	08/26/2021	VORTEX INDUSTRIES, INC	FIRE STATION 101	524.00
146925	08/26/2021	VOYAGER FLEET	FUEL CARDS 8/15/21	603.26

**CITY OF PERRIS  
CHECK REGISTER  
August 31, 2021**

CHECK NO.	DATE	VENDOR	DESCRIPTION	AMOUNT
146926	08/26/2021	WESTERN EXTERMINATOR COMPANY	PARKS PEST CONTROL SERVICES	158.50
146927	08/26/2021	LAKE PERRIS VILLAGE MHC	COVID19: MORTGAGE/RENTAL ASSIST PROGRAM	5,160.00
146928	08/26/2021	XEROX FINANCIAL SERVICES	LEASE CONTRACT 6/30-8/29/2021	13,143.62
146929	08/26/2021	ADAME LANDSCAPE, INC.	PLANT INSTALLATION	3,055.00
146930	08/26/2021	AGILINE SOFTWARE LLC	GIS SYSTEM FY 2020-2021	40,500.00
146931	08/26/2021	CR&R	SOLID WASTE FEES COLLECTED, JUNE 2021	92,118.56
146932	08/26/2021	DATA TICKET, INC.	DAILY CITATION PROCESSING FEES	313.08
146933	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER APRIL 2021	1,175.00
146934	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	WHOLESALE WATER MAY-JUNE 2021	3,659.00
146935	08/26/2021	EASTERN MUNICIPAL WATER DISTRICT	SEWER FEES COLLECTED, JUNE 2021	182,036.44
146936	08/26/2021	NORTH COUNTY HEALTH PROJECT, INC.	CDBG: MEDICAL/DENTAL JUNE 2021	714.97
146937	08/26/2021	NATIONAL COMMUNITY RENAISSANCE	HOUSING ELEMENT FY20-21	52,293.75
146938	08/26/2021	ANGELIC TREJO	CS DEPT: REIMBURSEMENT FOR CINCO DE MAYO CELEBRATION	95.25
146939	08/26/2021	TROPHIES UNLIMITED	NAME PLATES	122.62
146940	08/26/2021	UNIFIRST CORPORATION	UNIFORM MAINT SERVICES	251.74
146941	08/26/2021	XEROX FINANCIAL SERVICES	LEASE CONTRACT 4/30-5/29/2021	6,164.09
<b>TOTAL</b>				<b><u>\$7,174,255.21</u></b>



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Transportation Uniform Mitigation Fee (TUMF) schedule amendment for all developments in the City of Perris

**REQUESTED ACTION:** Adopt Resolution No. (next in order), amending the Transportation Mitigation Fee (TUMF) applicable to all developments in the City of Perris

**CONTACT:** Kenneth Phung, Director of Development Services

#### BACKGROUND

The City of Perris is a Member Jurisdiction of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in Western Riverside County. Acting in concert, in 2002-2003, WRCOG member jurisdictions developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials due to new development in Western Riverside County could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial, and industrial development. As a member jurisdiction of WRCOG and as a TUMF participating jurisdiction, the City of Perris participated in the preparation of the “Western Riverside County Transportation Uniform Fee Nexus Study” (“2002 Nexus Study”) later adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City of Perris adopted and implemented an ordinance authorizing the City’s participation in the TUMF Program.

Pursuant to the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*), WRCOG prepared a new Nexus Study in 2016 (“2016 Nexus Study”) to update the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and recommended TUMF participating jurisdictions update their fees by amending their applicable TUMF Ordinances to reflect changes in the TUMF Network and the cost of construction. The City of Perris, through Ordinance No. 1352, adopted the new 2016 Nexus Study updating the TUMF fees.

#### DISCUSSION

City of Perris Ordinance No. 1352, Section 4.A. Adoption of the TUMF schedule stated that the City Council shall adopt an applicable TUMF schedule through a Resolution, which may be amended from time to time. Also, Section 4.C. Fee Adjustments states the fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. On July 12, 2021, WRCOG Executive Committee approved the Construction Cost Index (CCI), adjusting the TUMF fee schedule tied to increases in land, labor, and materials needed to implement

transportation projects in the WRCOG subregions. The WRCOG Executive Committee approved the following fee levels:

As of January 1st, 2022, the fee schedule shall be as follows:

- (1) \$10,104.00 per single family residential unit
- (2) \$6,580.00 per multi-family residential unit
- (3) \$1.86 per square foot of an industrial project
- (4) \$7.72 per square foot of a retail commercial project
- (5) \$4.89 per square foot of a service commercial project
- (6) \$2.45 per square foot of a service Class A and B Office

The current fee schedule is as follows:

- (1) \$9,810.00 per single family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.75 per square foot of a service commercial project
- (6) \$2.38 per square foot of a service Class A and B Office

**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. (next in order) to implement the new TUMF fee schedule by January 1, 2022, to reflect increases associated with the Construction Cost Index (CCI) for land, labor, and materials costs. The increase will allow WRCOG to keep up with the construction cost increases associated with the TUMF roadway network.

---

**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is covered in the 2021-2022 General Fund budget.

---

Prepared by: Veronica Arana, Counter Services Supervisor

**REVIEWED BY:** Kenneth Phung, Director of Development Services

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager ER

Attachments: 1. Resolution (next in order)  
2. Ordinance 1352, not including the 2016 nexus study, which is in file with the City Clerk's Office.

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

# ATTACHMENT 1

[Resolution (next in order)]

**RESOLUTION NO. (NEXT IN ORDER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS**

*WHEREAS*, the City of Perris (“City”) is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

*WHEREAS*, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the “Regional System”); and

*WHEREAS*, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

*WHEREAS*, WRCOG, with the assistance of TUMF Program participating jurisdictions, has prepared an updated Nexus Study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”) pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF participating jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

*WHEREAS*, consistent with its previous findings made in the adoption of Ordinance No. 1352, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

*WHEREAS*, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health, and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

*WHEREAS*, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of

development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

**WHEREAS**, the City Council finds and determines that the cost estimates set forth in the new 2016 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

**WHEREAS**, the fees collected pursuant to the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2016 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements;

**WHEREAS**, by notice duly given and published, the City Council set the time and place for a public hearing on the 2016 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2016 Nexus Study available to the public; and

**WHEREAS**, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

**WHEREAS**, section 4.C of City Ordinance Number 1352 the TUMF Ordinance authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

**WHEREAS**, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

**WHEREAS**, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and it has been determined that the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**NOW, THEREFORE**, the City Council of the City of Perris does resolve as follows:

**SECTION 1. Findings.** The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Section 2 of City Ordinance Number 1352 in support of the adjusted TUMF contained herein.

**SECTION 2. TUMF Schedule.** In accordance with Section 4.C. of City Ordinance



Number 1352 of the TUMF Ordinance, there is hereby adopted the following fee schedule for the TUMF which replaces the fee schedule set forth in Section 2 of Resolution No. 5656 in its entirety as of January 1, 2022, shall go into effect upon the Effective Date set forth in Section 4, below:

A. There is hereby adopted the following TUMF schedule:

- (1) \$9,810.00 per single-family residential unit
- (2) \$6,389.00 per multi-family residential unit
- (3) \$1.81 per square foot of an industrial project
- (4) \$7.50 per square foot of a retail commercial project
- (5) \$4.75 per square foot of a service commercial project
- (6) \$2.38 per square foot of a service Class A and B Office

The resolution will establish the Fee Schedule as follows:

B. For single-family residential, multi-family residential, and non-residential projects, the fees set forth in Section 2.A. shall be as follows:

From January 1, 2022, the fee schedule shall be as follows:

- (1) \$10,104.00 per single family residential unit
- (2) \$6,580.00 per multi-family residential unit
- (3) \$1.86 per square foot of an industrial project
- (4) \$7.72 per square foot of a retail commercial project
- (5) \$4.89 per square foot of a service commercial project
- (6) \$2.45 per square foot of a service Class A and B Office

**SECTION 3. CEQA Findings.** The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

**SECTION 4. Effective Date.** This Resolution shall become effective on October 12, 2021, with the updated fee going into effect on January 1, 2022.

**ADOPTED, SIGNED, AND APPROVED** this 12<sup>th</sup> day of October 2021.

By: \_\_\_\_\_  
MAYOR MICHAEL M. VARGAS

ATTEST:

By: \_\_\_\_\_  
CITY CLERK, NANCY SALAZAR

# ATTACHMENT 2

[Ordinance 1352, not including the 2016 Nexus Study, which is on file with the City Clerk's Office.]

**ORDINANCE NUMBER 1352**

**AN ORDINANCE OF THE CITY OF PERRIS AMENDING  
AND SUPERSEDING ORDINANCE NO. 1114 TO UPDATE  
PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY  
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)  
PROGRAM**

**THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA (“CITY”)  
ORDAINS AS FOLLOWS:**

**Section 1. Title.**

This Ordinance shall be known as the “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2017” (“Ordinance”).

**Section 2. Findings.**

A. The City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial and industrial development. A map depicting the boundaries of Western Riverside County and the Regional System is attached here as Exhibit “A” and incorporated herein. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”) prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City’s participation in a TUMF Program.

B. WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2016 Update” (“2016 Nexus Study”) pursuant to California Government Code sections 66000 *et seq.* (the Mitigation Fee Act), for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

C. Consistent with its previous findings made in the adoption of Ordinance No. 1114 dated April 8, 2003, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the

ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential.

D. The City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

E. The City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

F. The City Council finds and determines that the cost estimates set forth in the new 2016 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that comprise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

G. The fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2016 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.

H. By notice duly given and published, the City Council set the time and place for a public hearing on the 2016 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2016 Nexus Study available to the public.

I. At the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing.

J. The City Council finds that the 2016 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.

K. The City Council hereby adopts the 2016 Nexus Study and its findings. The 2016 Nexus Study is attached and incorporated herein as Exhibit "B."

L. The City Council hereby adopts this Ordinance to amend and supersede the provisions of Ordinance No. 1114.

**Section 3. Definitions.**

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings:

A. **“Class ‘A’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘A’ Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B’ Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **“Development Project” or “Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **“Gross Acreage”** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No. 348 zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **“Low Income Residential Housing”** means “Residential Affordable Units”: (A) for rental housing, the units shall be made available, rented and restricted to “lower income households” (as defined in Health and Safety Code Section 50079.5) at an “affordable rent” (as defined in Health and Safety Code Section 50053), ). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent

for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development. and (B) for for-sale housing, the units shall be sold to "persons or families of low or moderate income" (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser's monthly housing cost to exceed "affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

H. **"Multi-Family Residential Unit"** means a development project that has a density of greater than eight (8) residential dwelling units per gross acre.

I. **"Non-Residential Unit"** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **"Recognized Financing District"** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

K. **"Residential Dwelling Unit"** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

L. **"Retail Commercial Project"** means any development project that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Ordinance No. 348 zoning classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dining facility residing on the retail commercial development premises.

M. **"Service Commercial Project"** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

N. **"Single Family Residential Unit"** means each residential dwelling unit in a development that has a density of eight (8) units to the gross acre or less.

O. **"TUMF Participating Jurisdiction"** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

P. **"Disabled Veteran"** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations

and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

Q. **Government/public buildings, public schools, and public facilities** means any owned and operated facilities by a government entity in accordance with Section G. Exemptions, Subsection 2. of this Ordinance. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply only if all of the following conditions are met:

(a) The new development being constructed is subject to a long-term lease with a government agency.

(b) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

(c) No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction the long term and any extensions thereof.

(d) The new development is constructed at prevailing wage rates.

(e) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(f) Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

R. **“Non-profit Organization”** means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

S. **“Long-Term Lease”** as used in the TUMF Program, a “long-term lease” shall mean a lease with a term of no less than twenty years.

T. **“Mixed-Use Development”** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

U. **“Guest Dwellings” and “Detached Second Units”** according to the State of California legal definition as following: 1) The second unit is not intended for sale and may be rented; 2) The lot is zoned for single-family dwellings; 3) The lot contains an existing single-family dwelling; 4) The second unit is either attached to the existing dwelling and located within the living area of the existing dwelling or detached from the existing dwelling and located on the



same lot as the existing dwelling; and 5) Are ministerially amended by each jurisdiction's local codes.

.V. **"TUMF Administrative Plan"** means that the TUMF Administration Plan adopted by the WRCOG Execution Committee May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

**Section 4. Establishment of the Transportation Uniform Mitigation Fee.**

A. **Adoption of TUMF Schedule.** The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time.

B. **Fee Calculation.** The fees shall be calculated according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff and the local agency may consider the following items when establishing the appropriate fee calculation methodology:

- Underlying zoning of the site
- Land-use classifications in the latest Nexus Study
- Project specific traffic studies
- Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual
- Previous TUMF calculations for similar uses
- WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution

WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided. In case of a conflict between the applicant, WRCOG, and/or the local agency regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

C. **Fee Adjustment.** The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution reference is subsection A, above, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Ordinance.-

D. **Purpose.** The purpose of the TUMF is to fund those certain improvements to the Regional System as depicted in Exhibit "A" and identified in the 2016 Nexus Study, Exhibit "B."

**E. Applicability.** The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

**F. Exemptions.** The following types of new development shall be exempt from the provisions of this Ordinance and in TUMF Administrative Plan:

1. Low income residential housing as described in Section 3 Definitions, Subsection G of this Ordinance and in the TUMF Administrative Plan.
2. Government/public buildings, public schools, and public facilities as described in Section 3. Definitions, Subsection Q. of this Ordinance and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.
3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq.*, prior to the effective date of Ordinance this, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of this Ordinance, the TUMF shall be imposed.
4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.
5. Guest Dwellings and Detached Second Units as described in this Ordinance in Section 3. Definitions, Subsection U. and in the Administrative Plan
6. Kennels and Catteries established in connection with an existing single family residential unit.
7. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF.)
8. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.
9. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans."
10. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

**G. Credit.** Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

**Regional Tier**

- i. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional

System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

ii. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

iii. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

#### **Local Tier**

i. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.

ii. If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

#### **Section 5. Reimbursements.**

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

#### **Section 6. Procedures for the Levy, Collection and Disposition of Fees.**

A. **Authority of the Building Department.** The Director of Building & Safety, or his/her designee, is hereby authorized to levy and collect the TUMF and make all determinations required by this Ordinance in a manner consistent with the TUMF Administrative Plan.

B. **Payment.** Payment of the fees shall be as follows:

i. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the Ordinance

and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

ii. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Ordinance, not the date the Ordinance is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

iii. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

iv. Fees shall not be waived.

C. **Disposition of Fees.** All fees collected hereunder shall be transmitted to the Executive Director of WRCOG along with a corresponding Remittance Report by the tenth (10) day of the close of the month for the previous month in which the fees were collected for deposit, investment, accounting and expenditure in accordance with the provisions of this Ordinance, TUMF Administrative Plan, and the Mitigation Fee Act.

D. **Appeals.** Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. **Reports to WRCOG.** The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 7 of this Ordinance.

**Section 7. Appointment of the TUMF Administrator.**

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to receive all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the TUMF Administrative Plan. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the revenue raised by the TUMF Program. The TUMF

Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

**Section 8. Effect.**

No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

**Section 9. Severability.**

If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

**Section 10. No Procedural Defenses.**

Prohibition of Jurisdictions from raising procedural defenses, including without limitation a statute of limitations, laches, the California Government Tort Claims Act, and necessary parties in a dispute with WRCOG regarding the matters set forth herein.

**Section 11. Judicial Review.**

In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within ninety (90) days of the date of adoption of this Ordinance.

**Section 12. Ordinance No.1114**

This Ordinance supersedes the provisions of Ordinance No. 1114 provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 1114 and all other related ordinances and polices shall remain in full force and effect.

**Section 13. Effective Date.**

This Ordinance shall take effect thirty (30) days after the second reading.

***ADOPTED, SIGNED and APPROVED this 26<sup>th</sup> day of September, 2017.***

  
\_\_\_\_\_  
Mayor, Michael M. Vargas

ATTEST:

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

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

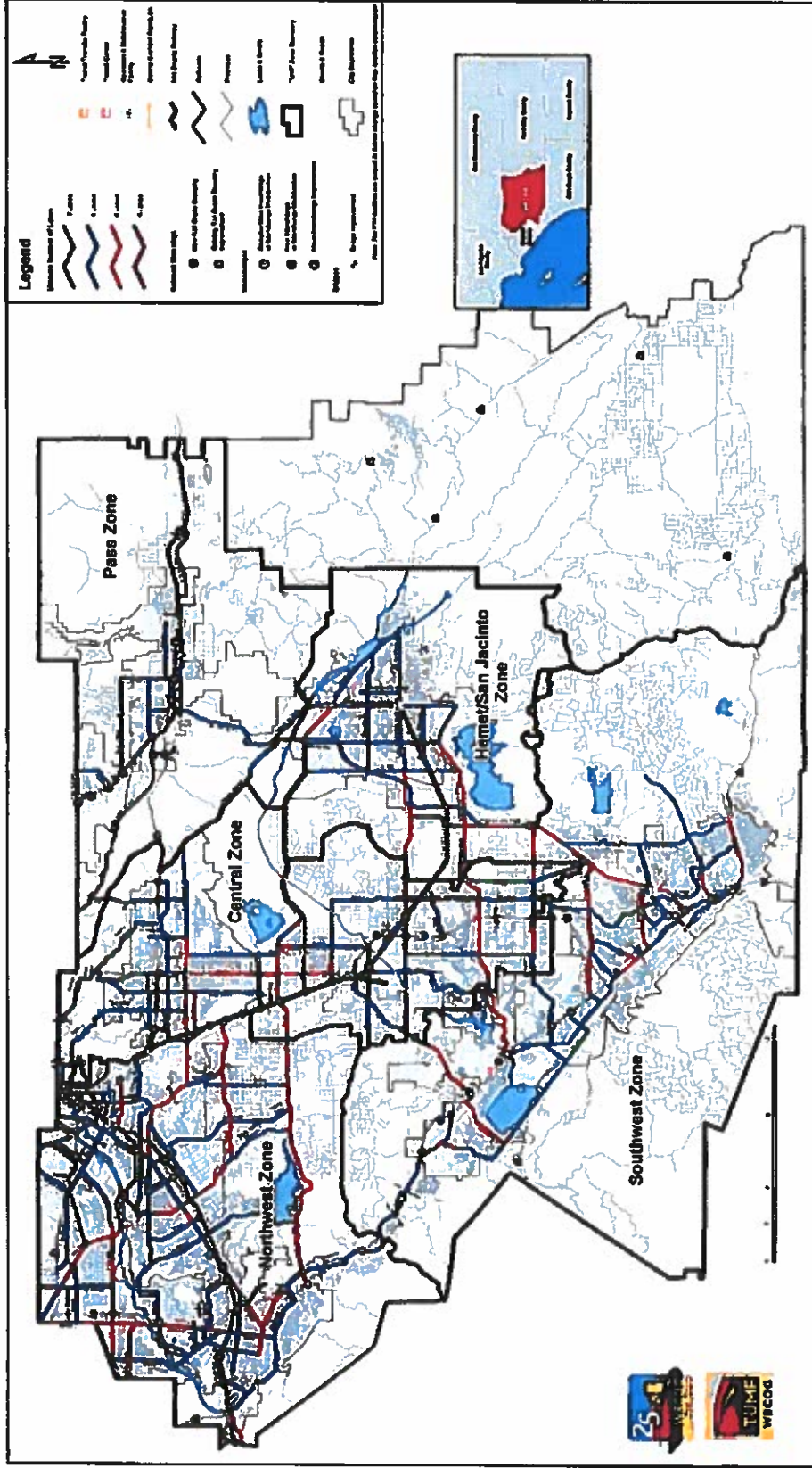
I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Ordinance Number 1352 was duly and regularly introduced by the City Council of the City of Perris at a regular meeting thereof held on the 12<sup>th</sup> day of September and regularly and duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 26<sup>th</sup> day of September 2017, by the following vote:

AYES: RABB, ROGERS, BURKE, CORONA, VARGAS  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

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

**EXHIBIT "A"**  
**MAP OF REGIONAL SYSTEM**

**SEE ATTACHED MAP**



# Regional System of Highways and Arterials (RSHA)

Transportation Uniform Mitigation Fee Program | Figure 4.4

WICOG  
2010-2015  
2016-2020  
2021-2025  
2026-2030  
2031-2035  
2036-2040  
2041-2045  
2046-2050



**EXHIBIT "B"**  
**NEXUS STUDY**

**ON FILE IN THE CITY CLERK'S OFFICE**

**EXHIBIT "B"**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Consideration to introduce a new ordinance and adding chapter 7.17 to the Perris Municipal Code required by Senate Bill 1383 for Organic Waste Disposal Reduction

**REQUESTED ACTION:** That the City Council waive further reading and introduce Ordinance No. (next in order):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.17 TO TITLE 7 ("HEALTH AND WELFARE") OF THE PERRIS MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTIONS," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING PROCESSING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION THEREFORE FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

**CONTACT:** Bryant Hill, Director of Public Works *BH*

---

**BACKGROUND/DISCUSSION:** Senate Bill 1383 (SB 1383) was signed into law by Governor Brown on September 19, 2016, requiring California to reduce organic waste disposal by 75% by 2025 and increase edible food recovery by 20% by 2025. The regulations will go into effect on January 1, 2022, to mandate that organic waste generators, haulers, and other entities comply with the requirements of the regulations.

The proposed ordinance allows the City of Perris to comply with and implement SB 1383 requirements, such as:

1. Provide separate organic waste collection services to all residents and businesses.
2. Establish an edible food recovery program that recovers edible food from the waste stream.
3. Conduct extensive outreach and education to all affected parties.
4. Procure recycled organic waste products (compost, mulch).

5. Inspect and enforce compliance with SB 1383.
6. Implement new record-keeping requirements.

Jurisdictions must have their programs in place by January 1, 2022, and are required to take enforcement against non-compliant entities by January 1, 2024. While a jurisdiction may designate a public or private entity to fulfill some of its regulatory responsibilities via contracts or written agreements, the jurisdiction itself remains responsible for its SB 1383 compliance and enforcing other entities' compliance with the regulatory items contained in the ordinance. But the jurisdiction is not allowed to delegate the authority to impose civil penalties to a private entity. In addition, there are other SB 1383 regulatory requirements placed on the jurisdictions that are not included that CalRecycle may enforce on the jurisdiction (and others), including certain record-keeping, contamination monitoring, procurement, and outreach requirements.

Attached for your convenience are frequently asked questions regarding SB 1383.

Staff recommends that City Council:

1. Hold a public hearing and receive public comment on this Ordinance.
2. Waive full reading and introduce Ordinance (next in order) by title.

---

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

---

Prepared by: Bryant Hill, Director of Public Works

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager ER

- Attachments: 1. Ordinance No. (next in order)  
2. Frequently asked questions of SB 1383

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

# ATTACHMENT 1

Ordinance No. (next in order)

**ORDINANCE NUMBER**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.17 TO TITLE 7 ("HEALTH AND WELFARE") OF THE PERRIS MUNICIPAL CODE, ENTITLED "SPECIFIC REGULATIONS FOR ORGANICS WASTE DISPOSAL, REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION," TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING AND ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

**WHEREAS**, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

**WHEREAS**, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

**WHEREAS**, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

**WHEREAS**, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations ("SB 1383 Regulations") place requirements on multiple entities including the City of Perris, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

**WHEREAS**, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383

Regulations, and to reduce community food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

**WHEREAS**, this Ordinance implements the requirements of AB 341, AB 1826, and the SB 1383 Regulations; and

**WHEREAS**, on \_\_\_\_\_, 2021, the City Council conducted a legally noticed public hearing for this Ordinance, and has considered all oral and written testimony from members of the public and City staff, including, but not limited to, all staff reports and exhibits and accompanying documents; and

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

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

**Section 1.** The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

**Section 2.** The Ordinance is consistent with the City's General Plan, the Perris Municipal Code, and applicable Federal and State laws.

**Section 3.** The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

**Section 4.** The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

**Section 5.** The Ordinance is hereby adopted by the addition of a new Chapter 7.17, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION," in Title 7 of the Perris Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

**Section 6.** 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 Resolution shall remain in full force and effect.

**Section 7.** The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect in accordance with the "Effective Date" stated in Section 7.17.170 of Exhibit "A" after its final passage.

**ADOPTED, SIGNED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor, Michael J. 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 \_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_\_ day of \_\_\_\_\_, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

Exhibit A: Chapter 7.17, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING AND SOLID WASTE COLLECTION," in Title 7 of the Perris Municipal Code

**Exhibit A**  
**Chapter 7.17, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL  
REDUCTION, RECYCLING AND SOLID WASTE COLLECTION," in Title 7 of the Perris  
Municipal Code**



**CHAPTER 7.17 - SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL  
REDUCTION, RECYCLING AND SOLID WASTE COLLECTION**

- 7.17.010 - Purpose and Findings.**
- 7.17.020 - Title of Ordinance**
- 7.17.030 - Definitions**
- 7.17.040 - Requirements for Single-Family Generators.**
- 7.17.050 - Requirements for Commercial Businesses.**
- 7.17.060 - Waivers for Generators.**
- 7.17.070 - Requirements for Commercial Edible Food  
Generators.**
- 7.17.080 - Requirements for Food Recovery Organizations and  
Services.**
- 7.17.090 - Requirements for Haulers and Facility Operators.**
- 7.17.100 - Self-Hauler Requirements.**
- 7.17.110 - Compliance with CALGreen Recycling  
Requirements.**
- 7.17.120 - Model Water Efficient Landscaping Ordinance  
Requirements (MWELo).**
- 7.17.130 - Procurement Requirements for City Departments,  
Direct Service Providers, and Vendors.**
- 7.17.140 - Inspections and Investigations.**
- 7.17.150 - Enforcement**
- 7.17.160 - Coordination and Interpretation in Conjunction  
With Related Solid Waste Ordinances.**
- 7.17.170 - Effective Date**

**7.17.010 Purpose and Findings.**

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including Composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified

threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

**7.17.020 Title of Ordinance.**

This chapter shall be entitled "Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection".

**7.17.030 Definitions.**

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

"City" means the City of Perris, California, within its jurisdictional boundaries.

“City Enforcement Official” means the City Manager or his/her authorized designee(s) who is/are partially or wholly responsible for enforcing the ordinance.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined hereinbelow of this Section 7.17.030 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by a City to determine compliance with this Chapter.

“Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“C&D” means construction and demolition debris.

“Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a Source Separated Organic Waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

1. The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average

Source Separated organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for Organic Waste received from the Source Separated Organic Waste collection stream.

- a. If a transfer/processor has an annual average Source Separated organic content Recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a "Designated Source Separated Organic Waste Facility".
2. The facility is a "Composting operation" or "Composting facility" as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is Organic Waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.5.

"Designee" means an entity that a City contracts with or otherwise arranges to carry out any of the City's responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

"Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including without limitation: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that, in City's or its Designee's reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis

volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the Generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or its Designee for collection services.

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

"Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.

"Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code; and
3. A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

"Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps

excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, and Food-Soiled Paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including without limitation a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food

handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“MWELO” refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means the following entities that are not subject to the City’s enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.

3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

“Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source



Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

"Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

"Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

"Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

"Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

"Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

"SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

"Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

“Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that (i) is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7), and (ii) excludes any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related Composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste; Non-Compostable Paper; Paper Products; Printing and Writing Paper; and any other Organic Waste that an Organics Waste Facility may reject to maintain any organics-related Composting certifications including but not limited to organic carpets and textiles, contaminated wood or lumber, manure, digestate, biosolids, and sludges.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.

5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

#### **7.17.040 Requirements for Single-Family Generators.**

Organic Waste Generators shall subscribe to a three container collection service which includes a Blue Container, Green Container and Gray Container, and shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements in the Perris Municipal Code and to the extent permitted by the Code.

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 7.17.040(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for collection services as requested by the City or its Designee. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

#### **7.17.050 Requirements for Commercial Businesses.**

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 7.17.050(B), except Commercial Businesses that meet all Self-Hauler requirements set forth in the Perris Municipal Code. City or its Designee shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Except Commercial Businesses that meet the Self-Hauler requirements in this Chapter participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 7.17.100.
3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
  - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the

subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Subsection 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 7.17.100.
6. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for Contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 7.17.140 of this Chapter to confirm compliance with the requirements of this Chapter.
10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may

be implemented by City at a later date, to evaluate Generator's compliance with this Section 7.17.050(B).

11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 7.17.100 of this Chapter.
13. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 7.17.070.

**7.17.060 Waivers for generators.**

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 7.17.060(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 7.17.060(A)(2) below.
2. Provide documentation that either:
  - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
  - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

3. Notify City if circumstances change such that Commercial Business's Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

B. Physical Space Waivers – City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 7.17.050. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City Manager or his/her designee that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

**7.17.070 Requirements for Commercial Edible Food Generators.**

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible



Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
  - a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - iii. The established frequency that food will be collected or self-hauled.
    - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than July 1st of each year commencing no later than July 1, 2022 for Tier One Commercial Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 7.17.070(C)(5)(c).

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate

Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**7.17.080 Requirements for Food Recovery Organizations and Services.**

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written

agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than July 1, 2022.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

**7.17.090 Requirements for Haulers and Facility Operators.**

A. Exclusive or non-exclusive franchised hauler(s), as applicable, providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City's boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before July 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 7.17.110 hereof.
4. The authorization of exclusive or non-exclusive franchised hauler(s), as applicable, to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, Contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement with the City.

**B. Requirements for Facility Operators and Community Composting Operations**

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

**7.17.100 Self-Hauler Requirements.**

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the Generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste, to the extent permitted by this Municipal Code, is not required to record or report information in Section 8.54.100(C).

E. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 7.17.100(C) to the City if requested and within ten (10) days of such request.

**7.17.110 Compliance with CALGreen Recycling Requirements.**

A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies, ordinances, and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

**7.17.120 Model Water Efficient Landscaping Ordinance Requirements (MWELo).**

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 7.17.120.

B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this Chapter. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 7.17.120(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
  - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
  - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

2. The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 7.17.120(A) shall consult the full MWELO for all requirements.

D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

**7.17.130 Procurement Requirements for City Departments, Direct Service Providers, and Vendors.**

A. City departments, and direct service providers to the City, as applicable, must comply with the City-adopted procurement policy for Recovered Organic Waste Product Recycled-Content Paper.

B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
5. Provide records to the City's designated personnel member for purposes of Recovered Organic Waste Product procurement recordkeeping in

accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 7.17.130(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

**7.17.140 Inspections and Investigations.**

A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.

B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's personnel or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises, or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.

C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

D. City representatives/personnel and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.



E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

**7.17.150 Enforcement.**

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter include, but are not limited to, issuance of an administrative citation and assessment of a fine. In addition to the procedures in this section 7.17.150, the City may enforce this Chapter consistent with the procedures in Perris Municipal Code Chapter 1.18.

B. Other remedies allowed by law may be used for enforcement, including but not limited to civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official or his/her designee authorized and legally able to undertake such action.
  - a. The City Enforcement Official or his/her designee will interpret this Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
  - b. The City Enforcement Official or his/her designee may issue Notices of Violation(s).

D. Process for Enforcement

1. The City Enforcement Official or his/her designee will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 7.17.140 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.

- a. For incidences of Prohibited Container Contaminants found by City or its Designee in containers, City will issue a Notice of Violation to any Generator found to have Prohibited Container Contamination in a container. Prior to issuance of a Notice of Violation, City's Designee may provide an informal warning(s) or notice(s) of Container Contaminants via cart tag. Thereafter, any Notice of Violation shall be provided by the City via mail within two (2) days after City determines a violation has occurred with respect to Prohibited Container Contaminants. If the City or its Designee observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s) in any calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 7.17.150(E).
  - b. In addition to 7.17.150(D)(3)(a), Designee may implement through Designee's service rate structure a Contamination service charge for customers committing incidents of Prohibited Container Contaminants. Designee shall provide such customers with written notice and/or cart tags, or such other procedures required under any contract, agreement, or similar contractual authorization between the City and its Designee, prior to levying any Contamination service charge. The foregoing Contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a Contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the City and its Designee assigned to collect Organic Waste.
4. With the exception of violations of Generator Contamination of container contents addressed under Section 7.17.150(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
  5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an Enforcement Action to impose penalties, via an administrative citation and fine.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$100 per violation.
2. For a second violation, the amount of the base penalty shall be \$200 per violation.
3. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

F. **Compliance Deadline Extension Considerations.** The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 7.17.150 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. **Appeals Process.** Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeal procedures in Perris Municipal Code Section 1.18.035.

H. **Education Period for Non-Compliance.** Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. **Civil Penalties for Non-Compliance.** Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section 7.17.150, as needed.

J. Enforcement Table – Non-exclusive List of Violations.

Table 1 below provides a non-exclusive list of violations of this Chapter which may subject an entity to an Enforcement Action pursuant to this Section 7.17.150.

**Table 1. List of Violations**

REQUIREMENT	DESCRIPTION OF VIOLATION
<p>Commercial Business and Commercial Business Owner Responsibility Requirement Sections 7.17.050</p>	<p>Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this Chapter, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.</p>
<p>Organic Waste Generator Requirement Sections 7.17.040 and 7.17.050</p>	<p>Organic Waste Generator fails to comply with requirements adopted pursuant to this Chapter for the collection and Recovery of Organic Waste.</p>
<p>Hauler Requirement Section 7.17.090</p>	<p>A hauler providing Residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Chapter.</p>
<p>Hauler Requirement Section 7.17.090</p>	<p>A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this Chapter.</p>
<p>Hauler Requirement Section 7.17.090</p>	<p>A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this Chapter.</p>
<p>Self-Hauler Requirement Section 7.17.100</p>	<p>A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).</p>
<p>Commercial Edible Food Generator Requirement Section 7.17.070</p>	<p>Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.</p>
<p>Commercial Edible Food Generator Requirement Section 7.17.070</p>	<p>Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.</p>
<p>Commercial Edible Food Generator</p>	<p>Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being</p>

REQUIREMENT	DESCRIPTION OF VIOLATION
Requirement Section 7.17.070	recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 7.17.050 and 7.17.070	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 7.17.070.	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 7.17.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 7.17.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 7.17.080.

**7.17.160 Coordination and Interpretation in Conjunction With Related Solid Waste Ordinances.**

In interpreting this Chapter in conjunction with the City's general Solid Waste regulations (Perris Municipal Code Chapter 7.16), in the event of any conflict between this Chapter and Chapter 7.16 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and Food Waste collection, disposal, enforcement and penalties.

**7.17.170 Effective Date.**

This Chapter shall be effective commencing on January 1, 2022.

# ATTACHMENT 2

Frequently Asked Questions of SB1383



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

### Senate Bill 1383 Organic Waste Reduction Ordinance Frequently Asked Questions

#### 1. What is Senate Bill 1383 (SB 1383)?

In September 2016, Governor Brown signed into law SB 1383, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes targets to achieve a 75 percent reduction in the statewide disposal of organic waste from the 2014 level by 2025. The law grants CalRecycle the regulator authority required to achieve the organic waste disposal reduction targets and establishes an additional target that not less than 20 percent of currently disposed of edible food is recovered for human consumption by 2025.

#### 2. What is organic waste?

Organic waste includes food waste, landscape trimmings (leaves, grass, trimmings, branches, stumps), non-hazardous wood waste, and compostable paper (compostable paper includes food-soiled paper) mixed in with food waste and other compostable paper) are all considered organic material.

#### 3. Why recycle organic waste?

Organic waste accounts for over 60 percent of the material in California's waste stream. Organic material cannot break down when buried in a landfill, as in nature or a compost pile. Instead, it decomposes without oxygen, releasing methane gas into the atmosphere.

#### 4. What is considered edible food waste?

Edible food waste is food that would otherwise go to waste from restaurants, grocery stores, produce markets, or dining facilities. The food is edible but often not sellable. Products that are at or past their "sell-by" dates or are imperfect in any way, such as a bruised apple or day-old bread, are donated by grocery stores, food vendors, restaurants, and farmer's markets. Other times, the food is unblemished, but restaurants may have made or ordered too much or may have good pieces of food (such as scraps of fish or meat) that are byproducts of the process of preparing foods to cook and serve. Also, food manufacturers may donate products that marginally fail quality control or that have become short-dated.

**5. What will go in the green container? If it grows, it goes!**

Food Scraps: Are cooked or raw meat, poultry, and seafood (including bones), cheese, dairy products, fruits, vegetables, grains, pasta, eggshells, bread, coffee grounds, tea bags, tea leaves, baked goods, nuts, jelly, candy, snack foods, leftovers, spoiled food.

Yard Waste: Grass clippings, small branches, small tree limbs, tree roots, flowers, leaves, plants, straw.

Food-Soiled Paper: Paper bags, paper napkins, paper towels, paper plates, paper cups, paper take-out containers and take-out boxes (with no plastic or wax coating, and the metal removed), coffee filters, tissue.

Natural Fibers: Popsicle sticks, sawdust, toothpicks, wooden chopsticks, untreated wood.

**6. How long do I have to comply?**

Senate Bill 1383 requires the City of Perris to adopt a mandatory organics participation ordinance to go into effect by January 1, 2022. For the following two years, outreach and education efforts will be made to ensure everyone is compliant. In addition, on January 1, 2024, the City will be required by the State to implement monetary penalties for non-compliant businesses and residents.

**7. Who can assist me with implementing this program?**

The City's waste hauler, CR&R, is contractually required to provide two full-time recycling coordinators dedicated to the City of Perris to help businesses implement recycling programs. In addition, Code Enforcement and CR&R recycling coordinators can provide extensive technical assistance to businesses, single-family residences, and multi-family properties in the City. Examples of assistance are providing door-to-door outreach, staff training for businesses, providing internal recycling receptacles to businesses, developing cost-saving services proposals for businesses, assist with delivery of new collection containers, and making services adjustment to maximize cost-savings.

**8. Where does the collected organic waste go?**

The collected organic waste is taken to CR&R Regional Organics Anaerobic Recovery facility (ROAR) in Perris. The organic waste is converted into renewable natural gas and used to fuel CR&R's collection fleet.





# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 12, 2021

**SUBJECT:** Tele/Video-Conference Meetings During COVID-19 State of Emergency relating to the provisions of AB 361.

**REQUESTED ACTION:** That the City Council Adopt Resolution Number (next in order) Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom issued March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Perris for the Period beginning October 12, 2021 through November 11, 2021

**CONTACT:** Saida Amozgar, Director of Development Services

---

#### **BACKGROUND/DISCUSSION:**

In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other executive orders were issued that further modified the requirements related to the conduct of teleconferenced meetings during the state of emergency.

These executive orders allowed the City Council, Planning Commission, and other City Committees that are subject to the Brown Act to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring transparency and accessibility for open and public meetings. However, those executive orders were set to expire on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond with the timing of expiration of the executive orders. AB 361 provides agencies the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements beyond September 30, 2021. A copy of AB 361 is attached hereto.

The criteria to rely on the provisions of AB 361 are as follows:

- 1) The local agency is holding a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

2) The local agency is holding a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

3) The local agency is holding a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

If just one of the three foregoing criteria is met, then the City may conduct meetings remotely pursuant to Government Code § 54953(e), as amended by AB 361, subject to compliance with certain alternative noticing and public participation requirements.

#### Rules for Public Participation Under AB 361

If a public agency invokes AB 361, the alternative notice and participation requirements are as follows:

1. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
2. Teleconferenced meetings must protect the statutory and constitutional rights of the parties and the public;
3. The public must be able to attend the meeting via call-in option or internet-based service option;
4. Legislative bodies may allow public comments to be submitted prior to a meeting, but must also allow the public to participate in real time through call-in or internet-based service. A legislative body cannot require public comments be submitted in advance of the meeting;
5. If there is any disruption of the call-in or internet-based service, the legislative body must suspend the meeting and take no further action until the problem is fixed;
6. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment, and must also include reasonable time for members to register with a third-party host, if applicable. Timed public comment periods cannot be closed until that timed public comment period has elapsed.

The Proposed Resolution Number (next in order) addresses the criteria to rely on AB 361 and will remain in effect for a period of 30 days. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

---

**BUDGET (or FISCAL) IMPACT:** There is no impact to the budget for this item.

---

Prepared by: Judy L. Haughney, Assistant City Clerk

**REVIEWED BY:**

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

Assistant City Manager \_\_\_\_\_

Deputy City Manager ER

Attachments: 1. Resolution Number (next in order)  
2. Assembly Bill 361

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

# ATTACHMENT 1

Resolution Number (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, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING OCTOBER 12, 2021 AND ENDING NOVEMBER 11, 2021 PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the City of Perris is committed to preserving and nurturing public access and participation in meetings of its legislative bodies; and

**WHEREAS**, all meetings of the City of Perris's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, such conditions now exist in the City of Perris, specifically, a state of emergency has been proclaimed by the Governor of the State of California on March 4, 2020 in response to the global outbreak of the novel Coronavirus disease ("COVID-19"); and

**WHEREAS**, on March 31, 2020 the City Council of the City of Perris ratified the proclamation of a Local Emergency proclaimed on March 24, 2020 by the Director of Emergency Services in response to COVID-19; and

**WHEREAS**, meeting in person would present a risk of imminent danger to the health and safety of attendees due to the continued impact of the COVID-19 pandemic; and

**WHEREAS**, the City Council of the City of Perris does hereby find that a State of Emergency has been proclaimed as a result of the threat of COVID-19 and the contagious nature of COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the City of Perris that are likely to be beyond the control of services, personnel, equipment, and facilities of the City of Perris, and desires to proclaim a local emergency and ratify the proclamation of a state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the City Council of the City of Perris does hereby find that the legislative bodies of the City of Perris shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the City of Perris offers the option of teleconferencing to ensure access for the public to attend meetings.

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

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Proclamation of Local Emergency.** On March 31, 2020 the City Council of the City of Perris ratified the proclamation of a Local Emergency proclaimed on March 24, 2020 by the Director of Emergency Services.

**Section 3. Ratification of Governor's Proclamation of a State of Emergency.** The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

**Section 4. Remote Teleconference Meetings.** The staff, City Manager, and legislative bodies of the City of Perris are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 5. Effective Date of Resolution.** This Resolution shall take effect on October 12, 2021 and shall be effective until the earlier of (i) November 11, 2021, which is 30 days from the adoption of this Resolution, or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Perris may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED, SIGNED and APPROVED** this 12<sup>th</sup> day of October, 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 Resolution Number xxxx was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 12<sup>th</sup> day of October 2021, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

# ATTACHMENT 2

Assembly Bill 361





**AB-361 Open meetings: state and local agencies: teleconferences.** (2021-2022)

SHARE THIS:



Date Published: 09/17/2021 09:00 PM

## Assembly Bill No. 361

### CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[ Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021. ]

### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials

have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in

connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: no

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 89305.6 is added to the Education Code, to read:

**89305.6.** (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

- (A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.
- (B) Each teleconference location be accessible to the public.
- (C) Members of the public may address the legislative body at each teleconference conference location.
- (D) Post agendas at all teleconference locations.
- (E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.
- (c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.
- (d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:
- (1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.
  - (2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).
- (e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:
- (1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.
  - (2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.
- (f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.
- (g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

**SEC. 2.** Section 11133 is added to the Government Code, to read:

**11133.** (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

**SEC. 3.** Section 54953 of the Government Code is amended to read:

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all

otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

**SEC. 3.1.** Section 54953 of the Government Code is amended to read:

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.



(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

**SEC. 4.** Section 54953 is added to the Government Code, to read:

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5

(commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

**SEC. 4.1.** Section 54953 is added to the Government Code, to read:

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

**SEC. 5.** Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

**SEC. 6.** It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

**SEC. 7.** The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

**SEC. 8.** (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

**SEC. 9.** This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.