



*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**

**THIS MEETING IS ALSO BEING CONDUCTED AS A REMOTE MEETING IN  
ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 5863**

**Tuesday, November 9, 2021**

**6:30 P.M.**

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

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

***ROLL CALL:***

Nava, Corona, Rabb, Rogers, Vargas

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

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

**2. *ROLL CALL:***

Nava, Corona, Rabb, Rogers, Vargas

**3. *INVOCATION:***

Pastor Chris Thompson  
Perris Valley Community Church  
3470 Nature Trail Perris, CA 92571

**4. PLEDGE OF ALLEGIANCE:**

Councilmember Nava will lead the Pledge of Allegiance.

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

**6. PRESENTATIONS/ANNOUNCEMENTS: NO PRESENTATIONS**

*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.*

**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 October 26, 2021 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

**10. CONSENT CALENDAR:**

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

A. Consideration to adopt the Second Reading of Proposed Ordinance Number 1410 approving Specific Plan Amendment 20-05180 to amend 9.54 acres on the north side of Markham Street and approximately 620 feet east of Perris Boulevard from Business Professional Office (BPO) to Light Industrial (LI), and to amend the Perris Valley Commerce Center (PVCC) Specific Plan land use table to allow truck and vehicle storage as a conditionally permitted use in the LI zone.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 20-05180 TO THE PERRIS VALLEY COMMERCE CENTER (PVCC) SPECIFIC PLAN TO CHANGE THE LAND**

USE DESIGNATION OF APPROXIMATELY 9.54 ACRES FROM BUSINESS/PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) AND TO AMEND THE LAND USE TABLE TO ALLOW TRUCK AND VEHICLE STORAGE AS A CONDITIONALLY PERMITTED USE TO FACILITATE THE DEVELOPMENT OF A TRUCK AND TRAILER PARKING FACILITY ON A 9.54-ACRE SITE LOCATED ON THE NORTH SIDE OF MARKHAM STREET BETWEEN N. PERRIS BOULEVARD AND REDLANDS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF

- B. Consideration to approve Contract Services Agreements with The Code Group, Inc., dba VCA Code, and True North Compliance Services, Inc. for additional building plan review services.
- C. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37760 to Flood Control Maintenance District No. 1. PM 37760 is located on the west frontage of Perris Boulevard, north of Orange Avenue. (APN: Parcel 1 and Parcel 2-Portion of 305-080-070, a subdivision of Perris Spectrum) (Owner: Brazen Group)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37760 TO BENEFIT ZONE 121, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 11, 2022

- D. Consideration to authorize additional funding to the construction contract with Hardy & Harper for the 2021 Citywide Street Improvement Project (CIP # S102 & S075) to add Ramona Expressway and 7 intersections for Pavement Rehabilitation.
- E. Consideration to adopt Proposed Resolution Number (next in order) Accepting RR Thomas Development, Inc. Irrevocable Offer of Dedication for Public Purposes. (304 Faith Circle, APN 313-230-055)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING RR THOMAS DEVELOPMENT, INC.'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (304 FAITH CIRCLE, APN 313-230-055)

- F. Consideration to approve Proposed Resolution Number (next in order) to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant 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, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING NOVEMBER 9, 2021 AND ENDING DECEMBER 9, 2021 PURSUANT TO BROWN ACT PROVISIONS.

- G. Consideration to adopt Proposed Resolution Numbers (next in order) approving the Tentative Agreement for and the Successor Memorandum of Understanding Between the City of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union (MOU), approving the same benefits under applicable provisions of the MOU for non-represented Confidential Employees, and approving, adopting, and implementing the 2021-2022 City of Perris Salary Range Placement Schedule (Non-Management Only); and amending and restating the previously adopted “City of Perris Schedule of Salary and Benefits for Management Employees” and making certain benefits applicable to the City Manager; and approving, adopting and implementing the 2021-2022 City of Perris Salary Range Placement Schedule (Management Only).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE TENTATIVE AGREEMENT FOR AND THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PERRIS AND LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION (MOU), APPROVING THE SAME BENEFITS UNDER APPLICABLE PROVISION OF THE MOU FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES, AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2021-2022 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (NON-MANAGEMENT ONLY)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING AND RESTATING THE PREVIOUSLY ADOPTED “CITY OF PERRIS SCHEDULE OF SALARY AND BENEFITS FOR MANAGEMENT EMPLOYEES” AND MAKING CERTAIN BENEFITS APPLICABLE TO

THE CITY MANAGER; AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2021-2022 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)

**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 Numbers (next in order) regarding annexation of DPR 16-00014 (Perris Apartments) to the City’s Maintenance Districts. DPR 16-00014 is located at the southwest corner of 10<sup>th</sup> Street and South D Street. (APN: 313-273-010) (Owner: SA Golden Investments, Inc.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00014 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021/2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00014 TO BENEFIT ZONE 159, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022

Introduced by: City Engineer Stuart McKibbin

**PUBLIC COMMENT**

- B. Consideration to adopt Proposed Resolution Number (next in order) regarding annexation of PM 37760 to Landscape Maintenance District No. 1. PM 37760 is located on the west frontage of Perris Boulevard, north of Orange Avenue. (APN: Parcel 1 and Parcel 2-Portion of 305-080-070, a subdivision of Perris Spectrum) (Owner: Brazen Group)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37760 TO BENEFIT ZONE 157, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- C. Consideration to introduce the First Reading of Proposed Ordinance Number (next in order) Amending the City of Perris Municipal Code Declaring Prima Facia Speed Limits on Certain City Streets.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 10.36 OF TITLE 10 OF THE PERRIS MUNICIPAL CODE RELATING TO ADJUSTMENT TO THE SPEED LIMITS OF CERTAIN STREET IN THE CITY OF PERRIS

Introduced by: City Engineer Stuart McKibbin

PUBLIC COMMENT

- D. Consideration to conduct a Public Hearing to Receive Input from the Community Regarding a District Based Election System for City Council.

Introduced by: City Attorney Eric Dunn

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. Legislative Updates.

Introduced by: City Manager Clara Miramontes

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: November 9, 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\\_3YQINZMCR4uBw7kjbBZa0Q](https://us06web.zoom.us/webinar/register/WN_3YQINZMCR4uBw7kjbBZa0Q)

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**

9.A.

**MEETING DATE:** November 9, 2021  
**SUBJECT:** Approval of Minutes  
**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on October 26, 2021.  
**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager *EL*

Attachments: 1. Minutes-October 26, 2021

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

# ATTACHMENT 1

Minutes-October 26, 2021 Regular City Council Meeting

# ***CITY OF PERRIS***

## **MINUTES:**

Date of Meeting: October 26, 2021

06:30 PM

Place of Meeting: City Council Chambers

**THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB361 AND RESOLUTION NUMBER 5863**

**CLOSED SESSION**

**ROLL CALL**

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

**Staff Present: City Manager Miramontes, Deputy City Manager Reyna and City Attorney Dunn**

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

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

**Mayor Vargas called the Regular City Council meeting to order at 6:34 p.m.**

2. ROLL CALL:

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

Staff Members Present: City Manager Miramontes, Deputy City Manager Reyna, City Attorney Dunn, 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:

Pastor Angel Baez  
U-Turn 4 Christ  
20170 Patterson Ave. Perris, CA 92570

**In the absence of Pastor Angel Baez, Councilmember Rogers gave the Invocation.**

4. PLEDGE OF ALLEGIANCE:

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

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Dunn reported that the City Council met in Closed Session to discuss the item listed on the agenda. He noted that no reportable action was taken.**

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation to Esmeralda Hernandez, recipient of the Jamil Dada Character Excellence Youth Award.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

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

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

**Randy Segovia**

9. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Meeting held on October 12, 2021 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

A. Adopted the Second Reading of Ordinance Number 1409 adding Chapter 7.17 to the Perris Municipal Code required by Senate Bill 1383 for Organic Waste Disposal Reduction.

The Second Reading of Ordinance Number 1409 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

- B. Approved the Final Tract Maps and the Improvement Agreements and Securities for Final Tract Maps 36648 (FTM 21-05087) and 36648-1 (FTM 21-05088) to subdivide approximately 66 acres into 270 single-family lots (FTM 36648 with 130 lots and FTM 36648-1 with 140 lots) located on the west side of Evans Road, east of the Perris Valley Storm Drain Channel, south of the Moreno Valley City limits and approximately 2,500 feet north of Ramona Expressway. (Applicant: Daniel Wozniak, Pulte Homes Company, LLC)
- C. Approved a Contract Services Agreement with Manpower of Temecula for Staffing Services.
- D. Adopted Resolution Number 5864 approving a Deposit and Reimbursement Agreement with D.R. Horton. The subject property is located at Lemon Avenue and Evans Road (Zone 1 Tract-Tentative Tract Maps 31659 and 32041-1) and Nuevo Road and Evans Road (Zone 2 Tract-Tentative Tract Map 33338).

Resolution Number 5864 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH D.R. HORTON AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5865 and 5866 regarding annexation of PM

37760 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 44. PM 37760 is located within the Perris Spectrum Shopping Center, on the west Frontage of Perris Boulevard, north of Orange Avenue (APN: Parcel 1 and Parcel 2, Portion of 305-080-070) (Owner: Brazen Group)

Resolution Number 5865 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 44 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 44

Resolution Number 5866 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 44 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 44 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

**Dulce Dias, Willdan Financial, gave the presentation on this item.**

**The Mayor opened the Public Hearing at 7:11 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:11 p.m.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve Resolution Number 5865, as presented.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked the City Clerk to open the Ballot.**

**City Clerk Salazar opened the Ballot and reported that it was marked YES.**

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve Resolution Number 5866, as presented.

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

Rogers, Marisela Nava

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5867 and PJPA-029 of the City Council of the City of Perris and the Perris Joint Powers Authority approving the Financing and issuance of bonds associated with Improvement Area No. 2 of CFD No. 2018-1 (Green Valley – West Elm) to finance certain public facilities and fees. The District is located along the south side of Green Valley Parkway, west of Murrieta Road.

Resolutions Number 5867 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY – WEST ELM) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000, ON BEHALF OF ITS IMPROVEMENT AREA NO. 2, TO FINANCE PUBLIC FACILITIES, PERMITTING THE PURCHASE OF SUCH BONDS BY THE PERRIS JOINT POWERS AUTHORITY, AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Resolution Number PJPA-029 is entitled:

A RESOLUTION OF THE PERRIS JOINT POWERS AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$5,000,000 OF ITS PERRIS JOINT POWERS AUTHORITY LOCAL AGENCY REVENUE BONDS (IA 2 of CFD NO. 2018-1 (GREEN VALLEY – WEST ELM)), 2021 SERIES TO PURCHASE LOCAL OBLIGATION BONDS ISSUED BY COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY - WEST ELM) OF THE CITY OF PERRIS, ON BEHALF OF IMPROVEMENT AREA NO. 2, UPON CERTAIN TERMS AND CONDITIONS, AND APPROVING CERTAIN DOCUMENTS AND OTHER ITEMS RELATING THERETO

**Councilmember Rogers stepped away at 7:19 and returned at 7:23 p.m.**

**Rick Brandis, Brandis Tallman, LLC gave the presentation on this item.**

**The Mayor opened the Public Hearing at 7:21 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:21 p.m.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve Resolution Number 5867 and PJPA-029, as presented.

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

NOES:

ABSENT: Rita Rogers

ABSTAIN:

- C. Adopted Resolution Number 5868 adopting the Mitigated Negative Declaration 20-05182, and approving Conditional Use Permit 20-05100, subject to the approval of the Specific Plan Amendment (SPA); and Introduced the First Reading of Ordinance Number 1410 approving SPA 20-05180. The project is located on the north side of Markham Street, approximately 620 feet east of Perris Blvd. APNs: 302-110-031 & 032. (Applicant: Bobby Nassir, Truck Terminal Properties, LLC)

Resolution Number 5868 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING SPECIFIC PLAN AMENDMENT 20-05180 AND CONDITIONAL USE PERMIT 20-05100 FOR THE MARKHAM STREET TRUCK YARD PROJECT LOCATED ON MARKHAM STREET BETWEEN PERRIS BOULEVARD AND REDLANDS AVENUE, SUBJECT TO THE FINDINGS CONTAINED HEREIN

The First Reading of Ordinance Number 1410 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 20-05180 TO THE PERRIS VALLEY COMMERCE CENTER (PVCC) SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 9.54 ACRES FROM BUSINESS/PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) AND TO AMEND THE LAND USE TABLE TO ALLOW TRUCK AND VEHICLE STORAGE AS A CONDITIONALLY PERMITTED USE TO FACILITATE THE DEVELOPMENT OF A TRUCK AND TRAILER PARKING FACILITY ON A 9.54-ACRE SITE LOCATED ON THE NORTH SIDE OF MARKHAM STREET BETWEEN N. PERRIS BOULEVARD AND REDLANDS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF

**Contract Planner Chantal Power gave the presentation on this item.**

**The following Councilmember's spoke:**

**Corona**

**Nava**

**Rabb**

**Vargas**

**Rogers**

**The Mayor opened the Public Hearing at 7:50 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:50 p.m.**

**The City Council directed, and the Applicant agreed, that a condition would be placed on the project that the property must remain a truck**



**yard for at least 30 years.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 5868 and the First Reading of Ordinance Number 1410, noting that the project shall remain a truck yard for at least 30 years.

AYES: David Starr Rabb, Michael Vargas, Rita Rogers

NOES: Malcolm Corona, Marisela Nava

ABSENT:

ABSTAIN:

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

- A. Approved the Fiscal Year 2020-2021 Year End Review and Fiscal Year 2021-2022 Budget Amendments.

**Deputy City Manager Ernie Reyna gave the presentation on this item.**

**Mayor Pro Tem Rabb left the City Council Chambers at 7:54 p.m. and returned at 7:55 p.m.**

**Councilmember Nava left the City Council Chambers at 7:55 p.m. and returned at 7:57 p.m.**

**The following Councilmember spoke:**

**Corona**

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Fiscal Year 2020-2021 Year End Review and Fiscal Year 2021-2022 Budget Amendments, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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 8:24 p.m. in memory of Perris Resident Darlene Steele who passed away on October 14th and Nancy Takano, the mother of Congressman Mark Takano, who passed away on October 23rd.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** **Second Reading of Ordinance No. 1410** approving **Specific Plan Amendment 20-05180** to amend 9.54 acres on the north side of Markham Street and approximately 620 feet east of Perris Boulevard from Business Professional Office (BPO) to Light Industrial (LI), and to amend the PVCC Specific Plan land use table to allow truck and vehicle storage as a conditionally permitted use in the LI zone.

**Applicant:** Bobby Nassir, Truck Terminal Properties, LLC

**REQUESTED ACTION:** **Second Reading and Adoption** of Ordinance No. 1410 to approve Specific Plan Amendment 20-05180, based upon the findings and information contained in this submittal.

**CONTACT:** Kenneth Phung, Director of Development Services

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### **BACKGROUND/DISCUSSION:**

The City Council, at its meeting on October 26, 2021, voted to adopt Mitigated Negative Declaration 2361 and approve Specific Plan Amendment 20-05180 and Conditional Use Permit 20-05100 to facilitate the development and establishment of a truck and trailer parking facility located on the north side of Markham Street and approximately 620 feet east of Perris Boulevard. The approval was subject to the condition that the Project includes a covenant that the property remains a truck terminal for 30 years.

At that meeting, the Council also introduced the first reading of Ordinance No. 1410 to approve the Specific Plan Amendment to change the PVCC Specific Plan zoning designation of the 9.54-acre site from Business Professional Office (BPO) to Light Industrial (LI) and to amend the land use table to allow vehicle-related outdoor storage facilities subject to a Conditional Use Permit to facilitate the construction and operation of a proposed truck and trailer parking facility.

### **RECOMMENDATION:**


Staff recommends approval of the second reading of the Ordinance. Upon adoption, the Ordinance to change the land use and to allow vehicle-related outdoor storage facilities subject to a Conditional Use Permit becomes effective on December 10, 2021.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the Project are borne by the applicant.

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Prepared by: Chantal Power, AICP, Contract Planner  
**REVIEWED BY:** Kenneth Phung, Director of Development Services

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

- Attachments:
1. Ordinance No. 1410 (includes PVCC Specific Plan amended map and table exhibits)
  2. Updated Conditions of Approval
  3. Site Plan
  4. CC Submittal dated October 26, 2021

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

**ATTACHMENT 1**  
**Ordinance No. 1410 (includes PVCC Specific**  
**Plan amended map and table**  
**exhibits)**

**ORDINANCE NUMBER 1410**

***AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 20-05180 TO THE PERRIS VALLEY COMMERCE CENTER (PVCC) SPECIFIC PLAN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 9.54 ACRES FROM BUSINESS/PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) AND TO AMEND THE LAND USE TABLE TO ALLOW TRUCK AND VEHICLE STORAGE AS A CONDITIONALLY PERMITTED USE TO FACILITATE THE DEVELOPMENT OF A TRUCK AND TRAILER PARKING FACILITY ON A 9.54-ACRE SITE LOCATED ON THE NORTH SIDE OF MARKHAM STREET BETWEEN N. PERRIS BOULEVARD AND REDLANDS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF.***

***WHEREAS***, a Specific Plan Amendment (SPA 20-05180) application was submitted in conjunction with a related Conditional Use Permit (CUP 20-05100) application to enable an industrial development known as the Markham Street Truck and Trailer Yard project consisting of the following: 1) Changing the land use designation of 9.54 acres from Business Professional Office (“BPO”) to Light Industrial (“LI”) and Amending the Perris Valley Commerce Center (“PVCC”) Specific Plan Land Use Table to allow truck and vehicle storage as a conditionally permitted use; and 2) Allowing vehicle-related outdoor storage and other facilities as a conditionally permitted use in the LI zone of the PVCC Specific Plan; and

***WHEREAS***, the proposed Specific Plan Amendment (“SPA”) 20-05180 will not conflict with the goals, policies, and implementation measures set forth in the General Plan; and

***WHEREAS***, Mitigated Negative Declaration 20-05182 was prepared for Conditional Use Permit (“CUP”) 20-05100 and SPA 20-05180 (collectively the “Project”); and

***WHEREAS***, the Planning Commission conducted a duly noticed public hearing (on September 15, 2021, continued to October 6, 2021) regarding Mitigated Negative Declaration 20-05182, SPA 20-05180, and CUP 20-05100; and the Planning Commission recommended that the City Council deny Mitigated Negative Declaration 20-05182, SPA 20-05180, and CUP 20-5100 after considering all oral and written testimony submitted by members of the public and City staff including, without limitation, the materials in the staff report and accompanying documents; and

***WHEREAS***, on October 26, 2021, the City Council conducted a duly noticed public hearing on Mitigated Negative Declaration 20-05182, SPA 20-05180 and CUP 20-05100, at which time all interested persons were given full opportunity to be heard to present evidence; and

**WHEREAS**, by Resolution Number *(next in order)*, the City Council adopted Mitigated Negative Declaration 20-05182 (MND/State Clearinghouse #2021080049) for the proposed SPA 20-05180 and CUP 20-05100; and

**WHEREAS**, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data which constitutes the administrative record for the above-mentioned approvals, including without limitation all oral and written evidence presented to the City during all project meetings and public hearings; and

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

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

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

**Section 2.** The City Council further finds, based upon the information contained within the agenda submittal and accompanying attachments, as well as all oral and written testimony and presentations made by members of the public and City staff at the public hearing on October 26, 2021, with respect to the Markham Street Truck and Trailer Yard project, the following regarding Specific Plan Amendment 20-05180:

*A. The Specific Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment to the Perris Valley Commerce Center Specific Plan land use map is consistent with the General Plan, in that the General Plan Land Use will remain within the PVCC Specific Plan and is located within the General Plan area designated as planning Area 1: North Industrial which is generally made up of industrial land uses.

In addition, the proposed Specific Plan Amendment promotes Goal II and Goal III of the General Plan Land Use Element:

**Goal II:** New development consistent with infrastructure capacity and municipal services capabilities.

**Goal III:** Commerce and industry to provide jobs for residents at all economic levels.

*B. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:*

*1. The distribution, location, and extent of the land uses of land, including open space, within the area covered by the Plan.*

2. *The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.*
3. *Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.*
4. *A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above.*

SPA 20-05180 proposes to 1) Amend the land use designation of 9.54 acres from BPO to LI; and 2) Allow vehicle-related outdoor storage and other facilities as a conditionally permitted use in the LI zone of the PVCC Specific Plan and will not impact areas designated as open space.

A Mitigated Negative Declaration was prepared for the project and determined that there would be no impacts to major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities in the area that could not be mitigated to a level that is less than significant.

The proposed Specific Plan Amendment does not include changes to standards and criteria by which development will proceed, or standards for conservation, development, and utilization of natural resources, or to the established program of implementation measures including regulation programs, public works projects, and financing measures.

**Section 3.** Based on the forgoing, the information contained on the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public presented at the public hearing on October 26, 2021, the City Council hereby approves Specific Plan Amendment 20-05180 (attached hereto) changing the land use designation of 9.54 acres from Business/Professional Office to Light Industrial; and 2) Amending the PVCC Specific Plan Land Use Table to allow vehicle-related outdoor storage and other facilities as a conditionally permitted use in the Light Industrial (LI) zone of the PVCC Specific Plan.

**Section 4.** The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

**Section 5.** The Mayor shall sign this Ordinance and the City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.



**ADOPTED, SIGNED and APPROVED this \_\_\_ day of November 2021.**

\_\_\_\_\_  
Mayor, Michael M. Vargas

ATTEST:

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

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

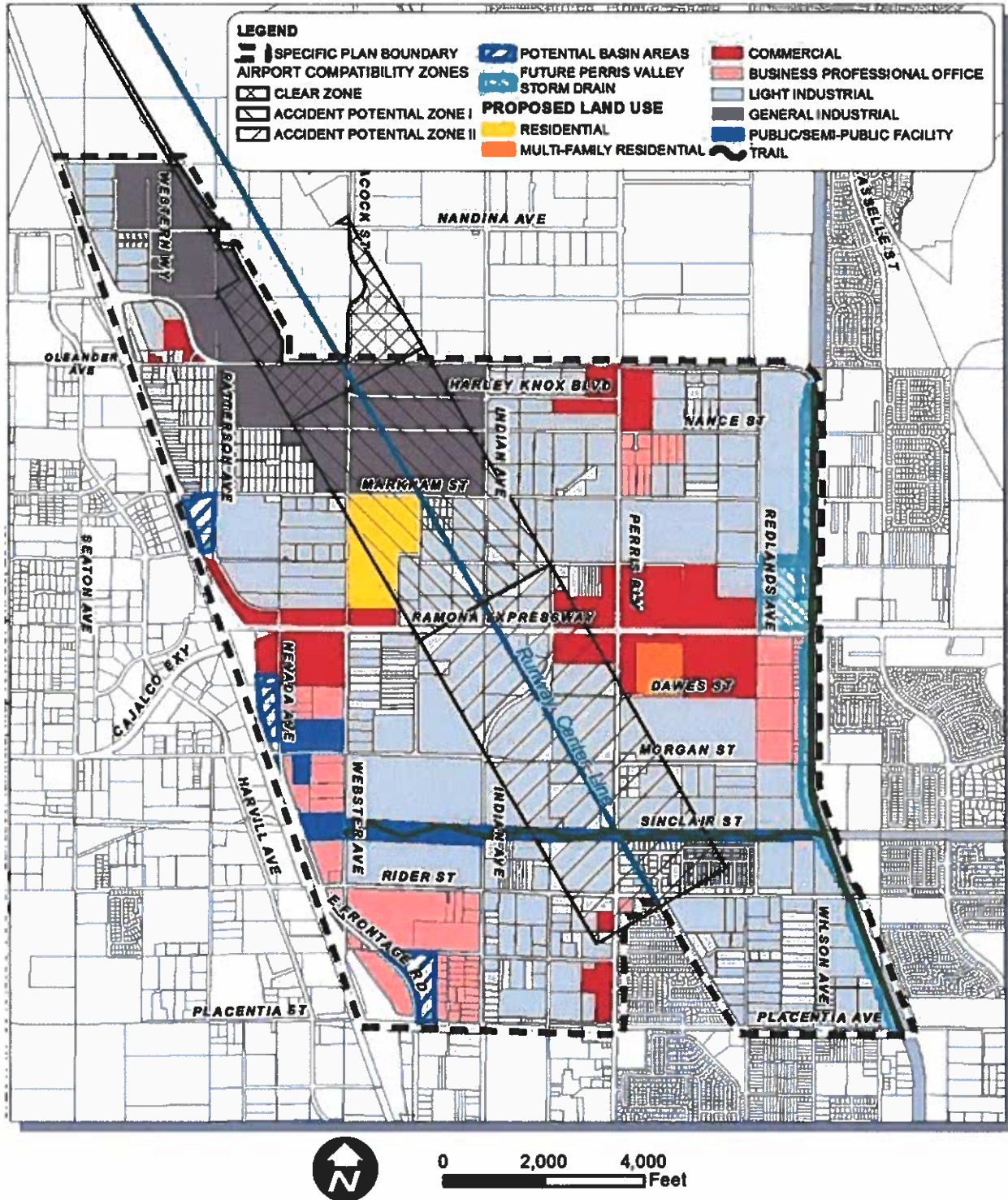
I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1410 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_ day of November 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

**Attachments:** SPA Land Use Amendment and Tables

Figure 2.0-1, Specific Plan Land Use Designation



**Table 2.0-1, Land Use Comparison**

General Plan Land Use	Existing Acres Prior to PVCC SP	Acres Adopted by 2012 PVCCSP	Proposed Acres (SPA1-SPA11)
Business Park/Professional Office (BPO) Professional Office (PO) Business Park (BP)	317	343	260.5
Commercial (C) Community Commercial (CC) Neighborhood Commercial (NC)	462	349	253
General Industrial (GI)	423	408	392
Light Industrial (LI)	1,620	1,866	2,042.5
Multi-Family Residential Residential (Multi-Family) (MFR-14)	22	22	22
Public (P) Public/Semi-Public/Utilities Park, Recreational and Natural Open Space (OS)	120	194	194
Residential (R) Residential (Single-Family) (R-6,000)	59	0	0
Residential (R) Residential (Single-Family) (R-20,000)	63	60	60
Specific Plan (SP)	190	0	0
Other (ROW, Basin, etc.)	307	341	341
<b>Total Acres</b>	<b>3,583</b>	<b>3,583</b>	<b>3,583</b>

**Table 2.0-2, Land Uses**  
(Refer to Table 12.0-1 for use restrictions on property within the Airport Overlay Zone)

LAND USE	LI	GI	BPO <sup>(1)</sup>	C <sup>(1)</sup>	R <sup>(1)</sup>	MFR <sup>(1)</sup>	P	See Section
<b>Agricultural uses</b>								
Agricultural Animal Raising and Care	PRO	CUP	PRO	PRO	PRO	PRO	PRO	
Agricultural Uses	PRO	PRO	PRO	PRO	P	PRO	PRO	
Animal or Poultry Slaughter	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 8.08
Animal Services	CUP	P	CUP	CUP	PRO	PRO	PRO	
Animal Grazing	P	P	P	P	PRO	PRO	P	
<b>Commercial Uses</b>								
Adult Entertainment	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 5.50
Alcohol Sales for Off-site Consumption	PRO	PRO	PRO	CUP	PRO	PRO	PRO	Chapter 19.65
Alcohol Sales for On-site Consumption	CUP	CUP	CUP	CUP	PRO	PRO	PRO	Chapter 19.65

Drive-Thru Services	CUP	CUP	CUP	CUP	PRO	PRO	PRO	
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**Table 2.0-2 LAND USE (Continued)**

LAND USE	LI	GI	BPO <sup>(1)</sup>	C <sup>(1)</sup>	R <sup>(1)</sup>	MFR <sup>(1)</sup>	P	See Section
<b>Commercial Uses (continued)</b>								
Food and Food Service (No Alcohol)	P	P	P	P	PRO	PRO	PRO	
Funeral Homes	P	P	P	P	PRO	PRO	PRO	
General Retail	A	A	P	P	PRO	PRO	PRO	
Hotels and Motels	CUP	PRO	P	P	PRO	PRO	PRO	
Landscape Nurseries	CUP	CUP	PRO	A	CUP	PRO	PRO	
Large Equipment Retail	CUP	CUP	CUP	P	PRO	PRO	PRO	
Live-Work Units <sup>(1)</sup>	PRO	PRO	CUP	CUP	CUP	PRO	PRO	
Mortuary	P	P	P	P	PRO	PRO	PRO	
Personal Services	CUP	PRO	P	P	PRO	PRO	PRO	
Pest Control	P	P	P	CUP	PRO	PRO	PRO	
Storage (Ancillary Uses)	A	A	A	A	PRO	PRO	PRO	
Swap Meets (Indoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Swap Meets (Outdoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Outdoor Storage and Other Facilities	CUP	P	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Routine Service and Maintenance	P	P	CUP	P	PRO	PRO	PRO	
<b>Communication Towers (Additional FAA review may be required)</b>								
Monopoles or similar wireless communications towers or facilities more than 65'	CUP	CUP	CUP	CUP	PRO	PRO	CUP	Chapter 19.85
Monopoles or similar wireless communications towers or facilities less than 65'	P	P	P	P	PRO	PRO	P	Chapter 19.85
<b>Educational / Care Facilities</b>								
Child Care Center / Nursery School, Private	PRO	PRO	CUP	CUP	PRO	PRO	PRO	Chapter 19.83
Day Care for Employee Children Only	A	A	A	A	PRO	PRO	PRO	Chapter 19.83
Hospitals and Urgent Care Centers	P	CUP	P	CUP	PRO	PRO	CUP	
Live-in Care Facilities (aged or infirm excluding Child Care Facilities)	PRO	PRO	CUP	CUP	PRO	CUP	CUP	
Medical Care Clinics and Offices, (excluding urgent care facilities and hospitals and clinics requiring a state permit)	P	CUP	P	P	PRO	PRO	PRO	

**ATTACHMENT 2**  
**Updated Conditions of Approval**

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

**FINAL CONDITIONS OF APPROVAL**

**Specific Plan Amendment 20-05180 and Conditional Use Permit 20-05100    October 26, 2021**

**PROJECT:** Proposal to 1) amend 9.54 acres on the north side of Markham Street between Perris Boulevard and Redlands Avenue, west of the existing Penske building (278 W. Markham Street) from Business Professional Office to Light Industrial within the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) amend the PVCCSP land use table to allow truck and vehicle storage as a conditionally permitted use in the Light Industrial zone and 3) to approve a Conditional Use Permit to facilitate the construction and operation of a proposed truck and trailer parking facility. (APNs: 302-110-031 & 032). **Applicant:** Truck Terminal Properties, LLC

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**General Requirements:**

1. **Approval Period for Conditional Use Permit 20-05100.** In accordance with P.M.C. Section 19.61.090, Expiration and Extension of Time, this approval shall expire three (3) years from the date of City Council approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Conditional Use Permit.
3. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) for Mitigated Negative Declaration 2361 (MND 2361). The MMRP Checklist is to reduce potential traffic, biological resources, cultural, geology/soils, and hydrology impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed.
4. **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
5. **Specific Plan Compliance.** The project shall conform to the Light Industrial (LI) zone standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
6. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the October 26, 2021, City Council meeting, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
8. **Term of Approval.** This approval shall be used within three (3) years of approval date; otherwise it becomes null and void. By use is meant the beginning of substantial construction pursuant to this approval within the three (3) year period which is thereafter diligently pursued to completion, or the beginning of substantial utilization contemplated by this approval. A maximum of three (3) one-year time extensions shall be permitted.

9. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults, and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Planning Division and Engineering Department Conditions of Approval shall be reproduced in full on construction drawings and grading plans, located immediately following the cover sheet of such plans. The applicant shall annotate each Condition on the construction plans to indicate the manner by which each condition has been satisfied (i.e., sheet and detail numbers).
10. **City Engineer's Conditions.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated October 1, 2021.
11. **Fire Department Conditions.** The project shall comply with all Conditions of Approval by the Fire Department dated August 30, 2021, consisting of the following requirements.
  - a. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
  - b. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
  - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
  - d. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
  - e. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
  - f. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
  - g. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
  - h. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven feet above the finished surfaced and near the main entrance door.

12. **Public Works Conditions.** The project shall comply with all Conditions of Approval by the Public Works Department dated June 7, 2021.
13. **Community Services Conditions.** The project shall comply with all Conditions of Approval by Community Services dated August 30, 2021.
14. **Building Conditions:** The project shall comply with all Conditions of Approval by the Building Department dated July 7, 2021.
15. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
16. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to commencement of construction.
17. **Exterior Downspouts.** Exterior downspouts are not permitted on the elevations of any building where exposed to public view. Interior downspouts are required.
18. **Screening of Roof-Mounted Equipment.** Parapet walls shall prevent public views of roof-mounted equipment.
19. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be enclosed within cabinets, as appropriate, and/or painted to match the building to which they are affixed.
20. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
21. **Graffiti** located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
22. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule identified in Public Works Department Condition of Approval No. 5, dated June 30, 2021.
23. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning SPA 20-05180 and CUP 20-05100. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the



defense of the action.

24. **Fish and Game Fee.** Within three (3) days of Planning Commission approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-Recorder" for payment of State Fish and Game filing fees and the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
25. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the Riverside County WQMP Manual requirements. Additional Engineering Department review is required to determine if the proposed retention basin is adequately sized to meet the minimum 100 year storm event volumes. The following two conditions apply:
  - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
  - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the Retention Basin. The Public Work Department shall review and approve the Final WQMP text, plans and details.
26. **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in the Mitigation Monitoring and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.

**Project-Specific Requirements:**

27. **Access.** One driveway restricted to right-in/right-out access is permitted along Markham Street and any gates shall be placed a minimum of 100 feet from the right-of-way.
28. **On-street Parking.** On-street parking of vehicles, trucks, or trailers associated with the project is strictly prohibited.
29. **Security.** The Police Department shall review the security plan and placement of video cameras prior to installation. Video footage from on-site security cameras shall be provided to the Police Department upon demand. Additionally, the guard shack shall be locked at all times when no guard is present.
30. **Screen Walls.** The colors and patterns shall complement the building materials and color palette of the buildings. The screen wall fronting Markham Street shall be 14-foot tall and wrapped 100-feet along the side property lines to screen views of the site from the public roadway. The remaining property is screened by a 10-foot tall wall along the westerly and

northerly property line to provide additional screening of the site from public view. The easterly property line adjacent to an existing industrial building will utilize the existing wrought iron fence with a combination of additional trees and planting to screen the facility.

31. **Signs.** This approval does not include signs, which shall conform to the Perris Crossing Sign Program. Applicant shall apply for a separate sign permit and all signs shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
32. **State, County and City Ordinances.** All tenants shall maintain in compliance with all State, County and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
33. **March Air Reserve Base.** Notice regarding proximity to the March Air Reserve Base (i.e. to be provided by March Air Reserve Base) shall be given to all prospective purchasers of the property and tenants of the building.
34. **Detention Basin(s).** Any new detention basin(s) on the site (including aboveground infiltration areas) shall be designed so as to provide for a maximum 48-hour detention period following the conclusion of the storm event for the design storm (may be less, but not more), and to remain totally dry between rainfalls. Vegetation in and around infiltration areas that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the infiltration areas shall not include trees that produce seeds, fruits, or berries.
34. **Electromagnetic Radiation.** The March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

**Prior to Grading Permit Issuance:**

35. **Water Quality Management Plan (WQMP).** The applicant shall submit a final WQMP substantially in conformance with the approved Preliminary WQMP including, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, and vegetative swales. The Public Works Department shall review and approve the final WQMP plans and details.
36. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.
37. **Parcel Merger.** The parcel merger shall be completed prior to issuance of a grading permit.
38. **ALUC.** All requirements associated with the ALUC determination shall be completed prior to issuance of a grading permit.

**Prior to Building Permit Issuance:**

39. **Avigation Easement.** The landowner shall convey and have recorded an avigation easement to the March Inland Port Airport Authority. Contact March Joint Powers Authority at (951) 656-7000 for additional information.
40. **Site Lighting Plan.** The site lighting plan shall conform to the requirements of the City's adopted Mount Palomar Ordinance and be submitted to the Planning Division for final review and approval. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
41. **Trash Enclosures.** A covered trash enclosure constructed to City standards is required. The trash enclosure shall be easily accessible to the tenant and be screened by landscaping from the public view. The split-face blocked wall trash enclosure shall have an overhead trellis treatment. Elevations shall be included on final landscape plans for review and approval by the Planning Division.
42. **Landscaping Plans.** Prior issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a California registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan
  - a. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation, including the detention basin.
  - b. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation has been installed and is completely operational. Before calling for a final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner for approval.
43. **Fees.** Prior to issuance of building permits, the developed shall pay the following fees:
  - a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre
  - b. Development Impact Fees
  - c. Multiple Species Habitat Conservation Plan fees
  - d. Statutory school fees in effect to all appropriate school districts
  - e. RBBD fees
  - f. District drainage fees
  - g. All fees identified on Conditions of Approval from other department or instituted prior to issuance of a building

**Prior to Issuance of Occupancy Permits:**

44. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. See Public Works/Engineering Conditions of Approval.
45. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.
46. **Truck Terminal Covenant.** The applicant/property owner shall record a covenant limiting the property to a truck terminal for a period of 30-years, subject to the review and approval of the City.

End of Conditions



# CITY OF PERRIS

STUART E. MCKIBBIN, CONTRACT CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-1428

July 28, 2021, **Revised October 1, 2021**

CUP 20-05100 – Truck Terminal

114 E. Markham Street (between Perris Blvd. & Redlands Ave.)

APN 302-110-032 & -042

Lot 6 – Blk 6 – MB 014-668

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

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

### **General Conditions:**

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property

owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.
3. Truck Access to the site shall be limited to and from I-215, Harley Knox Boulevard, Redlands Avenue and Indian Avenue. Truck access to and from Perris Boulevard is prohibited.

**Prior to Issuance of Grading Permit:**

4. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts, including the raised landscaped medians, and City's Flood Control District as appropriate. The proposed streetlights, traffic signals and the raised landscaped medians shall be maintained by the City and cost paid by the developer/property owner through the said annexations.
5. The developer/property owner is responsible to construct Line D-2 of the Perris Valley Master Drainage Plan (PVMDP) along the easterly property boundary, the extent as determined by the City and Riverside County Flood Control & Water Conservation District (RCFCD) and connect to the Reinforced Concrete Box (RCB) Line D in Markham Street. The storm drain alignment cannot overlap with WQMP treatment facility.

All generated 100-year onsite and 100-year offsite runoff shall be collected and conveyed via PVMDP Line D-2 and discharged into Perris Valley Storm Drain Channel. All runoff shall be treated onsite prior to discharge.

The required improvement plans for Line D-2 shall be submitted to the City and RCFCD for review and approval. Cooperative agreement by RCFCD may be required for maintenance of the facility.

Any connection to Line D-2 will require an encroachment permit from RCFCD.

The developer/property owner shall dedicate adequate right-of-way to accommodate Line D-2 as determined by the City and RCFCD.

Construction of certain segment of the PVMDP facility, Line D-2, may be subject to fee credit/reimbursement agreement as determined by the City Engineer.

6. Basin design shall be per Riverside County Flood Control and Water Conservation District (RCFCD) design standards and guidelines.
7. One driveway is permitted to the site. The driveway shall be restricted to right-in/right-out only.
8. The driveways shall be per County of Riverside Standard No. 207A.
9. The driveway may accommodate access to trucks and the limited use of autos.
10. Any gate shall be installed a minimum of 100 feet from the right-of-way limit of Markham Avenue.
11. The developer/property owner shall submit the following to the City Engineer for review and approval:
  - a. Onsite Grading Plans and Erosion Control Plans – Plans shall show the approved WDID No.
  - b. Street Improvement Plans
  - c. Signing and Striping Plans
  - d. Final Drainage Plans, Hydrology and Hydraulic Report
  - e. Final WQMP (for reference)
  - f. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards

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

**Prior to Issuance of Building Permit:**

12. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.
13. A parcel merger consolidating the underlying lots/parcels along with a certificate of compliance shall be submitted to the City for review and approval and shall be recorded.

14. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for approval.
15. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer's approval.
16. Markham Street is classified as a Secondary Arterial (94'/64') per the General Plan. A 30-foot half width right-of-way is currently dedicated on Markham Avenue along the property frontage; the applicant/property owner shall dedicate the required additional 17 feet of right-of-way.
17. All easements and/or right-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.
18. Paved access shall be provided to the proposed building per the Precise Grading Plan.
19. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

**Prior to Issuance of Certificate of Occupancy:**

20. Markham Street (Secondary Arterial - 94'/64') along the project frontage within the dedicated right-of-way shall be improved to provide for a 52 foot wide pavement along the property frontage (using a TI of 9.0 and PG 70-10), 8-inch curb and gutter located 32 feet north of the centerline, street lights subject to the result of a photometric study prepared by a registered Electrical Engineer, a Class I - Shared Use Path per Active Transportation Plan, City of Perris, County of Riverside and Caltrans standards.

If the existing pavement is in good condition, the developer/property owner may use grind and overlay technique as determined by the City Engineer.

21. The existing power poles on Markham Street along the property frontage shall be removed and cables (under 66kv) shall be undergrounded. Provide an undergrounding of utilities study prepared by a utility consultant/electrical engineer analyzing and determining the extent of conformance.



22. Markham Street at the driveway shall be concrete paved to withstand truck traffic as directed by the City Engineer.
23. The developer/property owner shall provide for utility trench surface repair as directed by the City Engineer.
24. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.
25. In the interest of equity, the developer/property owner agrees to pay the RBBB fee based on twenty five percent (25%) of the square footage of the project site's parking area, serving as proxy to constructing an industrial structure/building on the project site.



Stuart E. McKibbin  
Contract City Engineer



# CITY OF PERRIS

## PUBLIC WORKS DEPARTMENT

### LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

# MEMORANDUM

**Date:** June 30, 2021

**To:** Chantal Powers, Planner

**From:** Michael Morales, CIP Manager

**By:** Chris Baldino, Landscape Inspector *CB*

**Subject:** **CUP 20-05100 Conditions of Approval-** Proposed to establish a truck and trailer facility on a vacant parcel on a 9.5-acre site along East Markham Street within the Perris Valley Commerce Center Specific Plan.

- 
1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
    - **Markham Street** - Provide offer of dedication as needed to provide for full half width Street (94' ROW (47' half-width), curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from back of curb.
  2. **Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
  3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan **CUP 20-05100**" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
    - a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering

Administration and Special Districts Division, including:

- **Markham Street** – Per Section 6.0-18 Streetscape Landscape design guidelines and planting pallet for Secondary Arterial and figure 6.0-7 of the PVCCSP, for sizing and spacing requirement. Planting will be the same as the landscape on the South side of Markham. Primary Trees: Platanus a. Bloodgood London Plane tree. Secondary: Lagerstroemia Tuscarora Crape Myrtle, street trees to be alternating in groups of three. Use of drought resistant shrubs and groundcover intended to complement the existing parkways to the south of this development along Markham Street, including but not limited to the following: Aloe striata Coral Aloe, Pennisetum a. Hamlin Dwarf Fountain Grass, Westringia f. Morning Light Dwarf Westringia, Lantana Gold Mound Yellow Lantana, Rosmarinus o. Huntington Carpet Prostrate Rosemary, Tachelospermum asiaticum Asian Jasmine.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the



final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
  - a. **Street Lighting-**If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
  - b. **Acceptance By Public Works/Special Districts-** Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
  
7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
  - **Under Sidewalk Drain** – Proposed by the project shall be maintained by FCD #1.
  - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's

Engineering Administration and Special Districts Division.

- **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
- **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
  - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
  - **Consent and Waiver for Landscape Maintenance District No. 1** – New off-site parkway landscape proposed by the project on Markham Street.
  - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project and under sidewalk drains, as determined by the City Engineer.
- Original notarized document(s) to be sent to:  
Daniel Louie  
Wildan Financial Services  
27368 Via Industria, #200  
Temecula, CA 92590

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



**CITY OF PERRIS**  
COMMUNITY SERVICES

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# MEMO

**Date:** August 30, 2021  
**To:** Chantal Power, Project Planner  
**From:** Sabrina Chavez, Director of Community Services  
**Cc:** Arcenio Ramirez, Community Services Manager  
Jessica Galloway, Project Coordinator  
Joshua Estrada, Parks Coordinator  
**Subject:** Conditions of Approval  
CUP 20-05100  
**Applicant:** Bob Nassir

---

Community Services Staff reviewed CUP 20-05100 and offer the following comment(s):

**Development Impact Fees**

- The Project is subject to payment of Industrial Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

**Special Districts**

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

**Active Transportation Plan**

- Developer to provide a Class 1 Bicycle Lane on Markham Street, as recommended by the Active Transportation Plan, refer to engineering conditions.





# **Dennis Grubb and Associates, LLC**

*Assisting Cities Build Safe Communities*

## *Fire Department Development Review Comments*

August 30, 2021

City of Perris  
Attn: Chantal Power  
135 N. D Street  
Perris, CA 92570-2200

### **Subject: Preliminary Review for CUP20-05100**

As requested, a review of the subject property was completed. The following fire conditions shall apply:

1. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
2. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
3. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
4. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
5. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
6. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
7. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.

**6560 Van Buren Blvd, Ste B, Riverside, CA. 92503  
(800) 975-7395 \* (951) 772-0007**

8. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.

Respectfully,



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Dennis Grubb, CFPE

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

Planning Case File No(s): **CONDITIONAL USE PERMIT #20-05100**

Case Planner: **Chantal Power (951) 943-5003,**

Applicant: **Bob Nassir**

Location: **North along E. Markham Street**

**Proposal to establish a truck and trailer facility**

Project:

Associated Cases: **APN: 302-110-031 and 032**

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

Date: **7-7 -2021**

**SPECIFIC COMMENTS**

1. None

**GENERAL CONDITIONS**

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
  - A. 2019 California Building Code
  - B. 2019 California Electrical Code
  - C. 2019 California Mechanical Code
  - D. 2019 California Energy Code
  - E. 2019 California Fire Code
  - F. 2019 California Green Building Standards Code
  - G. Proposed Project will have to comply with the Title 24 Access Regulations and ADA Access regulations
2. All signs if any shall be Underwriters Laboratories, or equal, approved.
3. You will have to comply with the new EV charging station requirements.
4. The entire site will have to have proper fire access.

5. County Health Department approval will be required.

### **PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT**

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

### **FIRE CONDITIONS**

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

**ATTACHMENT 3**  
**Site Plan**



**ATTACHMENT 4**  
**CC Submittal dated October 26, 2021**



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** October 26, 2021

**SUBJECT:** **Specific Plan Amendment (SPA) 20-05180, and Conditional Use Permit (CUP) 20-05100** – A proposal to 1) change the zoning of 9.54 acres on the north side of Markham Street approximately 620 feet east of Perris Boulevard from Business Professional Office to Light Industrial within the Perris Valley Commerce Center Specific Plan (PVCCSP); 2) amend the PVCCSP land use table to allow truck and vehicle storage as a conditionally permitted use in the Light Industrial zone and 3) approve a Conditional Use Permit to facilitate the construction and operation of a proposed truck and trailer parking facility. (APNs: 302-110-031 & 032). **Applicant:** Bobby Nassir, Truck Terminal Properties, LLC

**REQUESTED ACTION:** **ADOPT Resolution** (next in order) to deny the SPA 20-05180 and CUP 20-05100 for the proposed Markham Street Truck and Trailer Yard on the north side of Markham Street approximately 620 feet east of Perris Boulevard;

**Or,**

**ADOPT Resolution** (next in order) to adopt the Mitigated Negative Declaration, and approve the CUP 20-05100 subject to the approval of the Specific Plan Amendment, and **Introduce First Reading of Ordinance Number** (next in order) to approve SPA 20-05180

**CONTACT:** Kenneth Phung, Director of Development Services

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### BACKGROUND/DISCUSSION:

On October 6, 2021, the Planning Commission voted (3-ayes and 2-nos) to recommend denial of the proposed Markham Street Truck Yard project to the City Council. The issues of concern expressed for denying the Project included the following:

- Lost of prime Business Professional Office zoning; and
- Availability of land in the City that would not require a zone change for the proposed use.

The Planning Commissioners commented that the Specific Plan Amendment (SPA) is not consistent with the intent of the General Plan to provide a mixture of land uses, as approximately one-third of the land designated BPO within the PVCC Specific Plan has been rezoned to other land uses. No public comments were received at the October 6, 2021, Planning Commission hearing.



The Planning Commissioners who supported the Project and made an initial recommendation for approval stated the following reasons in support of the Project.

- There is a need for a truck terminal as trucks are illegally parked on local streets and dirt lots;
- Approval of the Project would provide a location for trucks to park if the City wants them to locate off City streets and illegal lots;
- Land already zoned for Industrial that allows for a truck terminal is not being utilized for truck parking, but instead for an industrial building.
- The site is already surrounded by industrial land uses to the south (i.e., Amazon warehouse building), east (Penske warehouse), and a future EMWD pump station to the north.
- The property is 620 feet away from Perris Blvd.

The applicant has submitted a letter (see Attachment 8) identifying the purpose of the land use change, which is summarized below:

- Consistency with the land use approval for the property to the south;
- To fulfill a need for a truck terminal for industrial operators whose operation exceed their capacity and park their trucks on the street; and
- Provide options for local independent truck drivers in Perris who have expressed a need for a truck parking facility closer to their homes.

Staff recommended approval of the Project at the Planning Commission as it could be determined the Project can be consistent with the PVCCSP land use pattern and General Plan in the following ways:

- Consistency with the last rezone from BPO to LI for the property to the south in 2018 involving a land use change of 35 acres from BPO to Light Industrial (PVCC Amendment No. 9, approved April 28, 2018) to facilitate two industrial buildings totaling approximately 1,060,000 million SF on 55 acres;
- Consistency with the adjacent Light Industrial land use to the west occupied by Penske warehouse building and future EMWD pump station to the north; and
- Consistency with the General Plan goals to expand industry provide a needed use that will support existing industrial developments needing overflow parking for trucks and existing local trucking operations that has been identified as a needed use for local independent truck drivers in Perris who have expressed a need for a truck parking facility closer to their home.

Since the prevailing recommendation was to deny the Project, Staff is carrying forth the recommendation of the Planning Commission.

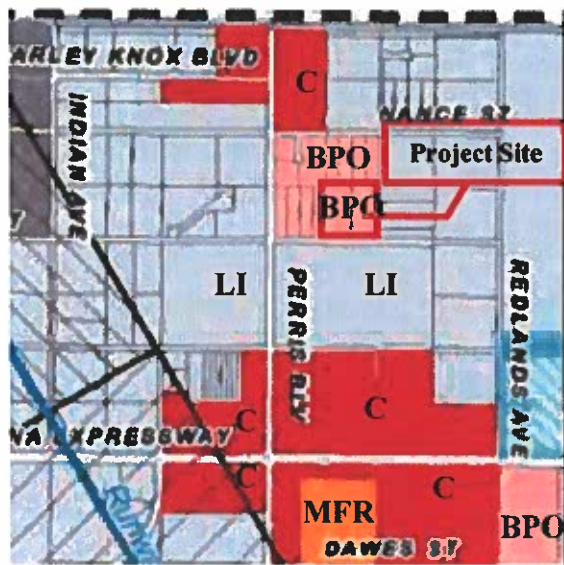
### **PROJECT DESCRIPTION:**

The proposed Project is a proposal to develop and operate a truck and trailer parking facility directly north of Markham Street between Perris Boulevard and Redlands Avenue on a 9.54-acre site consisting of two existing parcels. The proposed Project involves several discretionary actions, including 1) An amendment to the PVCCSP to change the land use designation for the site from Business Professional Office to Light Industrial; 2) Amendment of the PVCCSP to allow truck and vehicle storage as a conditionally permitted use in the Light Industrial land use designation,

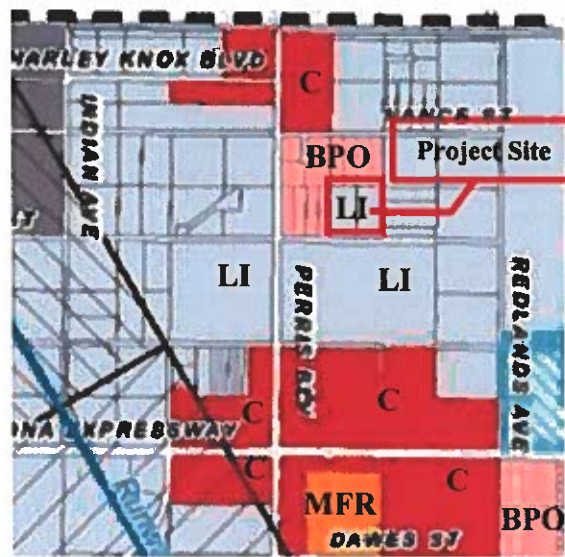
and 3) A Conditional Use Permit (consistent with the proposed land use designation) to allow the truck and trailer storage facility operation.

The exhibits below show the existing and proposed land use change, as well as the surrounding uses:

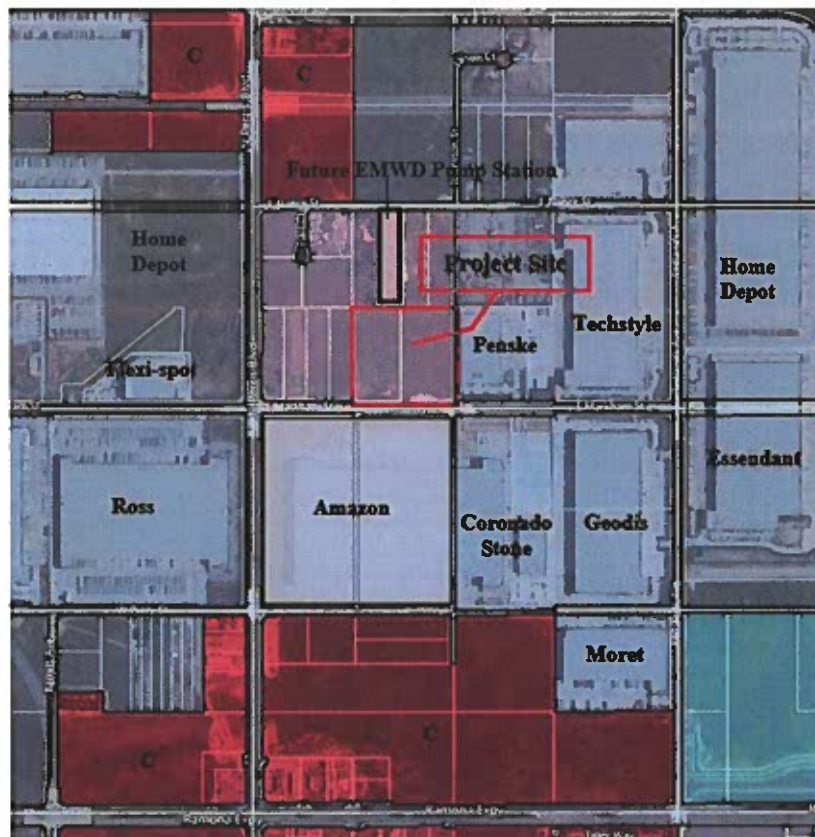
Existing PVCCSP Land Use



Proposed PVCCSP Land Use



Vicinity Map of Surrounding Land Uses



The proposed Project would provide a secured, fenced storage area for semi-trucks and trailers, including a small (470 SF) guard shack building with an office and restrooms. The Project is intended by the applicant to support existing warehousing and logistics users located in the PVCCSP as well as private independent operators. The purpose of the land use change is to provide consistency with the land use approval for the property to the south; to fulfill a need for a truck terminal for industrial operators whose operation exceed their capacity and park their trucks on the street, and to provide options for local independent truck drivers in Perris who have expressed a need for a truck parking facility closer to their home. If the proposed land use and PVCCSP amendments are approved by the City Council, then the proposed CUP 20-05100 would be a conditionally permitted use at the proposed location.

#### **ENVIRONMENTAL:**

A Mitigated Negative Declaration (SCH No. 2021080049) was prepared in compliance with the California Environmental Quality Act and circulated for a 30-day public review period from August 3, 2021, to September 2, 2021. Comments were received from an adjacent residential property owner dated August 15, 2021, the California Air Resources Board dated September 2, 2021, and the Riverside County Flood Control dated September 2, 2021. Responses to comments were prepared for inclusion in the Final MND and were circulated to responders prior to the Planning Commission public hearing date. The comments and responses to comments are provided in Attachment 12. It has been determined that all potential effects of the Project will be reduced to less than significant levels with the implementation of mitigation measures.

Additionally, the project applicant contacted the property owner of the legal non-conforming residential property to discuss how the neighbor's concerns would be addressed, and the neighbor emailed a letter of support for the proposed Project. (see Attachment 10)

#### **AIRPORT LAND USE COMMISSION:**

California Public Utilities Code (CPUC Section 21676) requires that all jurisdictions (County or City) refer all Specific Plan Amendments within an Airport Land Use Compatibility Plan (ALUCP) for ALUC review. ALUC reviewed the application for the proposed Project on October 14, 2021, and determined the Project to be consistent with the allowable uses and limitations for Zone D (Flight Corridor Buffer) as there are no people density limitations, and any concentration of people would be significantly less than a BPO land use. (see Attachment 9) The recommended conditions of approval by ALUC have been incorporated into the Project.

#### **RECOMMENDATION:**

Section 19.54.010(1) of the Municipal Code authorizes the Planning Commission to review and recommend to the City Council approval or denial of proposed requests for zone changes. The Planning Commission determined that the Project did not adequately address the Commission's aforementioned issues of concern and recommended denial of the Project. Therefore, per the Planning Commission's action Staff is carrying forth the Planning Commission's recommendations that the City Council ADOPT Resolution (next in order) to not adopt the MND and deny Specific Plan Amendment 20-05180 and Conditional Use Permit 20-05100. However, if the City Council chooses to approve the Project, a separate resolution and ordinance for approval are attached to this report.

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**BUDGET (or FISCAL) IMPACT:** All costs associated with the Project are borne by the applicant.

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Prepared by: Chantal Power, AICP, Contract Planner  
**REVIEWED BY:** Kenneth Phung, Director of Development Services

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

- ~~Attachments:~~
- ~~1. Resolution Denying Project~~
  - ~~2. Alternative Resolution Adopting MND and approving the Project including conditions of approval~~
  - ~~3. Ordinance Adopting SPA 20-05180 including Revised Maps and Tables~~
  - ~~4. Vicinity / Aerial Map~~
  - ~~5. PVCCSP Land Use Plan~~
  - ~~6. MARB Zone~~
  - ~~7. Project Plans (Site Plan, Architecture, Landscape)~~
  - ~~8. Applicant Letter Stating Reasoning for Land Use change dated September 24, 2021~~
  - ~~9. ALUC consistency determination letter dated October 14, 2021~~
  - ~~10. Email Letter of Support from legal non-conforming residential property to the north dated September 7, 2021~~
  - ~~11. Planning Commission staff report submittal dated October 6, 2021 – due to the size of the documents, only the staff report is included as a hard copy. The entire staff report package is available online at:  
  
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-281>~~
  - ~~12. Mitigated Negative Declaration, Associated Studies, Response to Comments, and MMRP - Due to the size of the document, the file is available online at:  
  
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-281>~~

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



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Contract Services Agreement with The Code Group, Inc., dba VCA Code, and True North Compliance Services, Inc. for additional building plan review services

**REQUESTED ACTION:** Authorize the City Manager to Execute a Contract Services Agreement with the Code Group, Inc., dba VCA Code, and True North Compliance Services, Inc. for additional building plan review services

**CONTACT:** Kenneth Phung, Director of Development Services

### BACKGROUND/DISCUSSION:

The City currently outsources building plan reviews to Esgil Corporation and Interwest Consulting Group, which Safe Built Corporation acquired late last year. However, the demand for expedited plan checks has surged this past year with the improving economy related to new construction and tenant improvements. To continue to expedite and assist the development community with the plan review process, staff recommends the addition of VCA Code and True North Compliance Services, Inc., be directly contracted by the City. This would allow the City to continue to perform plan reviews within a two-week turnaround time as the need arises.

### RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with VCA Code and True North Compliance of up to \$300,000.00 each for plan review services until December 30, 2022. Costs for these contracts are paid by the developer for services rendered at such time the plans are submitted for review. There is no change in plan check fees, including the amount collected by the City. The contracts have been reviewed by the City Attorney.

### FISCAL IMPACT:

Cost for services are paid by the developer and will not impact the General Fund. Services will be charged to the applicant at the time of building plan check submittals.

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

REVIEWED BY: Kenneth Phung, Director of Development Services

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

**Attachments:**            1. **Contract Services Agreement with The Code Group, Inc., dba VCA Code**  
                                  2. **Contract Services Agreement with True North Compliance Services**

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

**ATTACHMENT 1**  
**Contract Services Agreement with The Code**  
**Group, Inc., dba VCA Code**

## **CITY OF PERRIS CONTRACT SERVICES AGREEMENT FOR BUILDING PLAN REVIEW SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 9th day of November 2021, by and between the City of Perris, a municipal corporation ("City"), and the Code Group, Inc., dba VCA Code, (Consultant) a California Corporation. 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 three hundred thousand dollars and no cents (\$300,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

### 3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 30, 2021.

## 4.0 COORDINATION OF WORK

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

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

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

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

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

## 5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

## 5.2 Indemnification.

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

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

## 6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall

have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

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

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

Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

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

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

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

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

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

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

**8.4 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and

that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

**9.0 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"  
CITY OF PERRIS

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

By: \_\_\_\_\_  
Clara Miramontes City Manager



APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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Eric L. Dunn, City Attorney

"CONSULTANT"

The Code Group, Inc. dba VCA CODE

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

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Tom VanDorpe, S.E., President & Sr.  
Principal

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

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Mike Smith, Chief Financial Officer

(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**

VCA is ready and capable of providing first class as-needed on-call building plan check services including, but not limited to:

- A.** Improving the plan check and review process, resulting in increased customer satisfaction.
- B.** Expedited plan review for all City projects as requested and at no additional costs.
- C.** VCA agrees to the following turn-around times for all plan checks:

<b>Expedited City Projects - Plan Check:</b>	<b>Turn-Around</b>
First Review	10 working <b>Review days</b>
Subsequent Reviews	5 working days

- D.** Ongoing support for applicants regarding any code related issues, and excellent communication aimed at helping applicants meet code compliance for any subsequent plan reviews within a timely manner.
- E.** Taking responsibility for ensuring that all building plan reviews are completed thoroughly and on-time with the first plan check as possible.
- F.** Consistency matters and VCA believes one of our most important processes is to assign the best qualified plan checker to a project and have that individual complete that plan review, regardless of the number of submittals during the plan check process.

**1. Plan Review Process. VCA's plans examiners shall comply with the requirements of City policies and procedures in conjunction with the following:**

- a. Tracking Plans:** VCA's Plan Check Division employs a dedicated person to receive and ship all plans. Pertinent data is entered into our custom tracking system, each set of plans receives a bar code that allows VCA to track each entry into our system. This comprehensive system allows VCA to review the plan checkers activities, the number of reviews, the number of hours, and any information received from the City. VCA can relay this information to the City anytime.
- b.** Conduct the building plan check process under the direction of the City's Building Official. Plan review includes architectural, structural, mechanical, electrical, plumbing, fire, energy, geotechnical, landscaping, ADA, and more, including CASp.
- c.** Perform plan review in accordance with Federal and State codes. VCA will perform plan checking with the California Code of Regulations Title 24, Parts 1 through 12, along with all City ordinances applicable at the time of submittal. Any additional requirements provided by the City will also be incorporated into the plan review process so it's as seamless as possible.

- d. Check for compliance with all applicable codes adopted by the City, including, but not limited to: Uniform Housing Code, California Building, Mechanical, Plumbing, and Electrical Codes, Uniform Swimming Pool Code, Uniform Solar Energy Code, and Sign, Tent, and Relocated Building Codes and any applicable adopted local amendment, State of California codes or regulations.
  - e. Perform fire plan review as requested.
  - f. VCA's team shall work with the City's software system ACCELA.
  - g. Plan Checkers shall confirm building use, occupancy, type of construction, and valuation for each project.
  - h. VCA shall calculate the building permit and plan check fees based on the approved City fee schedule, and review permit issuance during the plan review process.
  - i. Confirm compliance with the City's Municipal Code and Zoning Code as related to residential development within non-architectural review areas; perform zoning verification for required front yard, side yard and rear yard setbacks, lot coverage, and building height.
  - j. Perform the First initial Plan Review within stated deadlines. Communicate with and keep the City apprised of any issues or circumstances that would cause VCA to be unable to meet a stated deadline.
  - k. **Correction Lists:** Specific correction lists are prepared and returned with each set of plans or submitted electronically as required. Each correction is typed in clear and concise language identifying the deficient items on the plans, as well as the requirements that must be indicated on the plans to show compliance with the code. Code sections are also included along with references to plan sheet pages. Each plan checker's phone number and email address shall be included for ease of communication regarding questions or clarification.
  - l. **Submittal of Plan Check Corrections:** Plan check corrections shall be returned with plans based on City requirements. VCA will email to the designated Building Division staff and we'll utilize any specified form or transmittal letter as required by the City. Transmittal forms shall include: valuation, description, type of construction, occupancy, floor area, the plan checkers name, phone number, and email address. In addition we'll include any specific information such as number of stores, and/or sprinkler requirements, etc., along with other pertinent information as needed.
  - m. **Recheck Procedure:** Plans returned for second and/or third reviews are typically given to the original plan reviewer. The benefits of assigning re-checks to the original plan reviewer are threefold: 1) their familiarity with the project saves time in approving corrections, 2) this helps expedite the review process for applicants, and 3) conversations with applicants are more consistent.
2. **Coordinate with City staff and keep the Building Official, or other designee informed about plan check status, or any issues than come up during the plan review process.**
- a. Review stated valuations compared with actual scope of work. Inform the City of any discrepancies.
  - b. Coordinate building permit requirements and interface with City Departments and other agencies, including but not limited to the Public Works Department, Planning Division, the Perris Fire Department or other designated entities.

3. **VCA Office Hours:** VCA's normal office hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Our plan checkers will take incoming calls as available, and will return all calls within 24 hours. Emails will be responded to within 24 hours. Our office phone number is (714) 363-4700.
4. **Provide staff augmentation as requested** for counter assistance, or for ancillary staff for building inspection, permitting services, planning, or code enforcement. A schedule of fees for Beyond Scope is included.

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

**VCA Code PLAN REVIEW SERVICE FEE**

In accordance with all applicable Federal, State, and City adopted codes VCA proposes a compensation structure that is *mutually beneficial* to the City and VCA Code. VCA proposes the following fees/rates, and is open to other arrangements as well, to the City based upon two areas of service:

<b>Plan Check Fees Collected by the City:</b>	<b>VCA % of Plan Check Fees Collected</b>
<b>OUTSOURCED PLAN REVIEW</b>	<b>60%</b>
<b>PLAN REVIEW TURN-AROUND TIMES (WORKING DAYS)</b>	

<b>Type of Plan Check:</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>
New Industrial & Commercial	10 days	5 days	5 days
New Residential (SFD, MFD)	10 days	5 days	5 days
Tenant Improvements	10 days	5 days	5 days
Revisions to approved plans	10 days	5 days	5 days
Electrical, Mechanical, & Plumbing	10 days	5 days	5 days
Residential Improvements (additions, etc.)	10 days	5 days	5 days
Non-structural	10 days	5 days	5 days
<b>Expedited Plan Review Fee: 1.5x City Plan Check Fee and Turn-around times are typically ½ the normal time frame.</b>			
<b>Notes:</b>			
<ol style="list-style-type: none"> <li>1. Large or highly complex projects may require more time and VCA will reach out to the City on a case-by-case basis regarding deadlines.</li> <li>2. Four or more plan checks will be charged hourly rate of \$105.00</li> <li>3. Revisions are charged at hourly rate of \$105.00</li> <li>4. VCA will pick up and deliver plans to the City at no additional cost</li> <li>5. The minimum fee for outsourced plan review is 2 hours @ \$105.00=\$210.00</li> </ol>			

**\*\*VCA is open to discussing this fee Schedule to ensure it works for the City\*\***

**BEYOND SCOPE - VCA HOURLY RATES FOR STAFFING**

SHOULD THE CITY NEED ASSISTANCE UTILIZING CONTRACT STAFF TO WORK AT THE CITY, VCA IS CAPABLE OF PROVIDING HIGHLY QUALIFIED INDIVIDUALS FOR STAFF AUGMENTATION FOR ANY TYPE OF POSITION NEEDED. THE FOLLOWING RATE SCHEDULE IS PROVIDED FOR REVIEW OF RELATED COSTS ASSOCIATED WITH STAFFING NEEDS:

Supervising Structural Engineer	\$150.00
Structural Engineer	\$135.00
Plan Check Engineer at City (Civil, MEP)	\$125.00
ICC Certified Plans Examiner at City	\$110.00
Sr. Building/Combination Inspector (DOE/Certs)	\$ 85.00 to \$ 95.00
Building Inspector	\$ 75.00 to \$ 85.00
Grading Inspector	\$ 85.00 to \$105.00
CASp Services	\$145.00 to \$165.00
Code Enforcement Officer	\$ 65.00 to \$ 75.00
CALGreen Inspector/Manager	\$105.00 to \$135.00
Associate Planner / Sr. Planner, AICP (DOE)	\$165.00 to \$195.00
Planning Technician / Planner I	\$ 85.00 to \$145.00
Permit Technician	\$ 65.00 to \$ 75.00
Administrative/Clerical	\$ 50.00 to \$ 60.00
Client Consultation at City Hall (Principal, Vice President, Sr. Manager, CBO)	\$165.00

SCHEDULE OF PERFORMANCE

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**ATTACHMENT 2**  
**Contract Services Agreement with True North**  
**Compliance Services**

**CITY OF PERRIS**  
**CONTRACT SERVICES AGREEMENT FOR**  
**BUILDING PLAN REVIEW SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 9th day of November 2021, by and between the City of Perris, a municipal corporation ("City"), and True North Compliance Services, Inc., a California Corporation. 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 three hundred thousand dollars and no cents (\$300,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by

the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

### 3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 30, 2021.

### 4.0 COORDINATION OF WORK

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

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

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

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

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

## **5.0 INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

## 5.2 Indemnification.

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

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

## 6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to

City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

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

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

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



withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

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

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

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

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

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

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

## **9.0 MISCELLANEOUS PROVISIONS**

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either

party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:	"CITY" CITY OF PERRIS
By: _____ Nancy Salazar, City Clerk	By: _____ Clara Miramontes, City Manager

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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

"CONSULTANT"  
TRUE NORTH COMPLIANCE SERVICES,  
INC.  
990 Highland Dr, Suite 212-S  
Solon Beach, CA 92075

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

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

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

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

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

1. Perform traditional preliminary plan review consultations in True North Compliance's main office by meetings or by telephone.
2. Perform traditional initial plan review of submitted plans to determine compliance with City adopted:

Title 24

Building Code

Fire Code

Plumbing Code

Mechanical Code

Electrical Code

Green Code

Energy Conservation

Disabled Access

Residential Code

3. Additional Services: Consultant shall provide additional services at the City's request such as Fire plan review and inspection, Grading, Engineering and Civil plan review and inspection, Construction/Project management.
4. Provide the applicant's designee and the City a typed list of items needing clarification or change to achieve conformance with the above regulations.
5. Turn-around time: First Review: 10 working days

Second and subsequent reviews: 5 working days

6. Perform all necessary liaison with the applicant's designee by telephone, fax, mail, e-mail or meeting in True North Compliance's main office, and perform all necessary rechecks to achieve conformance to the regulations.
7. Perform all necessary liaison with the Building Official or his designee, by mail, e-mail, telephone, fax, or in True North Compliance's main office regarding any discretionary code issues.
8. Perform plan reviews of revisions to plans that have previously been approved for permit issuance.
9. Perform extra work when requested in writing by the City.
10. Perform Expedited Plan Review for All City Projects at no additional costs to the City.
11. Complete all City fee schedules during the Plan Review process.

This contract is for plan check and inspection services on an "as needed" basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**

**[Intentionally Left Blank]**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

**FEES**

True North Compliance Services proposes the following fees for the services included in our scope of work. Any additional services not listed below may be negotiated:

**PLAN REVIEW SERVICES Plan Review:**

60% of Plan Check Fees collected by the City of Perris

Expedited Plan Services: 1.5 X the normal plan check fees

**POSITION HOURLY RATES**

Interim Certified Building Official: \$145.00

Structural Engineer: \$135.00

Revisions/Field Changes: \$125.00

Plan Review Engineer: \$125.00

Senior Civil Engineer: \$155.00

Civil Engineer: \$140.00

Certified Plans Examiner: \$105.00

Building Inspector I: \$85.00

Building Inspector II: \$90.00

Building Inspector III: \$95.00

Senior Building Inspector: \$105.00

Code Enforcement Inspector: \$85

CASp Plans Examiner/Inspector: \$125.00

Permit Technician: \$75.00

Administrative Staff: \$55.00

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SCHEDULE OF PERFORMANCE

[Intentionally Left Blank]



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Annexation of PM 37760 to Flood Control Maintenance District No. 1 (FCMD 1)  
 Owner(s): Brazen Group  
 APN(s): Parcel 1 and Parcel 2 Port. Of 305-080-070, a subdivision of Perris Spectrum located on the west frontage of Perris Boulevard, north of Orange Avenue.  
 Project: PM 37760- Multi-tenant building & fast food restaurant

**REQUESTED ACTION:** Adoption of Resolution of Intention to Annex PM 37760 to Flood Control Maintenance District No. 1 and set a public hearing date of January 11, 2022

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

**BACKGROUND/DISCUSSION:** PM 37760 is a construction of a 5,200 S.F multi-tenant building, and 2,200 S.F. fast food restaurant within the Perris Spectrum Shopping Center. (See attached Boundary Map).

As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements that provide benefits to this new development.

The improvements to be maintained under Benefit Zone 121 include an inlet, catch basins, 18-, 24-, 30-, 33- and 36-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way. PM 37760 will contribute its 1.65% share of the costs to maintain these improvements. Improvements are to be maintained by Benefit Zone 121 in perpetuity.

**BUDGET (or FISCAL) IMPACT:** The maximum annual assessment is \$429.56. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.



Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

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

Deputy City Manager DL

**Attachments:**

1. Vicinity Map
2. Engineer's Report
3. Resolution of Intention to Annex PM 37760 to Flood Control MD No. 1

Consent:  x

Public Hearing: \_\_\_\_\_

Business Item: \_\_\_\_\_

Presentation: \_\_\_\_\_

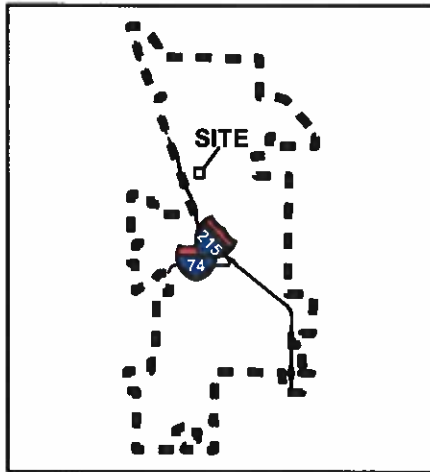
Other: \_\_\_\_\_

# Attachment No. 1

# DIAGRAM OF ANNEXATION OF PM 37760, PARCELS 1 & 2 TO BENEFIT ZONE 121 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Por. of 305-080-070, Parcel 1
2	Por. of 305-080-070, Parcel 2



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

## Attachment No. 2

**AGENCY: City of Perris**

**PROJECT: Annexation of PM 37760 Parcels 1 & 2  
To Benefit Zone 121, Flood Control Maintenance District No. 1**

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

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

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA**, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2021 to June 30, 2022, for that area to be known and designated as:

**"Annexation of PM 37760 Parcels 1 & 2  
To Benefit Zone 121, Flood Control Maintenance District No. 1"**

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

Executed this 9th day of November, 2021.

---

Stuart McKibbin, City Engineer  
**CITY OF PERRIS**  
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made the 11th day of January 2022, by adoption of Resolution \_\_\_\_\_ of the City Council.

---

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

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 9th day of November, 2021.

---

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

## Report

**PART 1.**     **A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect PM 37760 Parcels 1 & 2 from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris drainage facilities. Benefit Zone 121 will contribute towards the cost of maintenance of these facilities that provide such benefits.

The improvements to be maintained under Benefit Zone 121 include an inlet, fifteen (15) catch basins, 18-, 24-, 30-, 33- and 36-inch reinforced concrete (RCP) storm drain pipes, and appurtenances, all located within the public right-of-way. Improvements are to be maintained by Benefit Zone 121 in perpetuity.

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

It is also noted that all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

**PART 2.**     **Plans and Specifications** for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications that are entitled "City of Perris Storm Drain facilities" prepared by the City of Perris Public Works Department.

The plans and specifications are on file in the City of Perris Office of Public Works. The plans and specifications sufficiently show and describe the general nature, location, and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

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

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The estimated annual cost for maintenance of the facilities is listed below:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basins	15	Each	\$178.00	\$2,670.00
Inlet	1	Each	\$178.00	178.00
18" Storm Drain Pipes	695	LF	\$3.30	2,293.50
24" Storm Drain Pipes	526	LF	\$4.25	2,235.50
30" Storm Drain Pipes	180	LF	\$4.25	765.00
33" Storm Drain Pipes	64	LF	\$4.25	272.00
36" Storm Drain Pipes	3,125	LF	\$4.25	13,281.25
<b>Subtotal</b>				<b>\$21,695.25</b>
Incidentals				\$4,339.05
<b>Annual Maintenance Costs</b>				<b>\$26,034.30</b>
<b>BZ 121 Share of the Annual Maintenance Costs (1.65%)</b>				<b>\$429.56</b>

The total acreage that receives benefits from these improvements is 56.0 acres. Parcels 1 & 2 cover 2.0 acres. Therefore BZ 121 receives 1.65% of the benefit from the improvements and will be assigned that portion of the cost for annual maintenance.

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

Zero costs will be assessed to Benefit Zone 121 for the fiscal year commencing July 1, 2021 to June 30, 2022.

**PART 4**

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

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 121. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with 2.0 benefit units assigned to the net area within Benefit Zone 121. The current maximum annual assessment, under Benefit Zone 121, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$214.78 per Benefit Unit, as follows:

$$\frac{\text{Annual Maintenance Costs}}{\text{Benefit Units}} =$$

$$\frac{\$429.56}{2.0 \text{ Benefit Units}} = \$214.78 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2021 to June 30, 2022, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$214.78.

**PART 5.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with PM 37760 Parcels 1 & 2. Said boundary is designated as "Diagram of Annexation of PM 37760 Parcels 1 & 2 to Benefit Zone 121, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

**PART 6.** **A Petition for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 3.



**Assessment Roll**

**Annexation of PM 37760 Parcels 1 & 2  
To Benefit Zone 121,  
Flood Control Maintenance District No. 1, City of Perris**

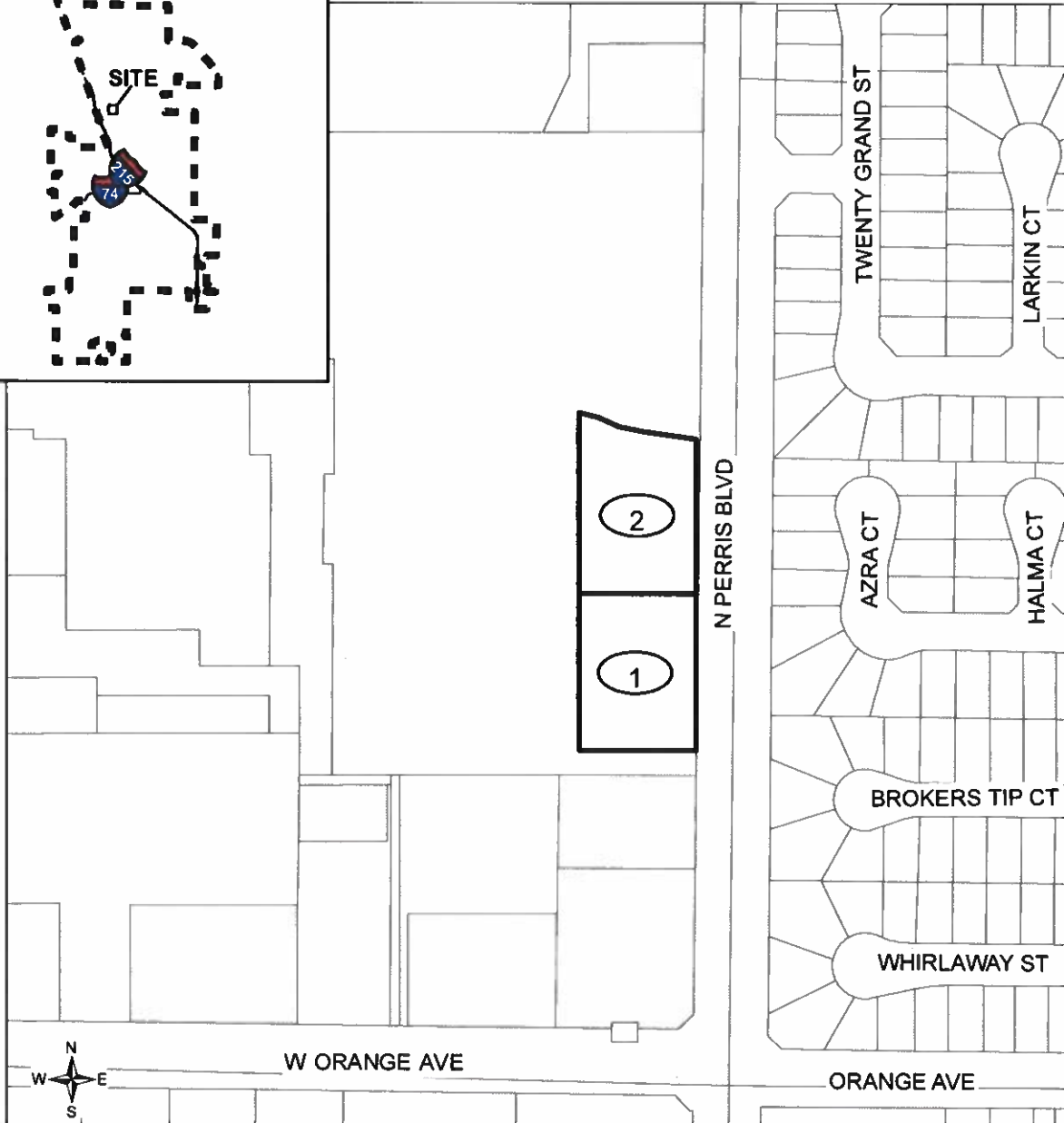
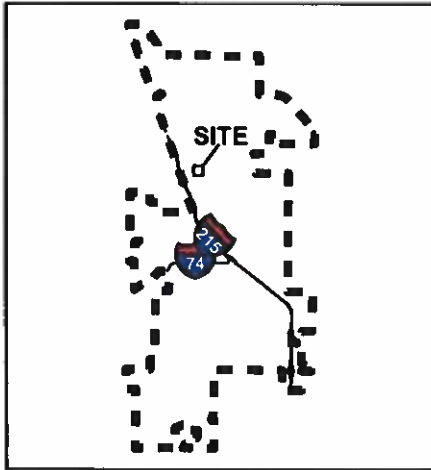
<b>Benefit Zone / Assessment Number</b>	<b><u>Description</u></b>	<b>Assessor Parcel Number</b>	<b>Estimated Annual Assessment</b>	<b>Fiscal Year 2021/2022</b>
121	PM 37760 Parcel 1	Port. of 305-080-070	\$214.78	\$0.00
121	PM 37760 Parcel 2	Port. of 305-080-070	214.78	\$0.00
	<b>Total</b>		<b>\$429.56</b>	<b>\$0.00</b>

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

# DIAGRAM OF ANNEXATION OF PM 37760, PARCELS 1 & 2 TO BENEFIT ZONE 121 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



### Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Por. of 305-080-070, Parcel 1
2	Por. of 305-080-070, Parcel 2



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )  
 County of orange )

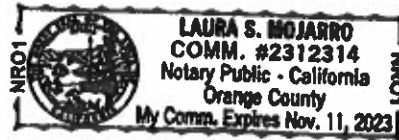
On January 19, 2021 before me, Laura S. Mojarro, Notary Public,  
(here insert name and title of the officer)

personally appeared Natasha Radwan

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

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

WITNESS my hand and official seal.



Signature Laura S. Mojarro

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on  
 Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

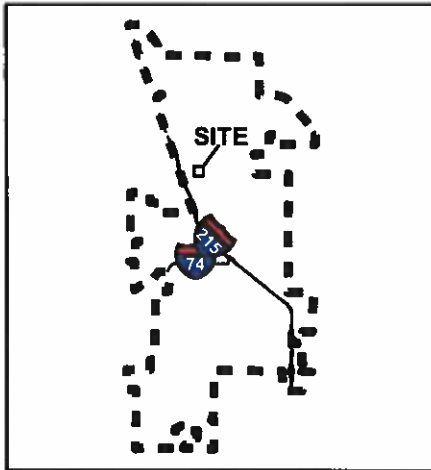
#### Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- \_\_\_\_\_

# EXHIBIT A TO CONSENT AND WAIVER ANNEXATION OF PM 37760, PARCELS 1 & 2 TO BENEFIT ZONE 121 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

## SITE LOCATION



**Legend**

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Por. of 305-080-070, Parcel 1
2	Por. of 305-080-070, Parcel 2



REFERENCE THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

## Attachment No. 3

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PM 37760 TO BENEFIT ZONE 121, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JANUARY 11, 2022**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of PM 37760 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

**WHEREAS**, Brazen Group (the "Owner") has presented signed petitions to the City Council requesting the annexation of PM 37760 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within PM 37760 ; and

**WHEREAS**, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within PM 37760; and

**WHEREAS**, to accomplish such purposes, the City Council proposes to annex PM 37760 to Benefit Zone 121, Flood Control Maintenance District No. 1.

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

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

**Section 2.** Maintenance of the improvements will be of direct benefit to parcels within PM 37760 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of PM 37760, Parcels 1 & 2 to Benefit Zone 121, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

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

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

**Section 4.** On the 11th day of January, 2022, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

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

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

**Section 7.** The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council



will consider levying the new or increased assessments and shall be at least in 10-point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

**Section 8.** That this City Council does hereby designate, Stuart McKibbin, Contract City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

**ADOPTED, SIGNED** and **APPROVED** this 9<sup>th</sup> day of November, 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 9<sup>th</sup> day of November, 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



10.D.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** 2021 Citywide Street Improvement Project (CIP # S102 & S075), add Ramona Expressway and 7 Intersections Pavement Rehabilitation

**REQUESTED ACTION:** Authorize an additional \$302,500 in funding for the 2021 Citywide Street Improvement Project construction contract, and authorize the City Manager to execute a Change Order to the construction contract with Hardy & Harper for \$274,965.22 plus 10% contingencies

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

---

### **BACKGROUND/DISCUSSION:**

On September 14, 2021 the City Council awarded the construction contract for 2021 Citywide Street Improvement Project (Citywide Project) to Hardy & Harper, Inc. for \$2,296,000. This project included various roads throughout the City and maintenance for several Flood Benefit Zones.

For the past few years, roadway potholes along Ramona Expressway have been an on-going issue. As long-term maintenance has been deferred, the City's Public Works Department has consequently had to continuously maintain and fill potholes along Ramona Expressway to keep the roadway safe and drivable. As time has passed, potholes have gotten bigger and Public Works repairs the road weekly. Although the Ramona Expressway Rehabilitation (CIP # S099) is scheduled for the end of the fiscal year, the distressed segments require immediate attention before the rainy season to mitigate more expensive rehabilitation work later, reduce the weekly maintenance costs and provide for public safety.

Additionally, there are seven intersections in the City where heavy truck use has caused shoving of asphalt at the join between the road asphalt and the concrete-paved intersections. Asphalt shoving creates humps in the asphalt that could affect public safety and the drivability of the roadway.

Attachment 1 shows the locations of the proposed Ramona Expressway and 7 Intersections Rehabilitation.

Engineering requested Hardy & Harper, Inc. to prepare a proposal to perform the Ramona Expressway and 7 intersection rehabilitation. Hardy & Harper, Inc. provided a proposal to perform

the work for a cost of \$274,965.22. The cost exceeds Council's previous authorization for contingencies for the CIP # S102 portion of the Citywide Street Improvement Project construction contract, therefore Council approval of the additional funding is required. While there is adequate SB-1 funding in CIP S102 to cover the cost of the Ramona Expressway and 7 Intersections Rehabilitation, staff proposes to transfer \$160,000 of Measure A funding from CIP # S099 to cover the Ramona Expressway portion of the work.

Staff recommends Council allocate an additional \$302,500 of Measure A funding for the Citywide Project to cover the cost of the Ramona Expressway and 7 Intersections Rehabilitation proposal plus 10% contingencies, and authorize the City Manager to execute the Change Order with Hardy & Harper, Inc.

---

**BUDGET (or FISCAL) IMPACT:**

Adopted Capital Improvement Program project #S102 has sufficient SB-1 funds to complete the 7 Intersections portion of the Rehabilitation, and \$160,000 of Measure A funding from Ramona Rehabilitation Project CIP S099 funds will be transferred to cover the cost of the Ramona Expressway portion of the Rehabilitation.

---

Prepared by: Craig Bradshaw, Senior Engineer

**REVIEWED BY:**

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

**Attachments:**

1. Rehabilitation Project Location Exhibit
2. Hardy & Harper Contracting Proposal
3. CIP Sheet S102 & S099
4. September 14, 2021 Staff Report for 2021 Citywide Street Improvements Project (w/o attachments)

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

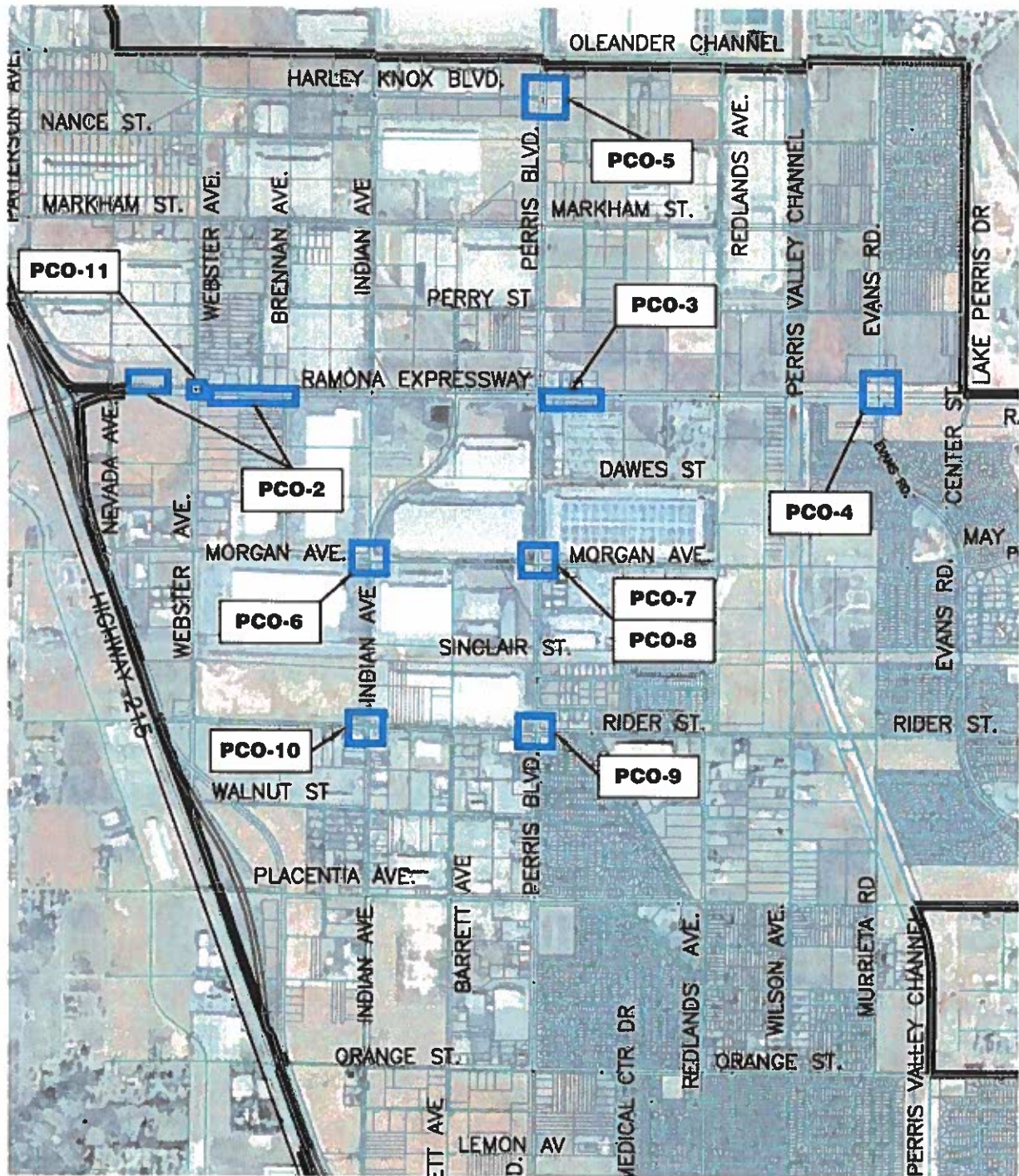
# ATTACHMENT 1

**Project Location Exhibit**

# 2021 CITYWIDE STREET IMPROVEMENT PROJECT

## RAMONA EXPRESSWAY & 7 INTERSECTIONS REHABILITATION

### VICINITY MAP



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
D.D. DATE: 11/04/21

**LEGEND:**

WORK LOCATION



# ATTACHMENT 2

**Hardy & Harper Contracting Proposal**

# Hardy and Harper, Inc.

1312 E. Warner Avenue Santa Ana, Ca 92705  
Office (714) 444-1851 Fax (714) 444-2801

ENGINEERING CONTRACTORS  
STATE LICENSE #215952

City of Perris

Perris, Ca

Dept. of Public Works

Attn: Project Engineer

DATE 25-Oct-21

Proposed Change Order Worksheet for 10 locations throughout  
the City of Perris

JOB LOCATION Perris, Ca

ITEM NO.	DESCRIPTION	CONTRACT QUANTITY	UNITS	QUANTITY OR % PREVIOUS	QUANTITY OR % THIS ESTIMATE	UNIT PRICE	AMOUNT THIS ESTIMATE	TOTAL QUANTITY OR % TO	TOTAL AMOUNT TO DATE
<b>PCO-2: Ramona Expressway at Nevada and Webster Locations</b>									
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$ 11,787.00	\$ 11,787.00	1	\$ 11,787.00
2	TRAFFIC CONTROL PLAN (2 SHEETS)	1	LS	0	1	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
3	2" COLD MILL AND OVERLAY	30,000	SF	0	30,000	\$ 2.04	\$ 61,200.00	30,000	\$ 61,200.00
4	STRIPING	1	LS	0	1	\$ 5,450.00	\$ 5,450.00	1	\$ 5,450.00
							<b>PCO - 2 Total</b>		<b>\$ 80,837.00</b>
<b>PCO-3: Ramona Expressway at Location Near Farmer Boys Restaurant</b>									
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$ 11,145.00	\$ 11,145.00	1	\$ 11,145.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
3	2" COLD MILL AND OVERLAY	17,277	SF	0	17,277	\$ 2.78	\$ 48,030.06	17,277	\$ 48,030.06
4	STRIPING	1	LS	0	1	\$ 3,000.00	\$ 3,000.00	1	\$ 3,000.00
							<b>PCO - 3 Total</b>		<b>\$ 63,375.06</b>
<b>PCO-4 Southbound Evans Road both sides of PCC Roadway</b>									
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$ 4,656.00	\$ 4,656.00	1	\$ 4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
3	2" COLD MILL AND OVERLAY	704	SF	0	704	\$ 15.00	\$ 10,560.00	704	\$ 10,560.00
4	STRIPING	1	LS	0	1	\$ 230.00	\$ 230.00	1	\$ 230.00
							<b>PCO - 4 Total</b>		<b>\$ 16,646.00</b>
<b>PCO-5 N/B Perris Blvd South of Harley Knox</b>									
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$ 4,656.00	\$ 4,656.00	1	\$ 4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00
3	2" COLD MILL AND OVERLAY	490	SF	0	490	\$ 21.30	\$ 10,437.00	490	\$ 10,437.00
4	STRIPING	1	LS	0	1	\$ 230.00	\$ 230.00	1	\$ 230.00
							<b>PCO - 5 Total</b>		<b>\$ 16,523.00</b>
<b>PCO-6 Morgan Street East of Indian Avenue</b>									
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$ 4,656.00	\$ 4,656.00	1	\$ 4,656.00



2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	300	SF	0	300	\$	34.00	\$	10,200.00	300	\$	10,200.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 6 Total</b>				<b>\$ 16,286.00</b>
<b>PCO-7 Morgan Street West of Perris Boulevard</b>												
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$	4,656.00	\$	4,656.00	1	\$	4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	288	SF	0	288	\$	35.00	\$	10,080.00	288	\$	10,080.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 7 Total</b>				<b>\$ 16,166.00</b>
<b>PCO-8 Perris Boulevard South of Morgan Street</b>												
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$	4,656.00	\$	4,656.00	1	\$	4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	188	SF	0	188	\$	53.00	\$	9,964.00	188	\$	9,964.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 8 Total</b>				<b>\$ 16,050.00</b>
<b>PCO-9 Rider Street East of Perris Boulevard</b>												
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$	4,656.00	\$	4,656.00	1	\$	4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	308	SF	0	308	\$	34.00	\$	10,472.00	308	\$	10,472.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 9 Total</b>				<b>\$ 16,558.00</b>
<b>PCO-10 Indian Avenue North of Rider Street</b>												
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$	4,656.00	\$	4,656.00	1	\$	4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	108	SF	0	108	\$	92.00	\$	9,936.00	108	\$	9,936.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 10 Total</b>				<b>\$ 16,022.00</b>
<b>PCO-11 Ramona Expressway W/B Before</b>												
1	TRAFFIC CONTROL IMPLEMENTATION	1	LS	0	1	\$	4,656.00	\$	4,656.00	1	\$	4,656.00
2	TRAFFIC CONTROL PLAN (1 SHEETS)	1	LS	0	1	\$	1,200.00	\$	1,200.00	1	\$	1,200.00
3	2" COLD MILL AND OVERLAY	336	SF	0	336	\$	31.00	\$	10,416.00	336	\$	10,416.00
4	STRIPING	1	LS	0	1	\$	230.00	\$	230.00	1	\$	230.00
								<b>PCO - 11 Total</b>				<b>\$ 16,502.00</b>
											<b>PCO Total Cost</b>	<b>\$ 274,965.06</b>

# ATTACHMENT 3

CIP Sheets S102 & S099

# CITY OF PERRIS

## Capital Improvement Program Project Details

Project Number: S102  
 Project Title: Citywide Pavement Rehab  
 Managing Department: City Engineer



**Project Description and/or Justification:**  
 Pavement Rehabilitation for various City streets  
 (utilizing SB1 funding).



Original Budget: 5,644,788  
 Budget Amendments: (1,824,788)  
 Total Project Costs: 2,187,914  
 Available Funds: 1,632,086

Project Dates:  
 Begin:  
 Completion:

**Total Additions (Deletions): 1,504,000**

Funding Sources:	Fund	Project to Date Available	Proposed Plan 2021/2022	Proposed Plan 2022/2023	Proposed Plan 2023/2024	Proposed Plan 2024/2025	Total
State Grant	119	-					\$ -
RMRA SB1	140	1,632,086	1,504,000				\$ 3,136,086
							\$ -
							\$ -
							\$ -
<b>Total:</b>		1,632,086	1,504,000	-	-	-	\$ 3,136,086

Budget Amendment Notes				
Date	Description / Action	Adopted Budget	Amendment	Amended Budget
2016/17	Budget Amendment	397,000		397,000
2017/18	Budget Amendment		(397,000)	-
2017/18	Adopted Budget RMRA SB1	5,247,788.00		5,247,788
2018/19	Budget Amendment - RMRA SB1		(2,727,788)	2,520,000
2019/20	Adopted Budget RMRA SB1		1,300,000	3,820,000
2021/22	RMRA SB1		1,504,000	5,324,000
				5,324,000
				5,324,000
	City is expecting to be awarded an estimate of \$2.1M from SB1 Grant Contract. Current budget of \$397K is to be removed as the State Grant will not be used to fund this project. Once SB1 Grant has been awarded, a budget amendment will be entered.			5,324,000
				5,324,000
				5,324,000
				5,324,000
				5,324,000
				5,324,000
	<b>Total:</b>	\$ 5,644,788	\$ (320,788)	\$ 5,324,000

**S-102**

As of 3/31/2021



# ATTACHMENT 4

**September 14, 2021 Staff Report for 2021 Citywide Street Improvement Project  
(w/o attachments)**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

*Approved 5-0  
on Consent*

**MEETING DATE:** September 14, 2021

**SUBJECT:** 2021 Citywide Street Improvements Project (CIP S-102 & CIP S-075)

**REQUESTED ACTIONS:** Adopt the Plans and Specifications for the 2021 Citywide Street Improvement Project, Award the Contract for \$2,296,000 to Hardy & Harper, Inc., Reject All Other Bid, and Authorize 10% of the Bid Amount for Soft Costs and 10% of the Bid Amount for Construction Contingencies, Authorize City Manager to Execute the Construction Contract

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

---

#### BACKGROUND/DISCUSSION:

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

On September 1, 2021, three bids were revealed via Active Bidder for the 2021 Citywide Street Improvements Project. Bids ranged from \$2,296,000 to \$2,397,787. The Engineer's Estimate was \$2,800,000. The low bid was submitted by Hardy & Harper, Inc., who has completed many pavement rehabilitation projects for the City of Perris in the past and their work is considered good by the City Engineer's office. Construction is planned to begin Mid-October, 2021 and 100 working days have been allotted to complete the project.

Sections A-L on Attachment #1 are funded by RMRA SB-1 funds. Each individual Flood Benefit Zone funds the work to be performed within its zone, Zones, (24, 25, 26, 28, 29, 32A, 32B, 44, 45, 46 and 50). However, for Benefit Zone 26 there are inadequate funds. Therefore, staff recommends that \$14,535.66 from RMRA SB-1 fund be used to cover the shortfall.

Staff recommends Council adopt the plans and specifications, award the project to Hardy & Harper, 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) and authorize the City Manager to execute the construction contract.

---

**BUDGET (or FISCAL) IMPACT:**

Adopted Capital Improvements Program Sheets S-102 & S-075 identifies adequate funds to complete the project, in the amount of \$2,296,000, including 10% of the bid amount for construction contingencies and 10% of the bid amount for soft costs (inspection, contract administration) with the exception of Benefit Zone 26. There are adequate funds in Fund 140 to cover the Benefit Zone 26 shortfall.

---

Prepared by: Ryan Traylor, Assistant Engineer

**REVIEWED BY:**

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

**Attachment:**

- ~~1. Project Location Maps~~
- ~~2. Bid Results~~
- ~~3. CR Sheets S-102 & S-075~~

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



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** A Resolution of the City Council of the City of Perris Accepting RR Thomas Development, Inc.'s Irrevocable Offer of Dedication for Public Purposes (304 Faith Circle, APN 313-230-055)

**REQUESTED ACTION:** To adopt Resolution Number (next in order) Accepting RR Thomas Development, Inc.'s Irrevocable Offer of Dedication for Public Purposes

**CONTACT:** Eric Dunn, City Attorney

---

### **BACKGROUND/DISCUSSION:**

The City of Perris approved Tract Map No. 32769 ("Map") in 2007. As part of the Map, the property owner at the time, RR Thomas Development, Inc. made irrevocable offers of dedication to the City for various public purposes, including but not limited to street dedications and a dedication of a detention basin for drainage purposes.

At the time of approval of the Map, the City only accepted the street dedications subject to completion of those improvements.

The detention basin is identified on the map as "Lot F", Assessor's Parcel Number ("APN") 313-230-055, commonly known as 304 Faith Circle. The property is presently owned by Joseph E. Balogh.

Pursuant to Government Code Section 66477.2, the offers of dedication that are not accepted when the final map is approved remain open until the City Council accepts or abandons the offers by resolution.

The City Attorney and City Engineer recommend the City formally accept the dedication of "Lot F", APN 313-230-055, by adoption of the resolution attached as Attachment 2 and execution and recordation of a certificate of acceptance.

---

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

---



Prepared by: Nick Papajohn, Deputy City Attorney

**REVIEWED BY:**

City Attorney   X  

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

Finance Director   ER  

**Attachments:**

1. Vicinity Map
2. Resolution Number (next in order)

Consent: X

Public Hearing:

Business Item:

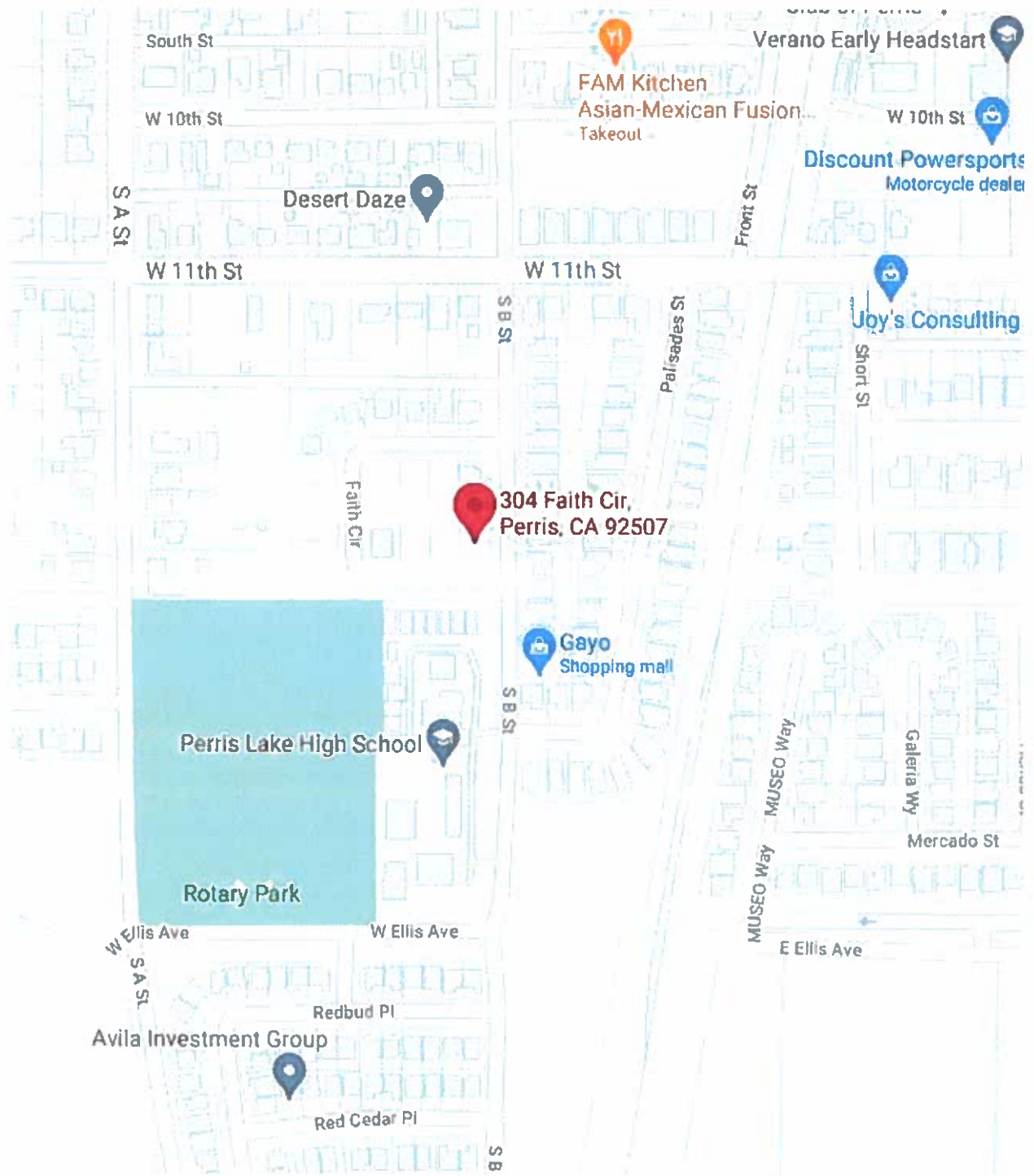
Presentation:

Other:

# ATTACHMENT 1

Vicinity Map

# VICINITY MAP



# ATTACHMENT 2

Resolution Number (next in order)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS  
ACCEPTING RR THOMAS DEVELOPMENT, INC.'S IRREVOCABLE OFFER  
OF DEDICATION FOR PUBLIC PURPOSES  
(304 FAITH CIRCLE, APN 313-230-055)**

**WHEREAS**, pursuant to Government Code § 66475, RR Thomas Development, Inc., a California corporation, made an irrevocable offer of dedication in Tract Map No. 32769 ("Map"), attached hereto as Exhibit "A", to the City of Perris ("City"), of "Lot F", Assessor's Parcel Number ("APN") 313-230-055, in the City of Perris, County of Riverside, State of California, as more particularly described in the legal description attached as Exhibit "B", for drainage purposes (the "Offer"); and

**WHEREAS**, Joseph E. Balogh, an individual, is the owner of APN 313-230-055 and subject to the terms and conditions of the Offer; and

**WHEREAS**, the City did not accept the Offer when the Map was approved; and

**WHEREAS**, pursuant to Government Code sections 66477.2, the Offer remains open until the City Council accepts or abandons the Offer by resolution; and

**WHEREAS**, the City Council desires to rescind its rejection and accept the Offer at this time for the public purposes stated therein, namely for drainage purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:**

**Section 1.** All of the above-stated recitals are true and correct and incorporated herein by reference.

**Section 2.** The City Council hereby accepts the Offer for drainage purposes.

**Section 3.** The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

**PASSED, APPROVED and ADOPTED**, this 9th day of November, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

I, \_\_\_\_\_, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 9th day of November, 2021 by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
Nancy Salazar

**Exhibit "A"**

**Tract Map No. 32769**

[on following pages]



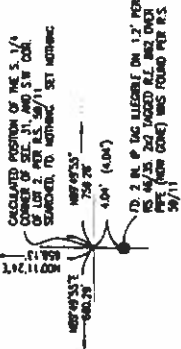


IN THE CITY OF PERRIS, WITHIN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

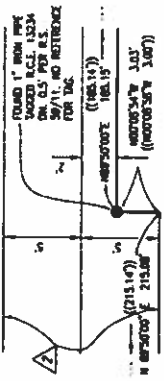
**TRACT MAP NO. 32769**

BEING A SUBDIVISION OF LOT 1 OF PEROU'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 698 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA LOCATED IN SECTION 31, T. 4 S., R. 3 W., S.B.M.

**Cozad and Fox, Inc. June 2005**



**DETAIL 'A'**  
NOT TO SCALE

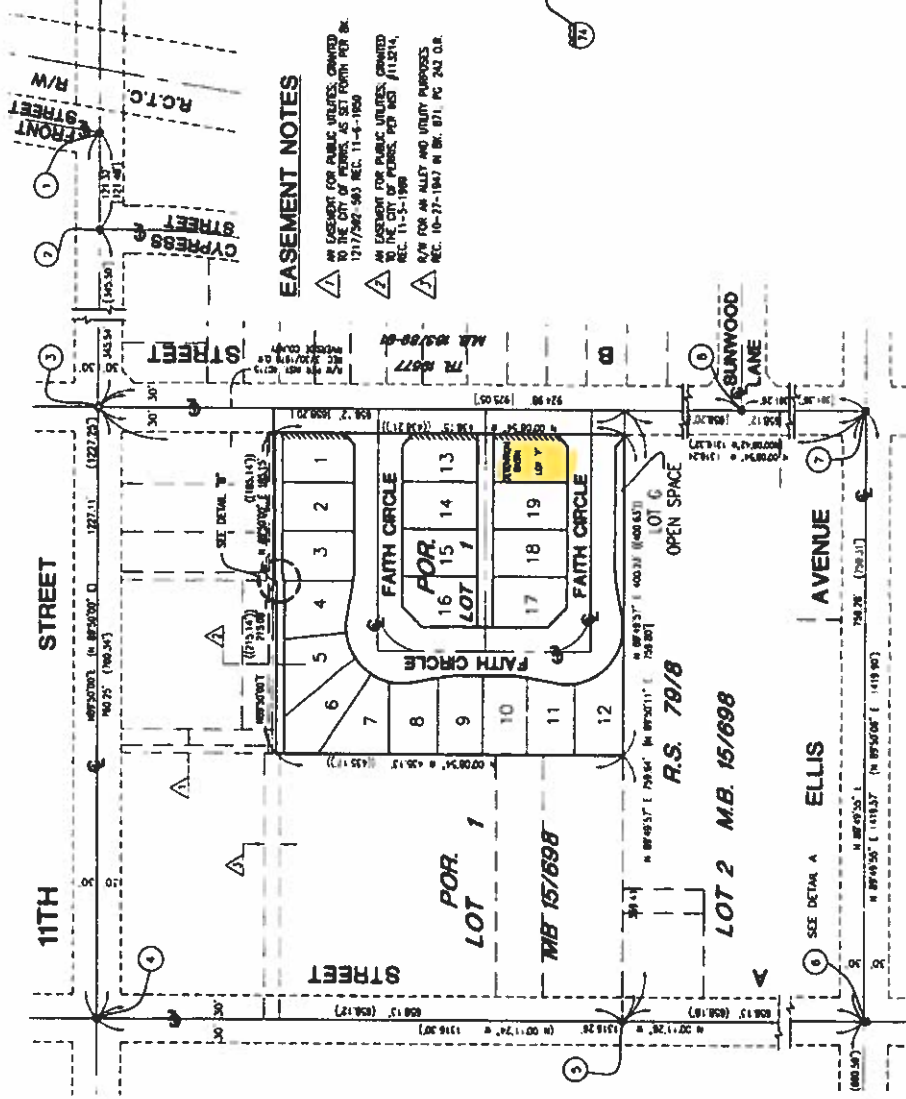


**DETAIL 'B'**  
NOT TO SCALE

**MONUMENT NOTES**

- 1) 1\"/>
- 2) 1\"/>
- 3) SEARCHED, FOUND NOTHING. SET 1\"/>
- 4) 1\"/>
- 5) 1\"/>
- 6) 1\"/>
- 7) 1\"/>
- 8) 1\"/>
- 9) 1\"/>

**PROCEDURE OF SURVEY**



**EASEMENT NOTES**

- ▲ EASEMENT FOR PUBLIC UTILITIES, GRANTED BY PEROU'S MAP, REC. 11-4-1984.
- ▲ EASEMENT FOR PUBLIC UTILITIES, GRANTED BY PEROU'S MAP, REC. 11-4-1984.
- ▲ EASEMENT FOR AN ALLEY AND UTILITY PURPOSES, REC. 10-27-1947 IN BK. B1, PG. 242 O.R.

**ENGINEER'S NOTES**

1. THE BRASS OF BEARINGS FOR THIS MAP IS THE CORNER OF 11TH STREET PER R.S. 96/11, SHOWN AS NORTH 89° 57' 00\"/>
- 2. INDICATES FOUND MONUMENT AS NOTED IN MONUMENT DESCRIPTION.
- 3. INDICATES SET 1\"/>
- 4. THIS TRACT MAP CONTAINS 4.3 ACRES GROSS.
- 5. ( ) INDICATES RECORDED DATA PER R.S. 96/11.
- 6. ( ) INDICATES RECORDED DATA PER M.B. 183/89-91.
- 7. ( ) INDICATES RECORDED DATA PER R.S. 79/8.
- 8. ( ) INDICATES RECORDED DATA PER M.B. NO. 0811008 REC. 8-5-2004 O.R.
- 9. A WALL AND THE STAMPED R.C.C. 28159 WILL BE SET FLUSH AT TOP OF CURB AT PROLONGATION OF SIDE OF LOT 12. SEE E.C.'S AND CURB RETURN ON THE PROJECTIONS ON A MARK TO THE PROPERTY LINE CURVE, UNLESS OTHERWISE INDICATED.
- 10. A 1\"/>
- 11. 1\"/>
- 12. 1\"/>



2007-033144/  
ORIGINAL

SHEET 3 OF 3 SHEETS

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

# TRACT MAP NO. 32769

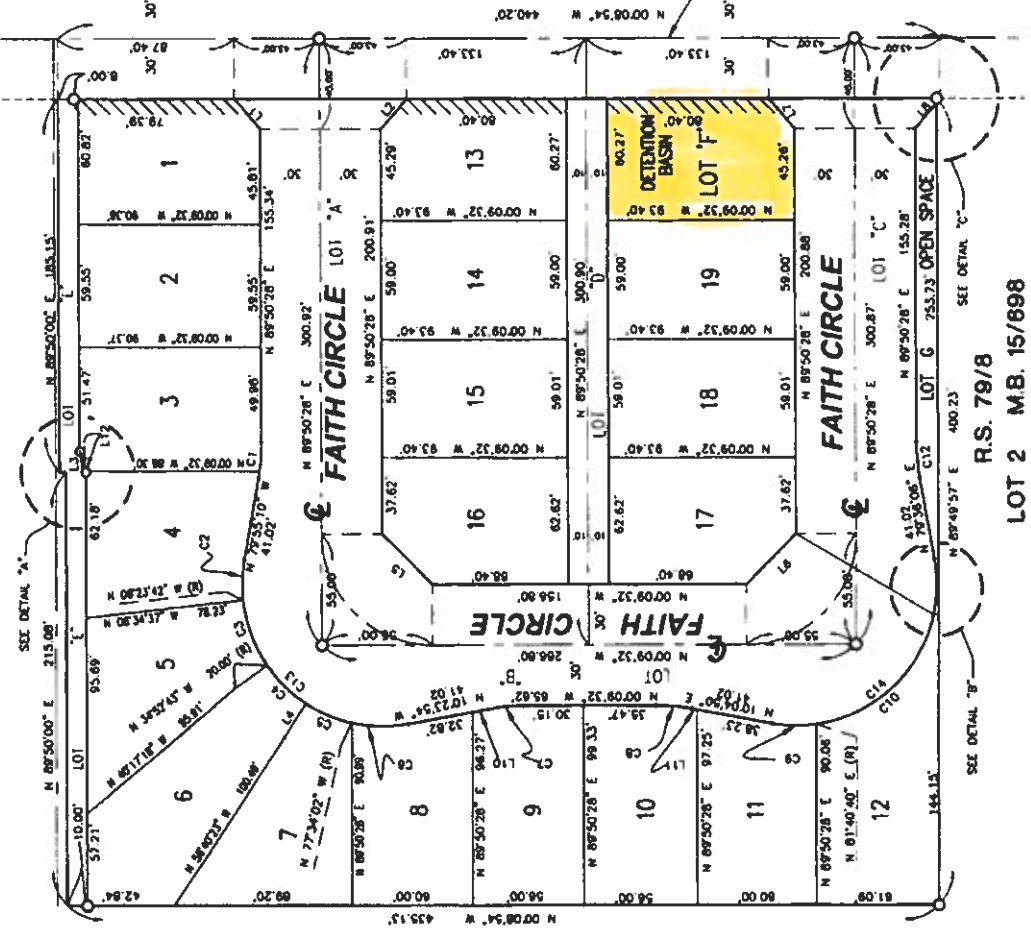
BEING A SUBDIVISION OF LOT 1 OF PEROU'S SUBDIVISION, AS SHOWN BY MAP ON FILE IN BOOK 15 PAGE 698 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA LOCATED IN SECTION 31, T. 4 S., R. 3 W., S.B.M.

Cozad and Fox, Inc. June 2005

SEE SHEET 2 OF 3  
FOR ENGINEER'S NOTES  
& EASEMENT NOTES

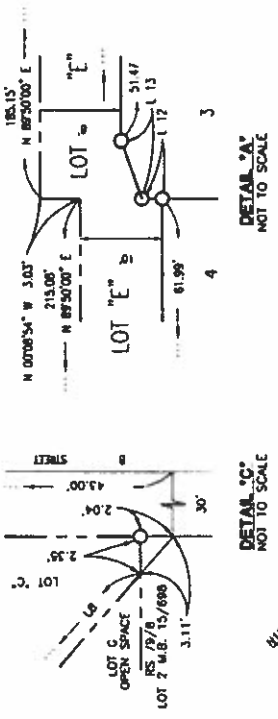
LINE	LENGTH	BEARING
L1	18.85	N85°50'00" E
L2	18.85	N85°50'00" E
L3	10.30	N85°50'00" E
L4	35.16	N85°50'00" E
L5	35.16	N85°50'00" E
L6	35.16	N85°50'00" E
L7	18.85	N85°50'00" E
L8	2.69	N00°00'00" W
L9	2.69	N00°00'00" W
L10	8.71	N00°00'00" W
L11	2.89	N00°00'00" W
L12	1.48	N00°00'00" W

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	181.52°	12.87	100.00'	8.86'
C2	152.80°	18.80	70.00'	8.81'
C3	292.11°	36.07	70.00'	18.57'
C4	271.54°	27.77	70.00'	13.70'
C5	202.52°	24.83	70.00'	12.60'
C6	224.52°	27.89	70.00'	14.17'
C7	181.52°	12.87	100.00'	8.86'
C8	167.10°	22.45	70.00'	11.34'
C9	161.53°	24.84	70.00'	12.56'
C10	272.74°	27.85	70.00'	14.11'
C11	107.42°	17.87	100.00'	8.86'
C12	110.28°	18.80	70.00'	10.00'
C13	110.28°	18.80	70.00'	10.00'



TR. 18577  
M.B. 183/89-91

B STREET



DETAIL 'A'  
NOT TO SCALE

DETAIL 'B'  
NOT TO SCALE



FOR LOT 1 M.B. 16/698

R.S. 79/8  
LOT 2 M.B. 15/698

**Exhibit "B"**

**Legal Description**

Lot F in Tract 32769, recorded in Maps 422, page 15.

**Exhibit "C"**

**Certificate of Acceptance**

[on following page]

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
City Clerk, City Hall  
101 N. "D" Street  
Perris, CA 92570

FREE RECORDING: This instrument is  
for the benefit of the City of Perris  
and is entitled to be recorded  
without fee. (Gov. Code § 27383)

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**CERTIFICATE OF ACCEPTANCE**

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication of "Lot F", Assessor's Parcel Number 313-230-055, in Tract Map No. 32769 recorded in the Official Records of the Recorder of the County of Riverside, California, on May 22, 2007 as Instrument No. 0337941, executed by RR Thomas Development, Inc., a California corporation, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021

CITY OF PERRIS, a California  
municipal corporation

By: \_\_\_\_\_  
City Manager

ATTEST:

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

APPROVED AS TO FORM:

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



10.F.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Consideration to continue Tele/Video-Conference Meetings During COVID-19 State of Emergency pursuant to the provisions of AB 361.

**REQUESTED ACTION:** That the City Council Adopt Resolution Number (next in order) Making Findings Pursuant to Assembly Bill 361 that the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Perris for the Period beginning November 9, 2021 through December 9, 2021

**CONTACT:** Saida Amozgar, Director of Development Services

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#### **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.

On October 12, 2021, the City Council adopted Resolution Number 5863, finding the existence of the criteria necessary to rely on the special teleconferencing provisions provided by AB 361, including the existence of a proclaimed State of Emergency and that local officials have imposed or recommended measures to promote social distancing.

By adopting this resolution, the City Council has considered the circumstances of the proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

The Proposed Resolution Number (next in order) will remain in effect for a period of 30 days, November 9, 2021 through December 9, 2021. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

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**BUDGET (or FISCAL) IMPACT:** There is no impact to the budget for this item.

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Prepared by: Judy L. Haughney, Assistant City Clerk

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
Assistant City Manager \_\_\_\_\_  
Deputy City Manager SP

Attachments: 1. Resolution Number (next in order)

Consent: X  
Public Hearing:  
Business Item:  
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, MAKING FINDINGS THAT PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF PERRIS FOR THE PERIOD BEGINNING NOVEMBER 9, 2021 AND ENDING DECEMBER 9, 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 previously adopted Resolution Number 5863 on October 12, 2021, finding that the requisite conditions exist for the legislative bodies of the City to conduct remote teleconference meetings without compliance with Government Code section 54953(b)(3); and

**WHEREAS**, as a condition of extending the use of the remote teleconference meeting procedures provided in Government Code section 54953(e), the City Council must reconsider the circumstances of the state of emergency, and as of the date of this Resolution, the City Council has done so; and

**WHEREAS**, a state of emergency persists, as initially identified and described by the Governor in the proclamation of the existence of a state of emergency for the State of California issued as a result of the threat of COVID-19;

**WHEREAS**, 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 thereby reaffirms, reauthorizes, and continues the existence of a local emergency and re-ratifies 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 re-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. Circumstances of Proclaimed State of Emergency.** The City Council has hereby reconsidered the circumstances of the Proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person and state or local officials continue to impose or recommend measures to promote social distancing.

**Section 5. 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 6. Effective Date of Resolution.** This Resolution shall take effect on November 9, 2021 and shall be effective until the earlier of (i) December 9, 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 9<sup>th</sup> day of November, 2021.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, 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:

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City Clerk, Nancy Salazar



10.G.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:**

November 9, 2021

**SUBJECT:**

A Resolution of the City Council of the City of Perris, County of Riverside, State of California, approving the Tentative Agreement for and the Successor Memorandum Of Understanding Between The City Of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union (MOU), approving the same benefits under applicable provisions of the MOU for non-represented Confidential Employees, and approving, adopting, and implementing the 2021-2022 City Of Perris Salary Range Placement Schedule (Non-Management Only)

A Resolution of the City Council of the City of Perris, County of Riverside, State of California, amending and restating the previously adopted "City of Perris Schedule of Salary and Benefits for Management Employees" and making certain benefits applicable to the City Manager; and approving, adopting, and implementing the 2021-2022 City of Perris Salary Range Placement Schedule (Management Only)

**REQUESTED ACTION:**

**To Adopt the Resolution Number (next in order)** approving the Tentative Agreement for and successor Memorandum of Understanding between the City of Perris and Local 911 of the California Teamsters (MOU), approving the same benefits under applicable provisions of the MOU for non-represented Confidential Employees, and approving, adopting, and implementing the 2021-2022 City of Perris Salary Range Placement Schedule (Non-Management Only), and **to adopt the Resolution Number (next in order)** amending and restating the previously adopted "City of Perris Schedule of Salary and Benefits for Management Employees" and making certain benefits applicable to the City Manager, and approving, adopting and implementing the 2021-2022 City of Perris Salary Range Placement Schedule (Management Only).

**CONTACT:**

Clara Miramontes, City Manager

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## **BACKGROUND/DISCUSSION:**

The current Memorandum of Understanding (“MOU”) between the City of Perris and Local 911 of the California Teamsters (“Union”) expired by its own terms on June 30, 2021. Under the Myers-Milias-Brown Act (“MMBA”) (Gov’t Code Sections 3500-3511), the City is required to participate in labor discussions with the Union to negotiate matters within the scope of representation. The Municipal Employee Relations Representative (“MERR”) and her designated representatives of the City and the Union’s representatives have met and conferred in good faith on the wages, hours, terms and conditions of employment reaching a mutual Tentative Agreement (TA) and a successor MOU. The proposed resolution to approve the TA and successor MOU is attached as “Attachment 1” and incorporates the agreed upon TA deal points and the successor MOU and constitutes a joint recommendation by the MERR and the Union and is herewith presented for determination and approval by the City Council. Any employees designated as Confidential are required to receive the same contract wages and benefits as provided to Union represented employees per the express terms of the MOU.

Wages and benefits for management employees are established in the City of Perris Schedule of Salary and Benefits – Management Employees (“Schedule”), as amended from time to time, and as approved through Resolution Number 5721 and made effective July 1, 2020 through June 30, 2021 or until amended. The subject Schedule provides for certain benefits that apply only to designated Management employees (“Affected Employees”) and includes the City Manager as applicable. The Schedule includes several similar provisions as contained in the MOU as baseline standards that apply equally to both Union employees and designated Management employees. During this year’s Union negotiations, certain of these similar and/or common provisions have been amended in the proposed successor MOU, as summarized below. Accordingly, the proposed Resolution amends the Management employees’ benefits, and the City Manager benefits, to bring them in line with the applicable successor MOU benefits as reflected in the amended Schedule attached as “Attachment 2.”

### **A summary of the TA and Successor MOU negotiated chief provisions is as follows:**

#### **Term:**

The successor MOU shall be for a one (1) year term covering the period from July 1, 2021 through June 30, 2022, but the changes effectuated as soon as practicable and/or as stated in the agreed upon provisions listed below, respectively.

#### **Salary and Wage Increases:**

Teamsters will receive a salary increase of 4.5%, effective retroactively to July 11, 2021.

#### **Non-Paid Lunch and Telework:**

Each department shall implement an uninterrupted non-paid thirty (30) minute meal period and/or up to an (1) one hour meal period as long as City operations are not disrupted, and City counter services are maintained during the City’s hours of operation of 8:00 a.m. to 6:00 p.m. Further, the City and the Union shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to confer over the option to telework at least one (1) day per work week with an alternative work schedule or traditional work schedule.

**Educational Incentive Pay and Certification Incentive Pay:**

The Educational Incentive Pay is amended to allow any bargaining unit employee who holds a verified Master degree from an Accredited University, who's current position's classification specification does not require a Master degree as a minimum qualification, to be eligible to receive a seven (7%) percent educational incentive pay to his/her base salary hourly rate; except if currently receiving a 5% education incentive pay for a bachelor degree, in which case employee would receive an additional two (2%) percent incentive pay for a Master degree. Also, any bargaining unit employee who holds a Doctorate degree from an Accredited University will be eligible to receive a two (2%) percent educational incentive pay increase to their base salary hourly rate. The maximum cumulative educational incentive pay for Bachelor, Master and Doctorate degrees shall not exceed nine (9%) percent. Certification Incentive Pay of two (2%) percent of base salary is available for any eligible bargaining unit employee who holds a City approved professional certification, up to a maximum of two (2) completed professional certifications, effective retroactive to July 11, 2021. Bargaining unit employees currently receiving Educational Incentive Pays for formal degrees (Bachelor, Master, and Doctorate degrees) shall not be eligible for the Certification Incentive Pay.

**Life Insurance and Flexible Savings Account (FSA):**

A life insurance policy of \$50,000 shall be provided to each employee effective as soon as practicable after City Council adoption of the successor MOU. Further, the City has agreed to provide a pre-tax Flexible Spending Account (FSA) for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable.

**Standby Pay:**

The existing Standby Pay provision is amended to calculate the stand-by pay at two times the hourly rate of pay for each day the employee is on stand-by, and any stand-by hours worked on a recognized holiday shall be paid at two times the hourly rate of pay for each hour worked, effective retroactively to July 11, 2021.

**Vacation Leave Accrual Rate:**

Vacation Leave accrual, as stated in Article 18.3 of the current MOU, is increased from 240 hours to 300 hours through and including completion of five (5) full years of service and from 360 hours to 420 hours commencing with the six (6) full years of City employment, effective retroactive to July 11, 2021. The City will allow cash out of up to eighty (80) hours of vacation while maintaining one hundred (100) hours in the bank.

**Sick Leave Accrual Rate and Cash Out:**

Sick Leave accrual, as stated in Article 19.2 and 19.3 of the current MOU, will increase from 280 hours to 340 hours, effective retroactively to July 11, 2021. In order to be eligible to convert a portion of accumulated sick leave to cash, an employee must have a minimum of one-hundred sixty hours (160) of sick leave accumulated within the employee's account balance prior to any distribution being made.

**Call Back Pay:**

The existing Call Back Pay provision is amended to provide a minimum of four (4) hour's work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job, for a non-standby unit employee who is called back to duty on a recognized City holiday, effective retroactively to July 11, 2021.

**Community Services Class Series:**

The City and the Union shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to confer over the class series within Community Services.

**Union Steward Representation:**

One Union steward representative is allowed to attend any Emergency Operations Center (EOC) meeting effective after City Council adoption of the successor MOU.

Staff respectfully recommends that the City Council adopt the two proposed Resolutions, one approving the Tentative Agreement and the successor 2021-2022 Memorandum of Understanding between the City of Perris and Local 911 of the California Teamsters, which also approves the same level of benefits under applicable provisions for non-representative Confidential employees, as well as approving the 2021-2022 Salary Range Placement Schedule for non-management employees; and the second Resolution amending the Schedule of Salary Benefits for Management Employees, approving the same level of benefits as provided in the MOU for Management employees and City Manager, and approving the 2021-2022 City of Perris Salary Range Placement Schedule for management employees.

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**BUDGET (or FISCAL) IMPACT:**

The 2021-2022 fiscal impact for the implementation of the successor MOU and amended Schedule is estimated at \$864,940.

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Prepared by: Saida Amozgar, Director of Administrative Services 

**REVIEWED BY:**

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

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

Deputy City Manager 

Attachment 1: Resolution Number (Next in Order) Approving the TA and MOU

Attachment 2: Resolution Number (Next in Order) Amending the Schedule of Salary and Benefits for Management Employees

Consent: November 9, 2021

Public Hearing:

Business Item:

Presentation:

Other:

## Attachment 1

### Resolution Number (Next in Order) Approving the Tentative Agreement for and the Memorandum of Understanding



**RESOLUTION NUMBER (NEXT IN ORDER)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING THE TENTATIVE AGREEMENT FOR AND THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PERRIS AND LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION (MOU), APPROVING THE SAME BENEFITS UNDER APPLICABLE PROVISIONS OF THE MOU FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES, AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2021-2022 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (NON-MANAGEMENT ONLY)**

**WHEREAS**, the City of Perris (“City”) has, and continues to, recognize the California Teamsters Public, Professional And Medical Employees Union, Local 911 (“Union”), as the sole exclusive employee organization for the City’s represented employees, for all matters concerning wages, hours and working conditions; and

**WHEREAS**, the current Memorandum of Understanding between the City and the Union, effective July 1, 2020 through June 30, 2021, expired on June 30, 2021 (“MOU 2020-2021”); and

**WHEREAS**, the Municipal Employee Relations Representative (“MERR”) of the City of Perris (“City”), through her designated representatives, and the Union, through its designated representatives, have successfully met and conferred in good faith on wages, hours and other terms and conditions of employment and reached a Tentative Agreement for a successor MOU and have concurrently negotiated the successor Memorandum of Understanding for the employees represented by the Union; and

**WHEREAS**, as a result of the negotiations, the City and the Union therefore jointly prepared a written Tentative Agreement and a written successor Memorandum of Understanding to become effective for the period commencing July 1, 2021, and terminating at midnight, June 30, 2022 (“MOU 2021-2022”); and

**WHEREAS**, the Tentative Agreement and the successor MOU 2021-2022 constitute joint recommendations of same by the MERR and the Union for City Council consideration; and

**WHEREAS**, Government Code Section 3505.1 provides that if a tentative agreement is reached by the authorized representatives of a public agency and a recognized employee organization, the governing body shall vote to accept or reject the tentative agreement within thirty (30) days of the date it is first considered at a duly noticed public meeting; and

**WHEREAS**, the City Council further desires to approve the same benefits provided by the MOU 2021-2022 for the City’s non-represented Confidential Employees; and

**WHEREAS**, the City contracts with the California Public Employees’ Retirement System (“CalPERS”) to provide retirement benefits for its employees; and

**WHEREAS**, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

**WHEREAS**, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually; and

**WHEREAS**, the City Council now desires to update its publicly available pay schedule to reflect, where applicable, changes provided in the MOU 2021-2022 in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and

**WHEREAS**, the City Council desires to also approve, adopt, and implement the 2021-2022 City of Perris Salary Range Placement Schedule (Non-Management Only) pursuant to the requirements of California Code of Regulations, Title 2, Section 570.5.

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

Section 1. The foregoing recitals are true and correct and are incorporated reference herein.

Section 2. The City Council of the City of Perris does hereby accept, approve and adopt the Tentative Agreement, a copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

Section 3. The City Council of the City of Perris does hereby accept, approve, adopt and implement the MOU 2021-2022 between the City and the Union, a copy of which is attached hereto as Exhibit “B” and by this reference made a part hereof.

Section 3. The City Council of the City of Perris does hereby also accept, approve, adopt and implement the same compensation and benefits changes provided by the MOU 2021-2022 for non-represented Confidential Employees.

Section 4. In accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, the City Council of the City of Perris does hereby approve, adopt, and implement the publicly available 2021-2022 City of Perris Salary Range Placement Schedule (Non-Management Only) (“Schedule”) for represented employees and non-represented Confidential Employees, a copy of said Schedule being

attached hereto as Exhibit "C" and by this reference made a part hereof. The Schedule shall be effective retroactively to July 11, 2021.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED and APPROVED** this 9<sup>th</sup> Day of November 2021

Michael M. Vargas, Mayor

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Attest:

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City Clerk

State of California )  
County of Riverside ) ss  
City of Perris )

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 9<sup>th</sup> day of November 2021, by the following vote.

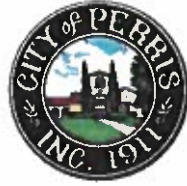
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Nancy Salazar, City Clerk

- Exhibit A – Tentative Agreement
- Exhibit B – Memorandum of Understanding 2021-2022
- Exhibit C – Salary Range Placement Schedule (Non-Management Only) 2021-2022

Exhibit "A"

Tentative Agreement Between City of Perris and Teamsters Local  
911 for a Successor Memorandum of Understanding 2021-2022



**TENTATIVE AGREEMENT BETWEEN CITY OF PERRIS AND  
TEAMSTERS LOCAL 911 FOR A SUCCESSOR MOU 2021-22  
October 27, 2021**

The last Memorandum of Understanding (“MOU”) between the City and Teamster Local 911 (“Union”) expired by its own terms on June 30, 2021. At the Union’s request, the parties met and commenced negotiations on April 15, 2021 and thereafter met on April 20, 2021, May 18, 2021, June 7, 2021, July 19, 2021, August 4, 2021, August 12, 2021 and September 9, 2021, seeking agreement for a successor MOU pursuant to the Meyers-Milias-Brown Act (“MMBA”) (Gov’t Code Sections 3500 - 3511). The following Tentative Agreement for a successor MOU between the City and the Union and its deal terms have been ratified by the Association on October 27, 2021, but remains subject to formal approval/adoption by the City Council per California Government Code Section 3505.1, which provides:

“If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding.”

The deal points for the successor MOU for the Fiscal Year 2021-2022 covering the wages, hours and other terms and conditions of employment of the employees in the bargaining unit represented by the Union are set forth below. All terms and conditions of the prior Teamsters Local 911 MOU 2020-2021 shall be maintained unless expressly modified or changed herein until the successor MOU is jointly prepared by the parties, ratified by the Union and accepted.

**TENTATIVE AGREEMENT DEAL POINTS**

Article No.	Subject	Existing MOU	Changes to MOU
MOU Intro	MOU Term	This MOU shall be for the period commencing July 1, 2020, and terminating at midnight, June 30, 2021; provided, however, that specific sections of this MOU may have later effective dates as specified herein.	This MOU shall be for the period commencing July 1, <u>2021</u> , and terminating at midnight, June 30, <u>2022</u> ; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

9	Call Back Pay	<p>Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. A call-back does not occur when an employee is held over from his/her prior shift or is working continuously prior to his/her regularly scheduled shift. A bargaining unit employee called back to duty shall be credited with a minimum of two (2) hour's work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job. Employee shall be available for call-back within thirty minutes of leaving his/her duty station without incurring an additional two (2) hour minimum pay. Any hours worked in excess of two (2) hours shall be credited on an hour for hour basis as actual time worked.</p>	<p>Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. A call-back does not occur when an employee is held over from his/her prior shift or is working continuously prior to his/her regularly scheduled shift. A bargaining unit employee called back to duty shall be credited with a minimum of two (2) hour's work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job. Effective retroactive to the date of July 11, 2021, <u>a bargaining unit employee called back to duty on a City recognized holiday shall be credited with a minimum of four (4) hours work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job.</u> Employee shall be available for call-back within thirty minutes of leaving <u>their</u> duty station without incurring an additional two <u>or four</u> hour minimum pay, <u>as applicable</u>. Any hours worked in excess of <u>either two or 4 hours, as applicable</u>, shall be credited on an hour for hour basis as actual time worked.</p>
10	Stand-by Time	<p>10.1 Each Department Head shall designate the minimum standards qualifying an individual to perform a "stand-by" function and shall first seek "stand-by" individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for stand by duty, then the Department Head shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. In any situation where a unit</p>	<p>10.1 Each Department Head shall designate the minimum standards qualifying an individual to perform a "stand-by" function and shall first seek "stand-by" individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for stand by duty, then the Department Head shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. In any situation where a unit employee has been in a designated "stand-by" status; <del>for seven (7) consecutive days, then the employee shall receive a total of two hundred dollars (\$200.00), as and</del></p>

	<p>employee has been in a designated “stand-by” status for seven (7) consecutive days, then the employee shall receive a total of two hundred dollars (\$200.00), as and for “stand-by” compensation for that seven (7) consecutive day period.</p> <p>10.2 Any employee designated to serve in a “stand-by” capacity may seek a substitution by another employee, subject to submitting such proposal to the Department Head and subject to Department Head approval of the substitution. The substituting employee shall receive twenty-eight dollars and fifty-seven cents (\$28.57) for each day of stand-by work performed. The person originally designated “stand-by” for seven (7) consecutive days at the rate of two hundred dollars (\$200.00) shall have twenty-eight dollars and fifty-seven cents (\$28.57) deducted from said two hundred dollars (\$200.00) compensation for each day that a substitute performs his/her stand-by duties.</p> <p>10.3 Employees on a “stand-by” status shall be required to carry at all times a City issued cellular phone and shall be able to respond to calls within thirty (30) minutes. The City will allow a fifty (\$50.00) dollar stipend for employees</p>	<p><del>for “stand-by” compensation for that seven (7) consecutive day period the stand-by pay shall be calculated at two (2x) times the hourly rate of pay for each day the employee is on stand-by, and any stand-by hours worked on a recognized holiday shall be paid at two (2x) times the hourly rate of pay for each hour worked effective retroactive to the date of July 11, 2021.</del></p> <p>10.2 Any employee designated to serve in a “stand-by” capacity may seek a substitution by another employee, subject to submitting such proposal to the Department Head and subject to Department Head approval of the substitution. <del>The substituting employee shall receive twenty-eight dollars and fifty-seven cents (\$28.57) for each day of stand by work performed. The person originally designated “stand by” for seven (7) consecutive days at the rate of two hundred dollars (\$200.00) shall have twenty-eight dollars and fifty-seven cents (\$28.57) deducted from said two hundred dollars (\$200.00) compensation for each day that a substitute performs his/her stand by duties.</del></p> <p>10.3 Employees on a “stand-by” status shall be required to carry at all times a City issued cellular phone and shall be able to respond to calls within thirty (30) minutes. <del>The City will allow a fifty (\$50.00) dollar stipend for employees who are assigned stand-by duty on a City recognized holiday.</del></p>
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		who are assigned stand-by duty on a City recognized holiday. The employee is paid the holiday stipend even if the holiday falls during the seven (7)-day work period defined in this Article.	<del>The employee is paid the holiday stipend even if the holiday falls during the seven (7)-day work period defined in this Article.</del>
11	Cost Of Living Adjustments, Wage Increases & Salary Survey	The City shall increase salaries of employees covered by this MOU by two (2%), effective retroactive to the first full payroll after July 1, 2020. In addition, eligible employees shall receive step increases during the term of this MOU in accordance with the provisions of Personnel Rule 6.05.	The City shall increase salaries of employees covered by this MOU by a <u>four and a half percent (4.5%) Cost of Living Adjustment (COLA) effective retroactive to the date of July 11, 2021.</u> In addition, eligible employees shall receive step increases during the term of this MOU in accordance with the provisions of Personnel Rule 6.05.
15	Education Incentive Pay	15.2 Any bargaining unit employee who holds a verified Master degree from an Accredited University, who's current position's classification specification does not require a Master degree as a minimum qualification, will be eligible to receive a two (2%) percent educational incentive pay to his/her base salary hourly rate.	15.2 Any bargaining unit employee who holds a verified Master degree from an Accredited University, who's current position's classification specification does not require a Master degree as a minimum qualification, will be eligible to receive a seven (7%) percent educational incentive pay to his/her base salary hourly rate; except if currently receiving a 5% education incentive pay for a bachelor degree, in which case employee would receive an additional two (2%) percent incentive pay for a Master degree.  15.3 Any bargaining unit employee who holds a verified Doctorate degree from an Accredited University will be eligible to receive a two (2%) percent educational incentive pay to their base salary hourly rate.  15.4 The maximum cumulative Educational Incentive Pay for Bachelor, Master and Doctorate degrees shall not exceed nine (9%) percent.



			<p>15.5 Effective retroactive to the date of July 11, 2021, any bargaining unit employee who holds a City approved professional certification will be eligible to receive Certification Incentive Pay of two (2%) percent per completed professional certification to their base salary hourly rate, up to a maximum of two (2) completed professional certifications, and a total maximum of four (4%) percent Certification Incentive Pay. The following City approved certifications are eligible for the Certification Incentive Pay: Playground Certificate(s), including Certified Playground Safety Inspector (CPSI), and Playground Safety Inspector Course; Certified Stormwater Inspector (CSI); and Irrigation Certificate(s), including Certified Irrigation Technician, and Certified Landscape Irrigation Auditor.</p> <p>15.6 Bargaining unit employees are entitled to receive either Education Incentive Pay or Certification Incentive Pay, but never both during the same period of time.</p>
18	Vacation Hours	<p>18.3 It is the policy of the City that employees shall utilize all of their accumulated vacation on an annual basis in order to promote a safe and healthful working environment. However, upon request, the employee shall be allowed at his/her discretion to accumulate a total of two hundred and forty (240) vacation hours through and including completion of five (5) full years of consecutive City employment.</p>	<p>18.3 It is the policy of the City that employees shall utilize all of their accumulated vacation on an annual basis in order to promote a safe and healthful working environment. However, upon request, the employee shall be allowed at his/her discretion to accumulate a total of <del>two hundred and forty (240)</del> <u>three hundred (300)</u> vacation hours through and including completion of five (5) full years of consecutive City employment. Commencing with the sixth year of consecutive City employment, an employee shall be allowed to accumulate <del>three hundred and sixty</del></p>

		Commencing with the sixth year of consecutive City employment, an employee shall be allowed to accumulate three hundred and sixty (360) hours of vacation leave.	<p><del>(360)</del> <u>four hundred twenty (420)</u> hours of vacation leave.</p> <p>18.4 <u>By no later than December 15 of any calendar year, an employee wishing to convert a portion of accumulated vacation leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated vacation leave to cash, an employee must maintain one-hundred (100) hours of vacation leave within the employee's account balance after any distribution has been made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours and shall be paid in the following February.</u></p>
19	Sick-Related Leave	<p>19.2 All full time unit members shall accrue sick leave at the rate of eight (8) hours per month of paid service, to a maximum limit of two-hundred and eighty (280) accumulated hours. Employees shall not accrue leave in excess of the maximum.</p> <p>19.3 By no later than November 15 of any calendar year, an employee wishing to convert a portion of accumulated sick leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated sick leave to cash, an employee must have a minimum of two hundred hours (200) of sick leave accumulated within the</p>	<p>19.2 All full time unit members shall accrue sick leave at the rate of eight (8) hours per month of paid service, to a maximum limit of <del>two-hundred and eighty (280)</del> <u>three hundred forty (340)</u> accumulated hours. Employees shall not accrue leave in excess of the maximum.</p> <p>19.3 By no later than <del>November</del> <u>December</u> 15 of any calendar year, an employee wishing to convert a portion of accumulated sick leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated sick leave to cash, an employee must have a minimum of <del>two hundred hours (200)</del> <u>one hundred sixty (160) hours</u> of sick leave accumulated within the employee's account balance prior to any distribution being made. Said</p>

		employee's account balance prior to any distribution being made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours.	employee shall be entitled to request a cash distribution up to eighty (80) hours <u>and shall be paid in the following February.</u>
23	Rest and Meal Periods	23.2 Employees regularly assigned to perform duties at work sites outside of a principal office shall be permitted an uninterrupted unpaid thirty (30) minute meal period.	23.2 <u>Each department may implement a non-paid thirty (30) minute lunch and/or up to one (1) hour lunch, as long as City operations are not disrupted and City counters are covered during the City's hours of operations, currently 8:00 am – 6:00 pm.</u> Employees regularly assigned to perform duties at work sites outside of a principal office shall be permitted an uninterrupted unpaid thirty (30) minute meal period.
31	Fringe Benefits	New life insurance and FSA plans.	31.5 <u>The City shall provide a life insurance policy of \$50,000 to each employee effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.</u>  31.6 <u>The City shall provide a pre-tax Flexible Spending Account (FSA) for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.</u>
33	Retirement Benefits/Golden Handshake	33.6 <b>Golden Handshake.</b> The City shall provide the CalPERS retirement benefit of a Golden Handshake for eligible employees. Pursuant to Government Code Section 20903 (Two Years Additional Service Credit) for local miscellaneous members of California Public Employees' Retirement System (CalPERS), also known as "Golden Handshake," the	Parties agree to delete 33.6 Golden Handshake provision in its entirety.

		City shall process qualification requirement submission procedures, and if approved to grant the Golden Handshake retirement benefit to eligible employees who retire during the prescribed period.	
38	Stewards	New. Insert as 38.7 and renumber existing 38.7 to 38.8.	38.7 One steward representative shall be allowed to attend any Emergency Operations Center (EOC) meeting effective after City Council adoption of the successor MOU.
43 (formerly 42)	Reopeners	Added subsections.	<p>c. <u>City and Union labor representatives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the option to telework at least one (1) day per work week with an alternative work schedule or traditional work schedule.</u></p> <p>d. <u>City and Union labor representatives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the class series within Community Services.</u></p>

END

This Tentative Agreement shall be effective only upon adoption by the City Council of the City of Perris. Subject to the foregoing, this Tentative Agreement is hereby executed by the authorized representatives of the City and the Association.

City of Perris



Clara Miramontes, City Manager

Teamsters Local 911



Gregorio Daniel, Business Representative

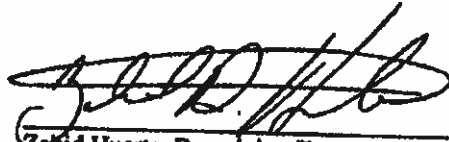


**Saida Amozgar, Director of  
Administrative Services**

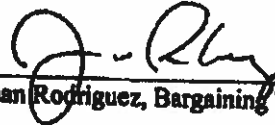
**Ernie Reyna, Deput City Manager**




**Colin Tanner, Deputy City Attorney**



**Zafid Huerta, Bargaining Team Member**



**Juan Rodriguez, Bargaining Team Member**



**Claudia Hurtado, Bargaining Team Member**



**Christina Avila, Bargaining Team Member**

**Exhibit “B”**

**Memorandum of Understanding**  
**Effective July 1, 2021 and terminating at midnight, June 30, 2022**

# CITY OF PERRIS

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF PERRIS AND  
LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC,  
PROFESSIONAL AND MEDICAL EMPLOYEES UNION  
JULY 1, 2021 – JUNE 30, 2022**



## TABLE OF CONTENTS

	<u>Page</u>
1.0 RECOGNITION .....	1
2.0 DUES DEDUCTION.....	2
3.0 NO STRIKE.....	3
4.0 NON-DISCRIMINATION .....	5
5.0 MANAGEMENT RIGHTS .....	5
6.0 HOURS OF WORK.....	8
7.0 OVERTIME.....	9
8.0 COMPENSATORY TIME OFF.....	10
9.0 CALL BACK PAY .....	11
10.0 STAND-BY TIME.....	12
11.0 COST OF LIVING ADJUSTMENTS, WAGE INCREASES & SALARY SURVEY.....	13
12.0 BILINGUAL COMPENSATION .....	13
13.0 ACTING CLASSIFICATION PAY .....	14
14.0 COMMUNITY SERVICE WORKER SUPERVISION PAY .....	14
15.0 EDUCATIONAL INCENTIVE PAY.....	14
16.0 LONGEVITY PAY .....	16
17.0 HOLIDAYS .....	16
18.0 VACATION LEAVE.....	17
19.0 SICK-RELATED LEAVE.....	20
20.0 LAYOFFS.....	21
21.0 PROMOTIONAL OPPORTUNITIES .....	22
22.0 NON-PROMOTIONAL PROBATIONARY PERIOD.....	22
23.0 REST AND MEAL PERIODS .....	22
24.0 SAFETY AND HEALTH PROVISIONS .....	23
25.0 SAFETY COMMITTEE.....	24
26.0 UNIFORMS .....	24
27.0 BONDING .....	26
28.0 PAY DAY AND PARKING .....	26
29.0 TRAINING SCHOOL FEES .....	26
30.0 EDUCATIONAL REIMBURSEMENT.....	27



31.0 FRINGE BENEFITS .....27

32.0 STATE DISABILITY INSURANCE.....29

33.0 RETIREMENT BENEFITS.....29

34.0 TRANSFERS.....32

35.0 DISCIPLINE POLICY AND PROCEDURE.....34

36.0 GRIEVANCE POLICY AND PROCEDURE.....50

37.0 UNION BUSINESS & NEW EMPLOYEE ORIENTATION .....54

38.0 STEWARDS .....55

39.0 POSTING NOTICES.....56

40.0 GENDER REFERENCES .....57

41.0 SAVINGS CLAUSE.....57

42.0 REOPENERS.....57

43.0 CITY COUNCIL APPROVAL .....58

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PERRIS AND  
LOCAL 911 OF THE CALIFORNIA TEAMSTERS PUBLIC, PROFESSIONAL AND  
MEDICAL EMPLOYEES UNION**

**JULY 1, 2021 – JUNE 30, 2022**

The Municipal Employee Relations Representative (“MERR”) of the City of Perris (“City”) and/or his designated representatives, and the California Teamsters Public, Professional And Medical Employees Union, Local 911 (“Union”) have met and conferred in good faith on wages, hours and other terms and conditions of employment for the employees represented by the Union and have reached agreements which are set forth in this Memorandum of Understanding (“MOU”). This MOU constitutes a joint recommendation by the MERR and the Union to be submitted to the City Council for its determination and approval. This MOU shall be for the period commencing July 1, 2021, and terminating at midnight, June 30, 2022; provided, however, that specific sections of this MOU may have later effective dates as specified herein.

**1.0 RECOGNITION**

1.1 Pursuant to the provisions of the Meyers-Milias-Brown Act, Government Code section 3500 et seq. and to the City’s Employer-Employee Resolution No. 803 drawn in conformity therewith, the City recognizes the Union as the recognized majority representative for that bargaining unit defined and described as wall-to-wall, non-exempt white and blue collar employees, including part-time employees, as more fully detailed in the Attachment “A” hereto comprising the City of Perris Employee Roster designating all current budgeted positions as Union (“T”), Confidential (“C”), Supervisory (“S), Management (“M), Mid-Management (“MM”) or Executive Management (“EM”). All part-time benefits shall be determined in

accordance with applicable federal and state law. Part-time bargaining unit employees are entitled to some but not all benefits included in the MOU. Certain benefits, including deferred compensation, educational reimbursement, educational incentive pay(s), shall not be offered to part-time employees.

1.2 The Union represented bargaining unit does not and shall not include temporary employees, supervisory employees, management employees, employees in the City Manager's office, the City Clerk's office, the Human Resources office, and/or any positions designated as confidential. In the event a position formerly in the bargaining unit is designated confidential, the employee holding that position will receive an additional five (5%) percent annual wage compensation and receive all economic benefits provided under the terms of this MOU for the duration of the term of the MOU or the employee's confidential designation, whichever is shorter.

## **2.0 DUES DEDUCTION**

2.1 The Union requests that the City deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the Union, from the wages and salaries of members of the Union. The Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. The City shall deduct from the first paycheck of each month and remit to the Union for the duration of this MOU not later than approximately the 20th of the month all such monies that employees individually and voluntarily authorized in writing, such authorizations to comply with appropriate laws and regulations. Any changes in the Majority Representative

Employee Organization dues must be given to the City a minimum of thirty (30) days prior to change to accommodate changes to payroll.

2.2 The Union agrees to indemnify and hold the City harmless against any and all suits, claims, demands and liabilities that may arise out of or by reason of any action that shall be taken by the City for the purpose of complying with this Article.

2.3 The Union is required to keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the Union, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the federal Labor-Management Disclosure Act of 1959 (29 U.S.C. Sec. 401 et seq.) covering employees governed by the MMBA, or required to file financial reports under Government Code Section 3546.5 thereof, may satisfy the financial reporting requirement of this section by providing the City with a copy of the financial reports.

### **3.0 NO STRIKE**

3.1 The Union, its officers, agents, representatives and/or members agree that during the term of this MOU that they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. Strike means and/or includes the concerted stoppage of work, the concerted submission of resignations, the concerted use of sick leave, boycotting, or disruptively demonstrating by any employee or employee group, or the concerted absence in whole or in part from the full, faithful and proper performance of the duties of employment with the City for any purpose of inducing, including,

influencing, condoning, or coercing a change in the terms and conditions of employment, or the rights, privileges or obligations of public employment or participate in any manner in any course of conduct which adversely affects the services to the City.

3.2 The Union and its members agree that a violation of Paragraph 3.1 by any employee shall constitute just cause for discipline of that employee. Accordingly, any disciplinary action taken by the City against such employees shall not be construed as a violation by the City of any provisions of this MOU. It is understood that the Union shall have recourse to the Grievance Procedure with respect to such discipline or discharge, limited to the issue of whether the employee did violate the provisions of this section.

3.3 In the event of conduct described in Paragraph 3.1 being undertaken, the Secretary-Treasurer of the Union shall within twenty-four (24) hours publicly disallow such conduct and instruct the employees to immediately cease such activity. Such instruction shall be in writing with a copy of such written instructions supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of conduct described in Paragraph 3.1 above as to the measures taken to comply with the provisions of this Article.

3.4 In the event that the provisions of this Article are not complied with, such non-compliance shall be considered an unfair labor practice. Notwithstanding the preceding, the City shall have the right to bring suit for damages and/or equitable relief in the courts for breach of this Article against the Union, its officers, agents, representatives or members. Further, if the Union fails to diligently perform all responsibilities contained in this Article, the City may suspend any and all of the rights and privileges accorded the Union under City Resolution and this MOU, including, but not limited to, the suspension of recognition of the Union and the use by the Union of City bulletin boards and facilities.

#### **4.0 NON-DISCRIMINATION**

The City and the Union agree not to discriminate against or harass any applicant, employee or Union member with respect to recruiting, hiring and promotion based upon race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status of any person. All decisions with respect to recruiting, hiring and promotion shall be based upon an individual's qualifications, as related to the requirements of the position being filled. The City and the Union further agree that other personnel matters, including but not limited to, compensation, benefits, transfers, layoffs, recall from layoffs, training, education and social and recreational programs shall be administered without the Union.

#### **5.0 MANAGEMENT RIGHTS**

5.1 The City reserves, retains, and is vested with, solely and exclusively, all rights of management, which have not been expressly abridged by specific provisions of this MOU or by law, to manage the City. The sole and exclusive rights of management, as they are not abridged by this MOU or by law, shall include but not be limited to the following rights:

- a. To manage the City generally and to determine issues of policy;
- b. To determine the existence or nonexistence of facts which are the basis of any management decision;
- c. To determine the merits, necessity or organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine and change the nature, manner, means and technology and extent of services to be provided to the public;

- e. To establish methods of financing;
- f. To establish types of equipment or technology to be used;
- g. To determine and change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;
- h. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City;
- i. To determine the size and composition of the work force and to assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments, and to establish the days and hours when employees shall work;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards for City operations;
- l. To discharge, suspend, demote or otherwise discipline employees for proper cause, subject to employee's appropriate rights of appeal, if applicable;
- m. To determine and/or modify job classifications and to reclassify employees;

- n. To hire, transfer, promote and demote employees for non-disciplinary reasons, in accordance with this MOU and the City's Personnel Rules and Regulations;
- o. To determine policies, procedures and standards pertaining to City operations, and activities and for selection, training and promotion of employees;
- p. To establish employee performance standards, including but not limited to, quality and quantity standards, and to require compliance therewith;
- q. To maintain order and efficiency in its facilities and operations;
- r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
- s. To take any and all necessary action to carry out the mission of the City in emergencies;
- t. To determine the mission of its constituent departments, boards, commissions and committees;
- u. To establish the need and use of personnel information for employees and the means by which the information is to be provided. Employees retain their rights to privacy as provided by law.

5.2 The City retains the right to assign any supervisor to bargaining unit work either: (1) in emergency situations; and (2) for work of less than two (2) hours duration when there are no bargaining unit personnel immediately available or on duty for assignment to that work. Additionally, supervisors may be assigned to limited bargaining unit work for the purpose of



orientation and training. It is agreed that the City shall not use the provisions of Article 5.2 for the purpose of eliminating or transferring work from any employee represented by the Union. The Union recognizes that the City, pursuant to its management prerogatives, must and does have the ability to subcontract work. With exception for declared emergencies, including but not limited to peak overload periods or natural disasters, when the City contracts out services otherwise normally provided by City bargaining unit employees, the City shall endeavor to have the contracting agency retain the services of qualified City employees. In the event that unencumbered/unleased City equipment is utilized by the contractor, a City employee qualified to operate that piece of equipment shall continue to operate that equipment for the contractor, but only if the qualified employee is scheduled to work and is actually working during the hours of operation of the equipment.

5.3 Individual contract employees in classifications represented by the Union (as opposed to firms that contract with the City for provision of services such as landscaping) shall only be utilized on a temporary basis not to exceed a six (6) month period. The above constitutes the full and complete understanding of the parties concerning the matter of contracting of services.

## **6.0 HOURS OF WORK**

6.1 Nothing herein shall be deemed a guarantee of hours or work per day or in a workweek.

6.2 Each employee in the represented bargaining unit shall be assigned to work what is commonly described as the 5/40 work schedule. The parties are mindful that pursuant to the Fair Labor Standards Act (“FLSA”), non-exempt employees such as those represented by the Union, must be paid overtime for work in excess of forty (40) hours in one (1) workweek. A

workweek is defined as a “regularly recurring” period of 168 hours – 7 consecutive 24-hour periods (see 29 CFR Section 778.105), designated by the City as commencing at 12:01 am on Sunday and extending through 11:59 pm the following Saturday.

6.3 At the discretion and authority of the City Manager, the City may implement 4/10 and/or 9/80 alternative work schedules for represented employees. The City shall be authorized to continue current and future schedules staggering employee shifts to provide coverage on all days of the week as necessary and appropriate for City operations by the City Manager, with standard City hours from 8:00 a.m. to 6:00 p.m. Monday through Friday. The City maintains the right to change employee work schedules to include the weekends upon a 21-day calendar notice, when it is feasible in meeting the needs of City operations and when change is in the employee’s long term assignment schedule. Priority for weekend scheduling shall be based on employee seniority.

## **7.0 OVERTIME**

7.1 Pursuant to the FLSA and its enabling regulations, employees are entitled to overtime consideration at one and one-half (1&1/2) times their regular rate of pay for all hours worked in excess of forty (40) in a seven (7) day workweek. All overtime hours must be specifically authorized in advance by the City Manager and/or his designee. Each City department will develop a rotation schedule that is based on the needs of the department operations and employee availability and that which considers seniority within each classification upon distribution of overtime hours. Failure to receive advance authorization to work overtime will result in the overtime being paid but the employee will be subject to discipline for failing to obtain advance authorization.

7.2 Definition of Hours Worked for Overtime Computation Purposes. Utilization of paid leaves of absence including vacation leave, sick leave, holiday leave, and compensatory time off shall count as time worked for purposes of calculating overtime but only when the employee has already actually worked in excess of a minimum thirty (30) hours in the same work week. The following shall not be considered as time worked for purposes of computing entitlement to overtime compensation:

- a. Meal breaks;
- b. Utilization of paid or non-paid leaves of absence (including but not limited to vacation leave, sick leave, holiday leave, leave without pay, compensatory time off) where the employee has not actually worked in excess of a minimum thirty (30) hours, for purposes of calculating overtime;
- c. All travel time to and from the work site when responding to a regularly scheduled shift;
- d. All time in off-duty voluntary training assignments (homework, study time, meal time, sleep, etc.);
- e. All off-duty travel;
- f. All time putting on and taking off uniforms;
- g. All time for personal preparation and clean up; and
- h. Any other time not deemed "hours worked" under the FLSA.

## **8.0 COMPENSATORY TIME OFF**

8.1 Bargaining unit employees shall be provided with the option of receiving earned overtime and cash payments distributed during each pay period, or at the employee's discretion,

the option of designating each overtime hour worked, multiplied by a factor of 1.5 to be credited to a compensatory time off account, in a maximum amount of ninety-six (96) hours, as determined after multiplication of hours by the 1.5 factor. For example, the maximum ninety-six (96) hour account is equivalent to sixty-four (64) hours multiplied by a factor of 1.5. All compensatory time off hours shall be distributed at the close of the first pay period in December, to each affected employee at straight time hourly rate existing at the time of distribution, resulting in a zero (0) compensatory time off balance at the close of such payroll period.

8.2 An employee who has requested in writing that a department head authorize utilization of accumulated compensatory time off shall be permitted to use such time within a reasonable period after making the request unless utilization of such will be unduly disruptive of the operations of the department or City.

#### **9.0 CALL BACK PAY**

Call-back duty occurs when an employee is ordered to return to duty on a non-regularly scheduled work shift. A call-back does not occur when an employee is held over from his/her prior shift or is working continuously prior to his/her regularly scheduled shift. A bargaining unit employee called back to duty shall be credited with a minimum of two (2) hours work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job. Effective retroactive to the date of July 11, 2021, a bargaining unit employee called back to duty on a City recognized holiday shall be credited with a minimum of four (4) hours work commencing upon arrival at the work site and ending thirty (30) minutes after completing the job. Employee shall be available for call-back within thirty minutes of leaving his/her duty station without incurring an additional two or four hour minimum pay, as applicable. Any hours

worked in excess of either two or four hours, as applicable, shall be credited on an hour for hour basis as actual time worked.

#### **10.0 STAND-BY TIME**

10.1 Each Department Head shall designate the minimum standards qualifying an individual to perform a “stand-by” function and shall first seek “stand-by” individuals by means of a voluntary sign up list. If an insufficient number of employees volunteer for stand by duty, then the Department Head shall assign the appropriate number of employees to such status. Such assignment shall be on an equitable rotation basis. In any situation where a unit employee has been in a designated “stand-by” status, the stand-by pay shall be calculated at two times the hourly rate of pay for each day the employee is on stand-by, and any stand-by hours worked on a recognized holiday shall be paid at two times the hourly rate of pay for each hour worked effective retroactive to the date of July 11, 2021.

10.2 Any employee designated to serve in a “stand-by” capacity may seek a substitution by another employee, subject to submitting such proposal to the Department Head and subject to Department Head approval of the substitution.

10.3 Employees on a “stand-by” status shall be required to carry at all times a City issued cellular phone and shall be able to respond to calls within thirty (30) minutes.

10.4 The City and Union shall work together to create a separate City policy addressing Public Works stand-by time and including a window of availability after completing a job within the two (2) hour call out period whereby employees can be asked to return to work without incurring an additional minimum two (2) hours.

## **11.0 COST OF LIVING ADJUSTMENTS, WAGE INCREASES & SALARY SURVEY**

11.1 The City shall increase salaries of employees covered by this MOU by four and one half percent (4.5%), effective retroactive to July 11, 2021. In addition, eligible employees shall receive step increases during the term of this MOU in accordance with the provisions of Personnel Rule 6.05.

## **12.0 BILINGUAL COMPENSATION**

12.1 Upon written designation by the City Manager, bargaining unit employees shall receive additional monthly compensation after providing the City with evidence deemed appropriate by the City of ability to provide competent oral and/or written translation services in the following language: (1) Spanish.

12.2 An employee demonstrating oral bilingual competency through means of City examination in the language(s) identified in Paragraph 13.1 shall receive an additional one hundred (\$100.00) dollars per month in compensation. An employee demonstrating both oral and written bilingual competency through means of City examination in the language(s) identified in Paragraph 13.1 shall receive a total of one hundred twenty-five (\$125.00) dollars per month. No compensation shall be provided where written translation alone is demonstrated.

12.3 Bilingual compensation shall be available to those employees whose duties include enforcement, public counter or reception responsibilities.

12.4 Requests for bilingual compensation shall be considered and approved at the discretion of the City Manager. Approvals shall be commensurate with the needs of the respective City Department.

12.5 Any employee receiving this bilingual compensation shall perform those bilingual related translation duties as required by any City supervisor. Should an employee receiving this

bilingual compensation fail to perform those bilingual related translation duties as required by any City supervisor, then the employee is subject not only to disciplinary action as that term is defined in the Personnel Rules and Regulations, but said employee shall also be subject to punitive action consisting of elimination of his/her bilingual compensation pay.

12.6 Additionally, the City reserves its right to require that any employee, deemed by it as being capable of providing oral and/or written translation of any particular language, to provide such services without pay of the bilingual compensation described herein, even if the individual is not receiving bilingual compensation pursuant to this Article.

### **13.0 ACTING CLASSIFICATION PAY**

Any bargaining unit employee who is temporarily assigned to and does work in a higher salary range classification for thirty (30) or more working days, shall retroactively receive from the first day of such work a five (5%) percent increase or the first step of the higher range, whichever is greater. Said increase shall exist until the employee is removed from said acting position.

### **14.0 COMMUNITY SERVICE WORKER SUPERVISION PAY**

Bargaining unit employees who are assigned primary responsibility for more than thirty (30) calendar days for supervising community service workers shall receive the five (5%) differential pay retroactive to the first day during the duration of the assignment of such workers to the employee's supervision.

### **15.0 EDUCATIONAL INCENTIVE PAY**

15.1 Any full-time bargaining unit employee who holds a verified Bachelor degree from an Accredited University, who's current position's classification specification does not

require a Bachelor's degree as a minimum qualification, will be eligible to receive a five (5%) percent educational incentive pay to his/her base salary hourly rate.

15.2 Any full-time bargaining unit employee who holds a verified Master degree from an Accredited University, who's current position's classification specification does not require a Master degree as a minimum qualification, will be eligible to receive a seven (7%) percent educational incentive pay to his/her base salary hourly rate; except if currently receiving a 5% education incentive pay for a bachelor degree, in which case the employee would receive an additional two (2%) percent incentive pay for a Master degree.

15.3 Any full-time bargaining unit employee who holds a verified Doctorate degree from an Accredited University, who's current position's classification specification does not require a Doctorate degree as a minimum qualification, will be eligible to receive a two (2%) percent educational incentive pay to their base salary hourly rate.

15.4 The maximum cumulative educational incentive pay for any combination of Bachelor, Master and Doctorate degrees shall not exceed nine (9%) percent.

15.5 Effective retroactive to the date of July 11, 2021, any full-time bargaining unit employee who holds a City approved professional certification will be eligible to receive Certification Incentive Pay of two (2%) percent per completed professional certification to their base salary hourly rate, up to a maximum of two (2) completed professional certifications, and a total maximum of four (4%) percent Certification Incentive Pay. The following City approved certifications are eligible for the Certification Incentive Pay: Playground Certificate(s), including Certified Playground Safety Inspector (CPSI), and Playground Safety Inspector Course; Certified Stormwater Inspector (CSI); and Irrigation Certificate(s), including Certified Irrigation Technician, and Certified Landscape Irrigation Auditor.



15.6 Bargaining unit employees are entitled to receive either Education Incentive Pay or Certification Incentive Pay, but never both during the same period of time.

**16.0 LONGEVITY PAY**

16.1 Bargaining unit employees shall receive longevity pay for continuous employment, as follows:

- a. Following completion of ten (10) uninterrupted years of City service – 2 ½ % base salary increase;
- b. Following completion of fifteen (15) uninterrupted years of City service – additional 2 ½ % base salary increase; and
- c. Following completion of twenty (20) uninterrupted years of City service – additional 2 ½ % base salary increase.

**17.0 HOLIDAYS**

17.1 Subject to dates provided on an annual calendar prepared and posted by the City.

The following Holidays shall be observed by bargaining unit employees:

December 31	New Years' Eve
January 1	New Years' Day
Floating Holiday	Employee's Birthday.
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day

October 11	Indigenous Peoples' Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day After Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

17.2 In addition, any day appointed by the President or Governor as a public holiday shall also be observed, subject to approval of the City Council or the City Manager, and any other day designated by the City Council.

17.3 When a holiday falls on a Sunday, the following Monday will be the official day off; when a holiday falls on a Saturday, the preceding Friday will be the official day off. Any bonus time given to employees; i.e., Christmas Party afternoon, shall not be considered a holiday for any wage adjustments.

17.4 For the duration that furloughs are implemented and Fridays are unpaid furlough days, any holiday that falls on a Friday, will be observed on the preceding Thursday; except for the purpose of Thanksgiving week, wherein, the Day After Thanksgiving holiday will be observed the preceding Wednesday.

17.5 Bargaining unit employees shall receive double time for working on a Holiday. Part-time bargaining unit employees shall receive holiday pay at four (4) hours.

**18.0 VACATION LEAVE**

18.1 Bargaining unit regular employees shall accumulate vacation leave pursuant to the Vacation Leave Schedule below. Part-time bargaining unit employees shall accrue vacation leave time at the accrual rate of four (4) hours per month of service.

18.2 Probationary employees shall not accrue any vacation leave during their probationary period. Upon passing probation, employees will be awarded ninety-six (96) hours under Accrual Rate A, of vacation leave dependent on the accrual system in place as referenced in Section 17.1.

**ACCRUAL OF HOURS PER MONTH**

<b><u>Qualifying Period</u></b>	<b><u>Accrual Rate A</u></b>
After 1 full year	8.00 hours
After 5 full years	8.67 hours
After 6 full years	9.33 hours
After 7 full years	10 hours
After 8 full years	10.67 hours
After 9 full years	11.33 hours
After 10 full years	12 hours
After 11 full years	12.67 hours
After 12 full years	13.33 hours
After 13 full years	14 hours
After 14 full years	14.67 hours
After 15 full years	15.33 hours
After 16 full years	16 hours
After 17 full years	16.67 hours
After 18 full years	17.33 hours
After 19 full years	18 hours
After 20 full years	18.67 hours

<u>Qualifying Period</u>	<u>Accrual Rate A</u>
After 21 full years	19.33 hours
After 22 full years	20 hours

18.3 It is the policy of the City that employees shall utilize all of their accumulated vacation on an annual basis in order to promote a safe and healthful working environment. However, upon request, the employee shall be allowed at his/her discretion to accumulate a total of three-hundred (300) vacation hours through and including completion of five (5) full years of consecutive City employment. Commencing with the sixth year of consecutive City employment, an employee shall be allowed to accumulate four-hundred twenty (420) hours of vacation leave. Employees may not accrue vacation in excess of their maximum accumulation allowance, save for the following singular exception: in any instance where an employee has accumulated the maximum number of allowable vacation hours, has made a timely written request for vacation usage, and has that request denied by a responsible supervisor, the number of vacation hours that would otherwise be in excess of the above accumulation limits, shall be converted to a cash equivalency and distributed to the employee during the payroll period during which the vacation time would otherwise have been accumulated had the employee not been at the maximum accumulation limitation.

18.4 By no later than December 15 of any calendar year, an employee wishing to convert a portion of accumulated vacation leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated vacation leave to cash, an employee must maintain one-hundred (100) hours of vacation leave within the employee's account balance after any distribution has been

made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours and shall be paid in the following February.

18.5 In the event of termination of employment, the City shall round off accrued vacation to the highest half-day accrual and shall distribute accumulated vacation time to the employee at the then existing hourly rate.

#### **19.0 SICK-RELATED LEAVE**

19.1 Sick leave is a conditional benefit; its use for paid leave for injury/illness is governed by certain requirements of accumulation, notice, validity, medical verification, and review of use factors/patterns as found in the City's Personnel Rules.

19.2 All full time unit members shall accrue sick leave at the rate of eight (8) hours per month of paid service, to a maximum limit of three-hundred and forty (340) accumulated hours. Employees shall not accrue leave in excess of the maximum. Part-time bargaining unit employees shall accrue sick leave in accordance with current sick leave policy for part-time employees pursuant to Assembly Bill No. 1522.

19.3 By no later than December 15 of any calendar year, an employee wishing to convert a portion of accumulated sick leave to cash at the hourly rate of pay then existing, shall notify the Personnel Officer in writing of said intent. In order to be eligible to convert a portion of accumulated sick leave to cash, an employee must have a minimum of one-hundred sixty hours (160) of sick leave accumulated within the employee's account balance prior to any distribution being made. Said employee shall be entitled to request a cash distribution up to eighty (80) hours and shall be paid in the following February. Unit members shall be eligible for a cash sick leave distribution upon retirement, disability retirement, honorable termination (non-disciplinary) or death, pursuant to the following formula:

- a. Following completion of five (5) years of consecutive service – 50% of sick leave balance;
- b. Following completion of each additional year of consecutive City service, the employee shall be eligible for an additional annual 5% sick leave distribution, to a maximum of 100% of said sick leave balance.

19.4 If distribution of sick leave is necessitated by the death of an employee, then the person(s) receiving said sick leave distribution shall be the person(s) designated as a beneficiary to receive retirement death benefits, and if no such individual exists, then distribution shall be pursuant to the orders of the probate court.

19.5 The City and Union agree that Personnel Rule 19.09 shall not apply to employees covered by this MOU and that Rule 19.09 may be removed from future update/revisions to the City's Personnel Rules.

## **20.0 LAYOFFS**

20.1 If the MERR determines that a reduction in personnel is necessary for economy reasons, then the MERR shall observe the "seniority rule" in putting the reduction into effect. It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more employees is subject to less than a complete lay off, then the employees shall be laid off in order of reverse seniority based upon first service time in class and then on cumulative City service time.

20.2 If the MERR determines that a reduction in personnel is necessary for other than economy reasons, then the MERR shall determine layoff based on the following priorities:

- a. Ability to perform the required work, which will be based on current qualifications and past experience,
- b. Quality of performance as demonstrated in the last three (3) Annual Performance Reports,
- c. Lack of discipline received during the last twelve (12) months, and
- d. Seniority factor as determined by cumulative City service time.

#### **21.0 PROMOTIONAL OPPORTUNITIES**

Subject to applicable laws pertaining to diversity and prohibited employment discrimination, the parties agree that as regards to filling non-entry level classification in the bargaining unit represented by the Union, in those instances where at least two (2) applications for promotional employment have been received by the Personnel Officer and are deemed to be accepted and qualified for participation in the examination and hiring process, then such examination process shall be on a closed, internal promotional basis.

#### **22.0 NON-PROMOTIONAL PROBATIONARY PERIOD**

All employees hired on or after July 1, 2004 shall serve a twelve (12) month probationary period for all non-promotional recruitments.

#### **23.0 REST AND MEAL PERIODS**

23.1 An employee working more than six (6) hours in a day shall receive two (2) fifteen (15) minute uninterrupted rest periods during such day. The first rest period shall be given in the first half of the shift and the second period during the second half of such shift. The time will be designated by the employee's supervisor.

23.2 Each department shall implement an uninterrupted non-paid thirty (30) minute meal period and/or up to an (1) one hour meal period as long as City operations are not disrupted, and City counter services are maintained during the City's hours of operation of 8:00 a.m. to 6:00 p.m. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for the period at the appropriate rate of pay. Employees regularly assigned to perform duties at work sites outside of a principal office shall be permitted an uninterrupted unpaid thirty (30) minute meal period.

23.3 In the instances where an employee is assigned to work from a specific office location at which the employee's vehicle can be parked, the employee is entitled to a restriction free thirty (30) minute meal period. However, when an employee is assigned to a detail involving work in the field, although the thirty (30) minute meal period must be uninterrupted, the City shall not be required to transport the employee out of the field to his private vehicle or to any other location. In the event an employee is not permitted to have an uninterrupted meal period, such employee shall be paid for the period at his appropriate rate of pay.

23.4 Rest periods are not cumulative beyond the scheduled workday within which the rest period occurs, nor may rest periods be used to extend the meal period or shorten the workday. Meal periods shall also not be used to shorten the workday.

23.5 City will provide one (1) area for employees to prepare and/or eat meals at rest or meal periods; however, those employees either working in the field or at a location otherwise not accessible to the area shall be entitled to no special dispensation or other accommodations.

#### **24.0 SAFETY AND HEALTH PROVISIONS**

24.1 City shall make reasonable provision for the safety and health of its employees during the hours of their employment and all protective devices, wearing apparel and other



equipment necessary to properly protect employees from injury shall be provided by the City as required by CAL-OSHA.

24.2 Employee shall use/wear safety equipment furnished by the City.

24.3 City will provide first aid equipment in City Hall and City Yard.

24.4 Employees shall immediately report any work related injuries and illnesses to their immediate supervisor.

## **25.0 SAFETY COMMITTEE**

There shall be established a Safety Committee for the purpose of providing a safe and healthful working environment for the employees. The Committee shall be appointed by the City Manager with recommendations from the Department Heads. The Committee shall consist of appointed employees, one of which shall be from each City Department. A non-employee Union Representative will be notified of the meeting in advance so he/she may attend, yet the non-employee Union Representative is not a Committee Member and can participate in the meeting only to the extent authorized by the Committee.

## **26.0 UNIFORMS**

26.1 The City shall furnish required uniforms, shall pay for the laundering (or where required by the garment manufacturer – dry cleaning) of same by furnishing a vendor, and subject to this MOU, shall replace uniforms so necessitated by normal wear and tear.

26.2 Rain gear (coat, hat, pants, and boots) shall be kept in employee's locker, or other City provided storage area, and shall not be used for personal use or outside work.

26.3 Any repair or replacement costs resulting from improper care of uniforms and replacement of the same shall be borne by the employee involved. Such costs may be deducted

by the City from an employee's paycheck(s), in an amount not to exceed fifty dollars (\$50.00) per pay period.

26.4 The Animal Control Officer will receive a uniform allowance of four hundred and fifty (\$450.00) dollars per year, paid in increments of two hundred twenty-five (\$225.00) dollars the first full pay period in January and two hundred twenty-five (\$225.00) dollars the first full pay period in July. Newly hired Animal Control Officers shall receive an initial uniform allowance of two hundred fifty (\$250.00) dollars and receive increments of two hundred twenty-five (\$225.00) dollars each full pay period in January and July thereafter.

26.5 Every Public Works Employee will be provided ten (10) uniforms from the uniform company contracted by the City.

26.6 The City will reimburse up to, but not to exceed, two hundred fifty (\$250.00) dollars per year per Code Enforcement Officer and Combination Inspector for purchase of standard polo shirts, pants/shorts and a jacket.

26.7 Subject to the limitations described herein and in lieu of a City-paid two-hundred fifty (\$250.00) dollar work shoe allowance, the City shall fund and provide Public Works Employees, Building and Safety Field employees and Code Enforcement Officers with a Cal-OSHA approved pair of work shoes at the time of hire. At the commencement of each employee's next year of employment, and upon a demonstration to the satisfaction of the department head that reasonable wear and tear necessitates shoe replacement for safety requirements, the City will fund and provide a replacement pair of work shoes. Work shoes will be replaced during a year upon demonstration to the department head by the affected employee reasonably showing that the shoe wear and tear was caused by usage performed in the course and scope of employment for the City and that replacement is necessitated by safety requirements.

Disputes regarding shoe replacement shall not be subject to the grievance procedure or to any other method of administrative or judicial appeal. Additionally, the City will endeavor to cause its vendor(s) to make available several different styles of Cal-OSHA approved shoes from which the employee can make his/her selection. However, authorization to purchase any pair of shoes must be provided by the department head, with cost and safety being principal factors in determining the authorization that any particular pair of shoes be purchased.

#### **27.0 BONDING**

Whenever the City requires the bonding of any employee or the carrying of any insurance for the indemnification of the City, the City shall pay the premiums for the same. Should an individual in the employ of the City at the time of adoption of the MOU be refused bonding by a company, the City agrees to make a reasonable effort to secure a bond. However, if a bond or insurance cannot be secured, the employee shall be restored to the immediate prior position, if any, held by the employee and which carries no bonding or insurance requirement, and none exists, then the employee shall be dismissed. Any individual hired after the adoption date of this MOU shall be dismissed without the right of administrative or judicial appeal, if a bond or insurance cannot be secured.

#### **28.0 PAY DAY AND PARKING**

28.1 Employees shall be paid every two (2) weeks.

28.2 The City will provide parking for all employees at no cost to the employees.

#### **29.0 TRAINING SCHOOL FEES**

29.1 Where, as a condition of employment, the City requires attendance at a school or training establishment, and where a fee is charged for such instruction or training, the fee shall be borne by the City.

29.2 All employees required to attend a training school, seminar, etc., as a condition of employment, will be compensated pursuant to the FLSA regulations.

29.3 Scheduling of attendance at such schools or seminars shall be at the option of the City.

29.4 The City will determine the need for job-related training and certification of the employees. The training received will be in correlation to their duties and responsibilities. The City will provide funding for the training received.

### **30.0 EDUCATIONAL REIMBURSEMENT**

30.1 The Educational reimbursement program shall consist of full reimbursement up to the limit of two thousand (\$2,000.00) dollars per year per eligible full-time employee prescribed for books, tuition and parking for job-related courses not offered through the City's in-service training program, provided that the courses are approved by the Department Head prior to registration and proof of passing grades ("B" or better and "Pass" if pass/fail) and official receipts are provided to the Department Head after course completion. Specific courses, degree and certificate programs require pre-authorization by the City Manager's Office and are considered on a case by case basis.

30.2 Costs must be incurred and requested during the same fiscal year.

### **31.0 FRINGE BENEFITS**

31.1 Commencing July 1, 1989, the City shall pay the median amount of all medical insurance offered for medical insurance premiums for the employee and two (2) dependents, for full-time and part-time bargaining unit employees.

31.2 The City shall offer major medical health insurance for City employees through a contract with Public Employees Retirement System.

31.3 The City shall offer a dental plan for City employees and pay up to two hundred (\$200.00) dollars per month of the premium upon City Council approval of this MOU for either the Dental HMO or PPO with the remaining cost to be paid for by the employee and does not offer an employee funded accidental death and disability, cancer, and life insurance policies. Employees of this bargaining unit agree to supplement any and all additional premium increase due to a better quality dental plan; beyond the City's current premium amount for employees. Part-time bargaining unit employees shall receive a dental plan at one hundred (\$100) dollars per month for HMO or PPO dental plan premium paid by the City.

31.4 The City shall provide annually on a fiscal year basis a vision-care reimbursement up to, but not to exceed, eight hundred fifty (\$850.00) dollars for full-time and four hundred twenty five (\$425) dollars for part-time bargaining unit employees upon City Council approval of this MOU, covering each employee and their family, upon the providing of timely receipts and other evidence of use.

31.5 The City shall provide a life insurance policy of \$50,000 to each full-time employee effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.

31.6 The City shall provide a pre-tax Flexible Spending Account (FSA) for full-time bargaining unit employees, for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable after July 1, 2021, or City Council adoption of the successor MOU, whichever is later.

31.7 Any employee desiring to contribute blood in accordance with a recognized blood donor program shall be entitled to be absent from work for two (2) consecutive hours; and such employee shall not, because of so absenting himself, be liable to any penalty, or suffer any loss

of income, provided that written approval of the immediate supervisor for such time off has been obtained, except in emergency. The employee shall submit appropriate documentation of having donated blood upon returning to work.

31.8 In the case of an employee needing to use a private vehicle during the course of City business, mileage incurred during such travel shall be reimbursed by the City. Expense claims for the use of private automobiles on City business must be submitted to the City Manager via the Director of Finance. Such use, if approved, in writing, will be reimbursed at the then current rate established by the Internal Revenue Service.

### **32.0 STATE DISABILITY INSURANCE**

The City will provide employees covered herein with State Disability Insurance (SDI), pursuant to Unemployment Insurance Code Section 710.5. The City shall pay fifty percent (50%) of the cost of the premium, as it from time to time exists.

### **33.0 RETIREMENT BENEFITS**

33.1 **PEPRA Implementation.** The pension reforms required by the California Public Employees' Pension Reform Act of 2013 (Article 4 (commencing with Section 7522) of Chapter 21 of Division 7 of Title 1 of the Government Code) (hereinafter "PEPRA") shall be implemented, as well as any amendments thereto or related statutes that are enacted with similar mandatory provisions. This does not include implementation of any pension reforms that are not made mandatory by PEPRA, and, to the extent required by law, the City and Union representatives will meet and confer in the future over any other changes resulting from PEPRA or related statutes before they will be implemented.

33.2 **Retirement Plan.** For all full-time bargaining unit employees hired before July 1, 2012, retirement benefits shall be as provided in the City contract with the California Public

Employees' Retirement System ("CalPERS") for the 2.7%@55 retirement formula/plan. Said employees shall be entitled to final compensation based on their single highest pay rate and qualifying special compensation during any single year, as defined by CalPERS.

For all full-time bargaining unit employees hired on or after July 1, 2012 and before January 1, 2013, retirement benefits shall be as provided in the City contract with CalPERS for the 2%@60 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

For all full-time bargaining unit employees hired on or after January 1, 2013 and determined by CalPERS to be "Classic" CalPERS member employees, as defined in PEPRA, retirement benefits shall be what that they would have been eligible for had they been hired on December 31, 2012, which means the same formula as those hired on or after July 1, 2012 and before January 1, 2013. Thus, Classic CalPERS members shall receive retirement benefits as provided in the City contract with CalPERS for the 2%@60 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

For all full-time bargaining unit employees hired on or after January 1, 2013 and determined by CalPERS to be "Non-Classic" CalPERS member employees, as defined in PEPRA, retirement benefits shall be as provided in the City contract with CalPERS for the 2%@62 retirement formula/plan. Said employees shall be entitled to final compensation based on the highest average pay rate and qualifying special compensation during any consecutive three-year period.

**33.3 Retirement Health Benefits.** Pursuant to Resolution 3998, adopted by the City Council on June 26, 2007, the percentage of employer contribution payable for postretirement health benefits for employees hired on or after August 1, 2007, shall be based on the member's completed years of credited services based upon Government Code Section 22893, plus administrative fees and contingency reserve fund assessments. This vesting schedule requires a minimum of ten (10) years of CalPERS service credit to receive fifty percent (50%) of the employer contribution, five (5) of those ten (10) years of service must be performed with the City, and each additional service credit year after ten (10) years increases the employer contribution by five percent (5%). At twenty (20) years the retiring employee is eligible for one hundred percent (100%) of the employer contribution.

**33.4 Employer Paid Member Contribution (EPMC).** Effective July 1, 2012, the City ceased all EPMC, and all bargaining unit employees are required to pay the following individual member contributions:

- All bargaining unit employees in the 2.7%@55 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently eight percent (8%) of reportable earnings.
- All bargaining unit employees in the 2%@60 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently seven percent (7%) of reportable earnings.
- All bargaining unit employees in the 2%@62 retirement plan shall pay their full CalPERS member contribution required by CalPERS, which is currently six and one-quarter percent (6.25%) of reportable earnings.

All employees shall have the option to have a salary adjustment in the form of a tax deferred income payment for their CalPERS member contribution in accordance with the provisions of Internal Revenue Code Section 414(h)(2).



33.5 **Deferred Compensation.** The City shall offer up to a maximum of a 5 percent (5%) dollar to dollar match of gross monthly salary to those full-time bargaining unit employees voluntarily contributing to their elective 457 deferred compensation plan.

33.6

#### 34.0 **TRANSFERS**

34.1 Definitions:

- a. Transfer – is defined as a relocation of a unit member from a work site to another worksite in the City or a change of an employee from one position to another position in the same class or in a comparable class.
- b. Voluntary Transfer – is defined as a transfer initiated by the unit member
- c. Involuntary Transfer – is defined as a transfer initiated by the City

34.2 **Involuntary Transfer:** Transfers of bargaining unit members may be initiated by the City at any time such transfer is in the best interest of the City as determined by management, only after consideration of all relevant factors, including the impacts and effects on the employee and the hardship which may be imposed on the employee. The unit member involved shall be given seven (7) calendar days notice. If requested by the unit member, a conference will be held between the appropriate manager and unit member in order to discuss the reasons for the transfer. Involuntary transfer shall not be made for arbitrary or capricious reasons.

34.3 **Voluntary Transfer:** The procedure for voluntary transfers shall require the following process:

- a. Notice of all job vacancies within the bargaining unit to be advertised to unit members via email.

- b. The Union upon written request shall be provided with the names of the unit member(s) who applied for the vacancy upon completion of the recruitment process.
- c. The job vacancy shall remain open for a period of six (6) working days, during which time unit members may apply for a lateral transfer/voluntary demotion.
- d. Only unit members who have completed their probationary period may apply and if they meet the minimum qualifications will be granted an interview which shall occur prior to interviewing external candidates.
- e. The City may conduct an open competitive recruitment simultaneously with the internal lateral transfer. Final selection, if any, may be made from all qualified applicants. An approved transfer resulting from the request of a unit member shall not establish a probationary period. Voluntary transfers shall not be denied for arbitrary or capricious reasons.
- f. No person shall be transferred to a position for which he/she does not possess the minimum qualifications. An employee may be transferred by the Appointing Authority at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one with the same maximum salary, involves the performance of similar duties and requires substantially the same basic qualifications.

## **35.0 DISCIPLINE POLICY AND PROCEDURE**

35.1 It is the City's belief that rules of conduct are most effective when they are written and communicated to employees and supervisors, consistently enforced, and the difference between major and minor forms of misconduct recognized.

35.2 The City's goal is to administer discipline on an equitable and corrective basis. Effective discipline reinforces training by identifying rules and their reasons, correcting misconduct or improving job performance, serving as a deterrent through enforcement, and penalizing in relation to the severity of the offense and the employee's past record. The City will not use supporting documents older than three (3) years when considering a disciplinary action.

35.3 At the request of the employee, Union representation will be provided during investigative conferences that may result in formal discipline. "Disciplinary Action" means action taken by the Department Director or designee for disciplinary reasons. Pre-disciplinary and disciplinary actions include: 1) a formal warning, 2) a written reprimand, 3) disciplinary suspension, 4) reduction in pay, 5) demotion, 6) dismissal, or 7) any other action taken for disciplinary purposes. Formal discipline is defined as a minimum of a written reprimand. If the supervisor anticipates that discipline, resulting in a written reprimand or greater discipline will result, the supervisor shall notify the employee that they have a right to request Union representation prior to further discussion of the issue.

### **35.4 Forms of Pre-Discipline and Discipline:**

- a. Informal Discussion: Though not a disciplinary action, when a minor job performance problem develops, an informal discussion shall usually occur with the immediate supervisor to assist the employee in clarifying and remedying the problem. An informal discussion is designed to clarify

standards, policies and procedures or rules and regulations so that problems are resolved early and thus, the need to utilize disciplinary action may be avoided.

- b. Formal Warning: Though not a disciplinary action, a formal warning may be given by the supervisor/department director in response to minor misconduct. The warning should be prompt, calm, and constructive, and every effort shall be made for the formal warning to be given in private. The supervisor/department director shall include in the formal warning a review of appropriate department standards and policies, employee performance expected in the future and consequences for failure to correct performance or behavior. A formal warning will be documented in memorandum format by the supervisor/department director and a copy of the formal warning memorandum to the employee. This memorandum does not go into the employee's central personnel file. In addition, the employee may request that a Union representative be present during this process.
- c. Written Reprimand: The written reprimand shall be given by the Department Director or designated authority when a formal warning has not succeeded in stopping minor misconduct or when the misconduct is considered too serious to warrant a formal warning. Misconduct includes failure to meet City performance standards. The Department Director should first counsel the employee about the misconduct, as if giving a formal warning. At the end of the discussion, if no extenuating

circumstances are discovered, the Department Director shall inform the employee that a letter of reprimand shall follow and shall be placed in their central personnel file located in the Human Resources Department. The written reprimand shall include a full, accurate and factual statement of the reason for the reprimand, if applicable, appropriate department standards and policies, employee performance expected in the future, and consequences for failure to correct performance or behavior. The employee and/or their representative has the right to request a meeting with Human Resources to discuss the content of the written reprimand prior to it being placed in the employee's central personnel file. Finally, the employee has the right to attach a written response to the written reprimand to be placed in the employee's central personnel file.

- d. Disciplinary Suspension: Disciplinary suspensions without pay are actions which generally deprive an employee of pay for any period up to thirty (30) business days and are usually given when serious misconduct or repetition of past problems for which the employee has been reprimanded require a strong management response. The nature of the offense, its severity and the circumstances dictate the length of suspension. Recurrence of the same or similar offenses can result in a second or third disciplinary suspension of progressively increased duration or in a dismissal. A disciplinary suspension is given an employee when formal warnings or written reprimands have not been effective, or when the misconduct warrants more than a written reprimand.

The City distinguishes between minor disciplinary suspension as one (1) to five (5) business days and major disciplinary suspensions as six (6) to thirty (30) business days. Minor suspensions can be used as steps in progressive discipline. Major suspensions are used as a more severe step in progressive discipline or where the act of misconduct does not warrant dismissal. Department Directors shall institute disciplinary suspensions only after Human Resources and City Manager approval.

- e. Reduction in Pay: The reduction of an employee's base pay through the loss of a grade or step is the action given when a disciplinary suspension has not been effective, or when the misconduct is too serious for disciplinary suspension alone.

Department Directors shall institute a reduction in an employee's base pay only after Human Resources and City Manager approval.

- f. Demotion: The Department Director may demote an employee for disciplinary reasons or because the employee's ability to perform the required duties falls below standards for that position, provided that the employee has been given a reasonable time to improve. Upon request of the employee, and with the consent of the appointing authority, demotion may be made to a vacant position. No employee shall be demoted to a position unless they possess the minimum qualifications for such a position. Department Directors shall institute a demotion only after Human Resources and City Manager approval.

- g. Dismissal: Dismissal or involuntary separation of an employee from City employment shall be imposed only when all other disciplinary measures of the same offense have failed and the employee is deemed beyond rehabilitation or when an act of misconduct is deemed very serious. An employee who has passed probation may be only be dismissed by the Department Director for just cause as outlined herein.
- h. Resignation: An alternative to Disciplinary Action: At times, an employee may offer to resign instead of facing disciplinary action. By doing so, the employee loses the right to appeal the discipline or the resignation. A resignation must be completely voluntary.
- i. If the action taken is a written reprimand, disciplinary probation, a disciplinary suspension, a reduction in pay, a demotion, or a dismissal, documentation shall be in accordance with this policy. A copy of all such disciplinary documents shall be placed in the employee's central personnel file located in the Human Resources Department.  
  
The employee shall sign and receive a copy of such disciplinary documents. If the employee refuses to sign the statement, that fact should be noted in writing by the supervisor.
- j. Disciplinary action may be taken against a regular employee for cause. The extent of the disciplinary action taken shall be commensurate with the offense and the prior employment history of the employee.

### **35.5 Grounds For Disciplinary Action**

- a. Discipline shall meet the 7 factor test for just cause. Including the following
  - (1) Reasonable Rule or Work Order
  - (2) Notice to Employee
  - (3) Sufficient Investigation
  - (4) Fair Investigation
  - (5) Proof
  - (6) Equal Treatment
  - (7) Appropriate Discipline
  
- b. Disciplinary action may be taken for any cause, which may include, but not be limited to, the following, as they relate to the employee's ability to perform functions required by employment with the City:
  - (1) Fraud in securing employment or making a false statement on an application for employment.
  - (2) Incompetence, such as inability to comply with the minimum standards of an employee's position.
  - (3) Inefficiency or inexcusable neglect of duty, such as failure to perform duties required of an employee within his/her position.
  - (4) Disobedience and insubordination, such as failure to submit to duly appointed and citing supervision or to conform to duly established orders or directions of persons in a supervisory position.



- (5) Dishonesty involving employment including, but not limited to, making false statements during an investigation. Falsifying or making dishonest or false statements or information on any City document or regarding any work matter.
- (6) Reporting to work under the influence of alcohol, illegal drugs, controlled substances, narcotics, or using, selling or possessing them on City premises.
- (7) Excessive or inexcusable tardiness or absenteeism, and inexcusable absences.
- (8) Abuse or misuse of sick leave or any other leave provided by the City.
- (9) To the extent permissible by federal and state law, the conviction of either a misdemeanor or a felony in which there is a nexus to the job.
- (10) Discourteous treatment of other employees or the public.
- (11) Improper or unauthorized use of City property.
- (12) Violation of the rules and regulations published in any department.
- (13) Inattention to duty, indolence, carelessness or negligence in the care and handling of City property.
- (14) Refusal to subscribe to any oath or affirmation which is required by law in connection with City employment.
- (15) Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the City, the employee's department or division.

- (16) Consistent with applicable law, including but not limited to the Americans with Disabilities Act, the Rehabilitation Act of 1973 and the Fair Employment and for the proper performance of his/her duties if no reasonable accommodation can be made.
- (17) To the extent permissible under federal and state law, outside employment not specifically authorized by the City Manager.
- (18) Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation, the intent of which is to cause an employee to perform his/her official duties. This does not include employee recognition awards by the City.
- (19) The refusal of any officer or employee of the City to testify under oath before any Grand Jury having jurisdiction over any then pending cause or inquiry, in which the investigation of government bribery or misconduct in City office is involved shall constitute in itself sufficient grounds for the immediate discharge of such City officer or employee.
- (20) Violation of any of the provisions of the ordinances, resolution or any rules, regulations or policies which may be prescribed by the City Council or City Manager.
- (21) Improper political activity. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county or municipal elections while on duty and/or during working hours or in a City uniform on or off duty; or the

dissemination of political material of any kind while on duty and/or during working hours or in uniform. Activities not affected: Nothing in these rules and regulations shall be construed to prevent any officer or employee from becoming or continuing to be a member of a political club or organization, or from attendance at a political meeting, or from enjoying entire freedom from all interference in casting his/her vote or from seeking or accepting election or appointment to public office, provided, however, that a person holding a position in the classified service must resign his/her position in the classified service upon being elected to the office of any elective office of the City.

- (22) Conduct unbecoming an employee of the City.
- (23) Possessing firearms or other weapons on City property (unless employee is required to carry a firearm or other weapon as a condition of employment).
- (24) Fighting, assaulting, threatening or intimidation of co-workers, customers or the general public.
- (25) Sleeping on the job without authorization.

#### 35.6 Effective Date of Discipline

A disciplinary action shall be effective as of the time designated by the person or persons authorizing the action, provided that no disciplinary action may be given an effective date which is prior to the date described in Final Action below.

### 35.7 Authority to Issue Disciplinary Action

Any suspension, reduction in pay, demotion, or termination shall be commenced by means of a written “Notice of Intent to Suspend, Reduce in Pay, Demote or Terminate” prepared by the Department Head and then served upon the affected employee. The affected employee shall have a right to respond to the “Notice” as set forth below. However, written reprimands, transfers or reassignments whereby the potential economic impact (without regard to real or possible losses of overtime compensation) upon the affected employee is in an amount less than the employee’s scheduled daily compensation, shall not be subject to this Section and shall not give rise to any form of post-Department Head administrative or judicial appeal and the determination of the Department Head shall be final and conclusive.

### 35.8 Form of Disciplinary Action Notice

In cases of discipline, written notice of the intended action shall be given to the employee setting forth the following information:

- a. The disciplinary action intended.
- b. The specific causes upon which the action is based.
- c. The summary of the facts upon which the charges are based.
- d. A copy of all written materials, reports, or documents upon which the discipline is based.
- e. Notice of the employee’s right to respond to the charges either orally or in writing.
- f. The date, time and person before whom the employee may respond.

- g. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

### **35.9 Employee Response to Notice of Disciplinary Action**

The employee shall have five (5) business days from the date the “Notice” is served on him/her to advise of his/her intent to participate in a pre-disciplinary meeting pursuant to the procedures set forth in this MOU and Skelly v. State Personnel Board. This pre-disciplinary meeting shall be presided over by the City Manager or his/her designee. Any such requests to convene a pre-disciplinary meeting shall be in writing and shall be postmarked within five (5) business days from the date the “Notice” is served upon the employee. If the employee either fails to request a pre-disciplinary meeting or fails to do so in a timely manner, then at the expiration of the five (5) business day period for serving such request, the City Manager or his/her designee may render a determination based solely upon the pre-disciplinary supportive documents that were served upon the employee in accord with the Notice provision set forth above.

### **35.10 Imposition of Disciplinary Action**

After considering the employee’s response, if any, to the “Notice” or after the expiration of the time to respond and no response having been made, the City Manager shall: (1) dismiss the notice and take no disciplinary action against the employee or (2) modify the notice or (3) prepare and serve upon the employee a notice of imposition of disciplinary action. The notice of imposition disciplinary action shall include the following:

- a. The disciplinary action taken.

- b. The effective date of the disciplinary action taken.
- c. Specific charges upon which the action is based.
- d. A summary of the facts upon which the charges are based.
- e. The written materials, reports and documents upon which the disciplinary action is based.
- f. An explanation of the appeal procedures.

### 35.11 **Disciplinary Appeals Procedure**

#### a. Right of Appeal

Any regular employee in the competitive service shall have the right to appeal to the City Council any disciplinary action involving dismissal, demotion, reduction in pay, and suspension within ten (10) calendar days of the imposition of disciplinary action. The City Council has discretion to designate that the hearing be conducted by a hearing officer. In those cases where the City Council does designate that the hearing be conducted by a hearing officer, the costs attendant to retention of the hearing officer, court reporter, or tape recorder, and transcripts shall be borne by the City. If a Hearing Officer is designated, the parties shall select said Hearing Officer by mutually requesting a list of seven (7) names from an arbitration service selected by the City. The parties shall then alternately strike names from the list until one name remains. Said person shall be the Hearing Officer.

#### b. Method of Appeal

Appeals shall be in writing, subscribed by the applicant, and filed with the Personnel Officer, who shall inform the clerk to the City Council and such other persons or officers named or affected by the appeal or the filing of the appeal. The appeal shall be a written statement, addressed to the Personnel Officer, explaining the matter appealed from and setting forth the ground for the appeal and the action desired by the appellant. Upon the filing of an appeal, the Personnel Officer shall set a date for a hearing on the appeal not less than ten (10) calendar days nor more than thirty (30) calendar days from the date of filing. The time limitation can be extended unilaterally by the Personnel Officer upon a showing of good cause to do so. The Personnel Officer shall notify all interested parties of the date, time and place of the hearing

c. Appeal Hearing

- (1) All hearings shall be closed unless the employee requests in writing five (5) calendar days before the hearing that the hearing be open to the public.
- (2) The City Clerk shall issue subpoenas and subpoena duces tecum at the request of either party prior to the commencement of the hearing.
- (3) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless

of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions and irrelevant and unduly repetitious evidence shall be excluded. The City Council or Hearing Officer shall not be bound by technical rules of evidence. The City Council or Hearing Officer shall rule on the admission or exclusion of evidence.

- (4) Each party shall have these rights: To be represented by legal counsel or other person designated by the exclusive bargaining agent (or absent such bargaining agent, as designated by the Appellant) to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the employee does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation.



- (5) The hearing shall proceed in the following order, unless the City Council or Hearing Office, for special reasons, otherwise directs:
- A. The party imposing discipline shall be permitted to make an opening statement;
  - B. The appealing party shall then be permitted to make an opening statement;
  - C. The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
  - D. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;
  - E. The parties may then, in order, respectively offer rebutting evidence only, unless the City Council or Hearing Officer, for good reason, permits them to offer evidence upon their original case.
  - F. Closing arguments shall be permitted and written briefs may be permitted at the discretion of the City Council or Hearing Officer. The City shall have the right to open the closing arguments followed by the employee. The City then has a right to reply.

G. The City Council or Hearing Officer shall determine relevancy, weight, and credibility of testimony and evidence. The City Council or Hearing Officer shall base its findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the City Council or Hearing Officer, for good cause, otherwise directs. The City Council or Hearing Officer shall render judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) calendar days after conducting the hearing. The thirty (30) day deadline may be extended upon a showing of good cause. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusion. The hearing officer's decision shall be advisory only to the City Council.

H. The Hearing Officer may recommend sustaining or rejecting any or all of the charges filed against the employee. The Hearing Officer may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. The Hearing Officer's decision and recommendation shall be filed with the City Manager for transmission to the City Council, with a copy sent to the

charged employee. If it is a dismissal hearing and a dismissal is not the Hearing Officer's recommendation, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action.

I. Within thirty (30) calendar days of the receipt of the recommendation, the City Council shall adopt, amend, modify or reject the recommended findings, conclusions, and/or decision of the Hearing Officer. The City Council shall not conduct a de novo hearing. The City Council may, at its option, allow limited oral arguments and/or may request and review written statements from both sides. The decision of the City Council shall be final and conclusive. Copies of the City Council's decision shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Council. Each party shall bear its own witness and attorney fees.

J. The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

## **36.0 GRIEVANCE POLICY AND PROCEDURE**

### **36.1 Purpose of Grievance Policy**

- a. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- b. To afford employees individually or through qualified employee organizations a systematic means of obtaining further considerations of problems after every reasonable effort has failed to resolve them through discussions.
- c. To provide that grievances shall be settled as near as possible to the point of origin.
- d. To provide that appeals shall be conducted as informally as possible.

### 36.2 Definition of Grievance

A grievance is defined as any dispute involving the interpretation, application or alleged violation of the City's Personnel Rules and Regulations and/or Memorandum of Understanding between the City and Local 911 of the California Teamsters, but which does not involve disciplinary action.

### 36.3 Grievance Procedure

#### a. Procedural Step 1

An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within ten (10) working days of the occurrence of the act. If the employee and the immediate supervisor are unable to resolve the grievance within ten (10) of the supervisor's working days of

the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the following information:

- (1) The name of the grievant.
- (2) The grievant's department and specific work site.
- (3) The name of the grievant's immediate supervisor.
- (4) A statement of the nature of the grievance including date and place of occurrence.
- (5) The specific provision, policy or procedure alleged to have been violated.
- (6) The remedies sought by the grievant.
- (7) The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.
- (8) Date of submission of the grievance.

b. Procedural Step 2

An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his/her Department Head within ten (10) working days from the date of the immediate supervisor's decision. The Department Head or designated representative shall respond to the

grievance in writing within ten (10) of his/her working days from the date of its receipt.

c. Procedural Step 3

If the employee is dissatisfied with the decision of the Department Head in Step 2, he/she may submit the grievance to the City Manager within ten (10) working days from receipt of the Department Head's response. The City Manager, or his/her designated representative, shall respond to the grievance in writing within ten (10) of his/her working days of its receipt. This period of response may be extended. Within this period, the City Manager, or his/her designee necessitating an informal or formal investigation at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The decision of the City Manager is final.

36.4 Grievance Conditions

- a. Any time limit set forth in this Grievance Policy and Procedure may be extended by written notification from the City Manager to the grievant or the recognized employee organization representing him/her.
- b. Failure on the part of the grievant or his/her designated representative to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the grievance without further recourse to resubmittal under this procedure. Failure on the part of the City to comply with prescribed time limits or extension thereto shall result in the grievance being moved to the next step of the procedure.

- c. A representative of a recognized employee organization which represents the grievant's position shall be entitled to be present at any hearing held in connection with Step 2 and Step 3 of this procedure.

### **37.0 UNION BUSINESS & NEW EMPLOYEE ORIENTATION**

37.1 Authorized agents of the Union shall have reasonable access to the City's establishment during regular working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that this MOU is being adhered to; provided, however, that they shall first secure approval from the City Manager or his designee and such right of entry shall, at all times, be subject to general City rules applicable to non-employees. Union employees will address their concerns with appointed union stewards. No written correspondences to Union representatives will be performed on City time.

37.2 The City will notify the Union in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. The new hire will receive a copy of the MOU with his/her new employee orientation packet. The Union shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers. The City will provide the Union a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

37.3 Pursuant to Government Code section 6254.3, the City will not provide the Union with the home address or any phone number on file with the City of any employee performing law enforcement-related functions, and the City will not provide the Union with any home address, home telephone number, personal cellular telephone number, or personal email address or date of birth of any employee who has made a written request to the City regarding non-disclosure of said information.

### **38.0 STEWARDS**

38.1 The City recognizes the right of the Union to designate four (4) Union employee stewards and alternates. The authority of job stewards and alternates so designated by the Union shall include:

38.2 Investigation and presentation of grievances with the City of the designated City representative in accordance with the provisions of the collective bargaining agreement and/or Personnel Rules.

38.3 The transmission of such messages and information which shall originate with and be authorized by the Union or its officers.

38.4 Stewards shall be permitted reasonable time to present and process grievances during working hours and in City work areas without loss of regular straight time pay during his regular working hours and where mutually agreed to by the Union and the City, off the property or other than during his regular schedule without loss of time or pay.

38.5 The City shall grant each steward, to a maximum of four (4) stewards, eight (8) hours per year for purposes of attending a union conducted seminar or training program approved by the City, provided that the City is notified at least two weeks in advance of the program.



38.6 Time spent in negotiations and grievance meetings with the City by recognized members of appropriate authorized committees will be compensated for in such a manner as to allow up to eight (8) hours of pay at the basic straight time rate for such time used to attend such meeting when it occurs on the employee's regularly scheduled shift. Grievances not on the employee's regularly scheduled shift shall be scheduled by mutual agreement. Such time shall not be considered as time worked for computation of overtime. The City will not pay such compensation for more than four (4) employees for negotiation meetings, or more than two (2) employees for grievance meetings.

38.7 One steward representative shall be allowed to attend any Emergency Operations Center (EOC) meeting effective after City Council adoption of the successor MOU.

38.8 No steward shall conduct him/herself in such a manner as to interfere with the operations of the City. Such actions may be deemed misconduct of a disciplinary nature.

### **39.0 POSTING NOTICES**

39.1 The Union shall have the right to post on bulletin boards, in the space provided for Union matters, notices of Union meetings, elections, results of elections.

39.2 All notices shall be presented to the City Manager prior to posting.

39.3 A bulletin board will be provided upon which the Union may post only notices of recreational and social affairs, notices of meetings or elections, results of elections, appointments and other matters pertaining to Union business or those matters which involve the Union members and their interests.

39.4 The posting or distribution of any other notices, cards, pamphlets, or literature at City work stations or on City premises shall require the permission of the City Manager.

#### **40.0 GENDER REFERENCES**

As used in this agreement, all references to gender, such as references to “he”, “him” and “his” shall apply equally to both sexes.

#### **41.0 SAVINGS CLAUSE**

Should any provision of this MOU be declared illegal or invalid by final decision of a Court of law, all other provisions of this MOU shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

#### **42.0 REOPENERS**

42.1 The parties do specifically agree to reopen the meet and confer process during the term of this MOU only as regards the following issues:

- a. Changes and/or revisions to the City’s Employer-Employee Resolution(s).
- b. Changes and/or revisions to the City’s Personnel Rules.
- c. City and Union labor represent-atives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the option to telework at least one (1) day per work week with an alternative work schedule or traditional work schedule.
- d. City and Union labor represent-atives shall reconvene within ninety (90) calendar days of the adoption of the successor MOU to meet and confer over the class series within Community Services.

42.2 The parties specifically acknowledge that implementation of the re-openers as described in this MOU does not mandate the reaching of an agreement or the changing of any


matters within the scope of representation, except as to the updating of the City's Employer-Employee Resolution and the City's Personnel Rules.

**43.0 CITY COUNCIL APPROVAL**

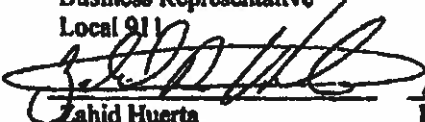
The Union represents that it has ratified this MOU and that its representatives signing below are authorized and empowered to make not only the ratification representation but also to execute this MOU on behalf of the Union's membership. It is agreed that this MOU is of no force or effect unless or until considered, approved and adopted by the City Council of the City of Perris.

**IT IS SO AGREED:**

**UNION:**

  
\_\_\_\_\_  
Gregorio Daniel  
Business Representative  
Local 911

11/3/21  
Date

  
\_\_\_\_\_  
Zahid Huerta  
Teamster Representative

10/29/21  
Date

  
\_\_\_\_\_  
Claudia Hurtado  
Teamster Representative

10/2/2021  
Date

  
\_\_\_\_\_  
Juan Rodriguez  
Teamster Representative

10/20/21  
Date

  
\_\_\_\_\_  
Christina Avila  
Teamster Representative

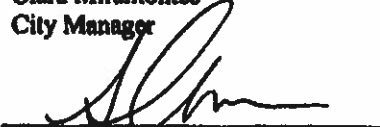
11/1/21  
Date

\_\_\_\_\_  
Date

**CITY:**

  
\_\_\_\_\_  
Clara Miramontes  
City Manager

11-4-21  
Date

  
\_\_\_\_\_  
Saida Amozgar  
Director of Administrative  
Services

11-4-21  
Date

  
\_\_\_\_\_  
Colin J. Tanner, Esq.  
City Labor Attorney, Lead  
Negotiator

11/04/2021  
Date

  
\_\_\_\_\_  
Ernie Reyna  
Deputy City Manager

11/4/21  
Date

\_\_\_\_\_  
Date

Attachment "A"  
CITY OF PERRIS  
EMPLOYEE ROSTER

<b>CT</b>	<b>EMPLOYEE</b>	<b>TITLE</b>	<b>CLASS</b>
		<b>Administration</b>	
1	Miramontes, Clara E.	City Manager	E
2	Reyna, Ernest	Deputy City Manager	E
3	Amozgar, Saida T.	Director of Administrative Services	E
4	Clay, Michelle L.	Principal Management Analyst	S
5	Hale, Stephen	Public Information Officer	C
6	Tarboux, Zaira M.	Human Resources Analyst	C
7	Tejpal, Ruchira	Human Resources Analyst	C
8	Martinez, Monica	Executive Assistant	C
9	Sarmiento-Arriola, Joan C.	Administrative Technician II	C
10	Roseen-Haughney, Judy	Assistant City Clerk	C
11	Bonilla, Rosalba	Administrative Technician III	C
12	Pedroza, Cristina	Administrative Technician II	C
13	Vidrio, Lorena	Administrative Technician I	C
		<b>Information Technology</b>	
14	Cervantes, Arturo	Chief Information Officer	M
15	Lopez, Paul V.	Information Technology Supervisor	S
16	Hambly, IV Everett R.	Audiovisual Specialist	T
17	Gilmore, Sarina M.	Audiovisual Specialist	T
18	Johnson, Dillon	Help Desk Assistant	T
19	Espinoza, Karina	Public Information Assistant	T
		<b>Community Services</b>	
20	Chavez, Sabrina	Director of Community Services	E
21	Ramirez, Arcenio	Community Services Manager	M
22	Pinedo, Rachel D.	Community Services Supervisor	S
23	Campbell, Spencer J.	Community Services Supervisor	S
24	Lemus, Cynthia C.	Community Services Supervisor	S
25	Garcia, Arturo T.	Parks Supervisor	S
26	Natera, Luis	Construction Manager	T
27	Galloway, Jessica	Project Coordinator	T
28	Zelaya, Jose L.	Parks Crew Leader	T
29	Campos, Abraham J.	Parks Crew Leader	T
30	Estrada, Joshua G.	Parks Coordinator	T
31	Rodriguez, Juan M.	Recreation Coordinator	T
32	McClanahan, Jordan M.	Recreation Coordinator	T
33	Driever, Crystal M.	Recreation Coordinator	T
34	Trejo, Angelic	Administrative Technician II	T
35	Jones, Joseph F.	Maintenance Worker II	T
36	Williams, Travis E.	Maintenance Worker II	T

Attachment "A"  
CITY OF PERRIS  
EMPLOYEE ROSTER

CT	EMPLOYEE	TITLE	CLASS
37	Macias, Alejandro	Maintenance Worker I	T
38	Martinez, Jose G.	Maintenance Worker I	T
39	Gonzalez Jr., Gumaro	Maintenance Worker I	T
40	Arviso, Alvaro D.	Maintenance Worker I	T
41	Mier, Jose M.	Recreation Leader II	T
42	Crystal Smith A.	Recreation Leader II	T
43	Yang, Lue	Recreation Leader II	T
44	Ibeth A. Galvan	Recreation Leader II	T
45	Dagatan, Paul Amiel	Recreation Leader II	T
46	Soto Jr., Felipe	Part-Time Park Ambassador	T
47	Tusellino, William P.	Part-Time Program Aide	T
48	Taylor, Devon L.	Part-Time Program Aide	T
49	Guerra, Elia R.	Part-Time Program Aide	T
50	Ross, Brian S.	Part-Time Program Aide	T
		<b>Community Services - Public Health Division</b>	
51	Lopez, Crystal F.	Public Health Supervisor	S
52	Marquez, Emmanuel	Project Coordinator	T
53	Martinez, Martin	Program Coordinator	T
		<b>Development Services</b>	
54	Phung, Kenneth K.	Director of Development Services	E
55	Arana, Veronica	Building and Safety Manager	M
56	Cortes de Pavon, Sara E.	Principal Management Analyst	S
57	Perez, Nathan G.	Senior Planner	T
58	Ortiz, Sergio	Combination Inspector III	T
59	Garcia, Alfredo	Associate Planner	T
60	Griffiths, Ryan C.	Assistant Planner	T
61	Padilla, Daniel	Combination Inspector I	T
62	Arvizu, Sylvia B.	Administrative Technician III	T
63	Calvillo, Kerri L.	Development Services Assistant II	T
64	Coton-Dagatan Paul Arvie	Management Analyst	T
		<b>Economic Development and Housing</b>	
65	Ogawa, Michele	Economic Development and Housing Manager	M
66	Rivera, Rebecca R.	Principal Management Analyst	S
67	Panchi, Armando	Management Analyst	T
68	Lopez, Carla J.	Program Coordinator	T
		<b>Code Enforcement/Animal Control</b>	
69	Trejo, Roberto C.	Code Enforcement Manager	M
70	Soares, Daniel S.	Senior Code Compliance Officer	T
71	Avila, Christina D.	Senior Animal Control Officer	T

Attachment "A"  
CITY OF PERRIS  
EMPLOYEE ROSTER

72	Rojales, Adalbert C.	Code Compliance Officer III	T
73	Esteva, Kimberley G.	Code Compliance Officer I	T
74	Robinson, Jeffrey	Code Compliance Officer I	T
75	Carrillo, Stephanie	Code Compliance Officer I	T
76	Mondragon, Uriel	Code Compliance Officer I	T
77	Keller, Crystal M.	Animal Control Officer III	T
78	Nelson, Danika A.	Animal Control Officer III	T
79	Barron, Caitlin A.	Animal Control Officer II	T
80	Martinez, Mayra H.	Administrative Technician I	T
		<b>Finance</b>	
81	Ajobiewe, Stephen S.	Finance Manager	M
82	Friego, Jr., James D.	Management Analyst	T
83	Morales, Adrienne R.	Accountant II	T
84	Jacquez, Ana J.	Accountant I	T
85	Lee, Joyce M.	Senior Accounting Specialist	T
86	Curiel, Lizbeth	Senior Accounting Specialist	C
87	Hurtado, Claudia	Accounting Specialist III	T
88	Amphonpong, Samantha	Accounting Specialist II	C
89	Rodriguez, Lorena	Accounting Specialist I	T
90	Howard, Yajaira M.	Accounting Specialist I	T
		<b>Public Works</b>	
91	Hill, Bryant K.	Director of Public Works	E
92	Hernandez, Liset	Public Works Manager	M
93	Morales, Michael A.	Capital Improvement Project Manager	M
94	Alvarez, Ignacio	Operations Supervisor	S
95	Dain, Stacie X.	Management Analyst	T
96	Arreguin, Maria	NPDES Coordinator	T
97	Guthery, Linda M.	Senior Administrative Assistant	T
98	Rivera, Joseph A.	Landscape Maintenance District Inspector	T
99	Lemus, Juan G.	Public Works Crew Leader	T
100	Huerta, Zahid A.	Public Works Crew Leader	T
101	Ledesma, Hector H.	Public Works Crew Leader	T
102	Lucas, Michael J.	Mechanic	T
103	Banuelos, Gilbert	Maintenance Worker III	T
104	Ramirez, Vince A.	Maintenance Worker III	T
105	Salazar, Jaime A.	Maintenance Worker III	T
106	Hernandez, Adrian	Maintenance Worker III	T
107	Garay, Gregory V.	Maintenance Worker II	T
108	Correa, Daisy L.	Administrative Technician I	T
109	Guzman, Fortino A.	Maintenance Worker I	T
110	Barraza, Daniel A.	Maintenance Worker I	T
111	Mojica, Rafael	Maintenance Worker I	T
112	Peters, Andrew G.	Maintenance Worker I	T

**Exhibit “C”**

**2021-2022 City of Perris  
Salary Range Placement Schedule (Non-Management Only)**



Exhibit "C"

CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)						Annual Adjustment (MOU INCREASE )	
APPROXIMATELY 2.5% BETWEEN RANGES FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM						4.50%	
STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021						Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE	
Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
15		Hourly	\$11.8402	\$12.4323	\$13.0539	\$13.7066	\$14.3919
		Bi-weekly	\$947.22	\$994.58	\$1,044.31	\$1,096.53	\$1,151.36
		Monthly	\$2,052	\$2,155	\$2,263	\$2,376	\$2,495
		Annual	\$24,627.64	\$25,859.12	\$27,152.01	\$28,509.70	\$29,935.23
16	Intern I (High School)	Hourly	\$12.1362	\$12.7431	\$13.3802	\$14.0493	\$14.7517
		Bi-weekly	\$970.90	\$1,019.45	\$1,070.42	\$1,123.94	\$1,180.14
		Monthly	\$2,104	\$2,209	\$2,319	\$2,435	\$2,557
		Annual	\$25,243.38	\$26,505.74	\$27,830.86	\$29,222.47	\$30,683.62
17		Hourly	\$12.4396	\$13.0617	\$13.7147	\$14.4004	\$15.1205
		Bi-weekly	\$995.17	\$1,044.93	\$1,097.18	\$1,152.03	\$1,209.64
		Monthly	\$2,156	\$2,264	\$2,377	\$2,496	\$2,621
		Annual	\$25,874.39	\$27,168.30	\$28,526.66	\$29,952.87	\$31,450.67
18		Hourly	\$12.7506	\$13.3882	\$14.0576	\$14.7605	\$15.4986
		Bi-weekly	\$1,020.05	\$1,071.06	\$1,124.61	\$1,180.84	\$1,239.89
		Monthly	\$2,210	\$2,321	\$2,437	\$2,558	\$2,686
		Annual	\$26,521.34	\$27,847.48	\$29,239.77	\$30,701.94	\$32,237.06
19		Hourly	\$13.0693	\$13.7229	\$14.4091	\$15.1295	\$15.8860
		Bi-weekly	\$1,045.55	\$1,097.83	\$1,152.73	\$1,210.36	\$1,270.88
		Monthly	\$2,285	\$2,379	\$2,498	\$2,622	\$2,754
		Annual	\$27,184.24	\$28,543.62	\$29,970.86	\$31,469.33	\$33,042.78
20		Hourly	\$13.3962	\$14.0659	\$14.7692	\$15.5077	\$16.2831
		Bi-weekly	\$1,071.70	\$1,125.27	\$1,181.54	\$1,240.62	\$1,302.65
		Monthly	\$2,322	\$2,438	\$2,560	\$2,688	\$2,822
		Annual	\$27,864.10	\$29,257.07	\$30,719.92	\$32,256.05	\$33,868.86
21		Hourly	\$13.7311	\$14.4175	\$15.1385	\$15.8954	\$16.6902
		Bi-weekly	\$1,098.48	\$1,153.40	\$1,211.08	\$1,271.63	\$1,335.22
		Monthly	\$2,380	\$2,499	\$2,624	\$2,755	\$2,893
		Annual	\$28,560.59	\$29,988.50	\$31,487.99	\$33,062.46	\$34,715.63
22		Hourly	\$14.0744	\$14.7780	\$15.5170	\$16.2927	\$17.1074
		Bi-weekly	\$1,125.95	\$1,182.24	\$1,241.36	\$1,303.42	\$1,368.59
		Monthly	\$2,440	\$2,562	\$2,690	\$2,824	\$2,965
		Annual	\$29,274.71	\$30,738.24	\$32,275.39	\$33,888.87	\$35,583.44
23		Hourly	\$14.4262	\$15.1476	\$15.9049	\$16.7002	\$17.5351
		Bi-weekly	\$1,154.10	\$1,211.81	\$1,272.39	\$1,336.01	\$1,402.81
		Monthly	\$2,501	\$2,626	\$2,757	\$2,895	\$3,039
		Annual	\$30,006.48	\$31,506.99	\$33,082.13	\$34,736.32	\$36,472.95
24	Program Aide Recreation Leader I Intern II (Bachelor's)	Hourly	\$14.7868	\$15.5281	\$16.3025	\$17.1177	\$17.9735
		Bi-weekly	\$1,182.94	\$1,242.09	\$1,304.20	\$1,369.42	\$1,437.88
		Monthly	\$2,563	\$2,691	\$2,826	\$2,967	\$3,115
		Annual	\$30,756.56	\$32,294.39	\$33,909.23	\$35,604.81	\$37,384.86
25		Hourly	\$15.1566	\$15.9143	\$16.7101	\$17.5455	\$18.4228
		Bi-weekly	\$1,212.52	\$1,273.15	\$1,336.81	\$1,403.64	\$1,473.83
		Monthly	\$2,627	\$2,758	\$2,896	\$3,041	\$3,193
		Annual	\$31,525.65	\$33,101.81	\$34,757.02	\$36,494.67	\$38,319.50

<b>CITY OF PERRIS</b>						<b>Annual Adjustment</b>	
<b>SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)</b>						<b>(MOU INCREASE )</b>	
						<b>4.50%</b>	

APPROXIMATELY 2.5% BETWEEN RANGES  
 FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
 APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021

**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
26		Hourly	\$15,5354	\$16,3121	\$17,1278	\$17,9843	\$18,8834
		Bi-weekly	\$1,242.84	\$1,304.97	\$1,370.22	\$1,438.74	\$1,510.67
		Monthly	\$2,693	\$2,827	\$2,969	\$3,117	\$3,273
		Annual	\$32,313.73	\$33,929.24	\$35,625.84	\$37,407.25	\$39,277.55
27		Hourly	\$15,9238	\$16,7201	\$17,5560	\$18,4338	\$19,3555
		Bi-weekly	\$1,273.90	\$1,337.60	\$1,404.48	\$1,474.70	\$1,548.44
		Monthly	\$2,760	\$2,898	\$3,043	\$3,195	\$3,355
		Annual	\$33,121.49	\$34,777.71	\$36,516.38	\$38,342.23	\$40,259.34
28	Recreation Leader II Intern III (Master's) Park Ambassador	Hourly	\$16,3219	\$17,1381	\$17,9949	\$18,8947	\$19,8394
		Bi-weekly	\$1,305.75	\$1,371.05	\$1,439.59	\$1,511.58	\$1,587.15
		Monthly	\$2,829	\$2,971	\$3,119	\$3,275	\$3,439
		Annual	\$33,949.60	\$35,647.22	\$37,429.30	\$39,300.96	\$41,265.90
29		Hourly	\$16,7300	\$17,5664	\$18,4449	\$19,3670	\$20,3354
		Bi-weekly	\$1,338.40	\$1,405.31	\$1,475.59	\$1,549.36	\$1,626.83
		Monthly	\$2,900	\$3,045	\$3,197	\$3,357	\$3,525
		Annual	\$34,798.41	\$36,538.09	\$38,365.30	\$40,283.43	\$42,297.57
30		Hourly	\$17,1482	\$18,0056	\$18,9059	\$19,8513	\$20,8438
		Bi-weekly	\$1,371.86	\$1,440.45	\$1,512.48	\$1,588.10	\$1,667.50
		Monthly	\$2,972	\$3,121	\$3,277	\$3,441	\$3,613
		Annual	\$35,668.25	\$37,451.70	\$39,324.36	\$41,290.67	\$43,355.01
31		Hourly	\$17,5770	\$18,4558	\$19,3786	\$20,3474	\$21,3649
		Bi-weekly	\$1,406.16	\$1,476.46	\$1,550.29	\$1,627.80	\$1,709.19
		Monthly	\$3,047	\$3,199	\$3,359	\$3,527	\$3,703
		Annual	\$36,560.14	\$38,388.03	\$40,307.52	\$42,322.67	\$44,438.92
32		Hourly	\$18,0164	\$18,9172	\$19,8630	\$20,8562	\$21,8990
		Bi-weekly	\$1,441.31	\$1,513.38	\$1,589.04	\$1,668.49	\$1,751.92
		Monthly	\$3,123	\$3,279	\$3,443	\$3,615	\$3,796
		Annual	\$37,474.09	\$39,347.77	\$41,315.09	\$43,380.80	\$45,549.97
33		Hourly	\$18,4667	\$19,3900	\$20,3597	\$21,3776	\$22,4464
		Bi-weekly	\$1,477.34	\$1,551.20	\$1,628.77	\$1,710.21	\$1,795.71
		Monthly	\$3,201	\$3,361	\$3,529	\$3,705	\$3,891
		Annual	\$38,410.76	\$40,331.26	\$42,348.12	\$44,465.39	\$46,688.50
34	Custodian	Hourly	\$18,9285	\$19,8748	\$20,8685	\$21,9121	\$23,0076
		Bi-weekly	\$1,514.28	\$1,589.98	\$1,669.48	\$1,752.97	\$1,840.61
		Monthly	\$3,281	\$3,445	\$3,617	\$3,798	\$3,988
		Annual	\$39,371.18	\$41,339.52	\$43,406.58	\$45,577.11	\$47,855.87
35		Hourly	\$19,4016	\$20,3717	\$21,3903	\$22,4598	\$23,5829
		Bi-weekly	\$1,552.13	\$1,629.74	\$1,711.22	\$1,796.78	\$1,886.63
		Monthly	\$3,363	\$3,531	\$3,708	\$3,893	\$4,088
		Annual	\$40,355.35	\$42,373.22	\$44,491.85	\$46,716.32	\$49,052.41
36		Hourly	\$19,8867	\$20,8809	\$21,9251	\$23,0213	\$24,1723
		Bi-weekly	\$1,590.93	\$1,670.48	\$1,754.01	\$1,841.71	\$1,933.79
		Monthly	\$3,447	\$3,619	\$3,800	\$3,990	\$4,190
		Annual	\$41,364.29	\$43,432.36	\$45,604.25	\$47,884.36	\$50,278.46

**CITY OF PERRIS**  
**SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE ) **4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021

**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
37		Hourly	\$20.3838	\$21.4030	\$22.4731	\$23.5969	\$24.7766
		Bi-weekly	\$1,630.70	\$1,712.24	\$1,797.85	\$1,887.75	\$1,982.13
		Monthly	\$3,533	\$3,710	\$3,895	\$4,090	\$4,295
		Annual	\$42,398.32	\$44,518.31	\$46,744.14	\$49,081.58	\$51,535.39
38		Hourly	\$20.8935	\$21.9382	\$23.0350	\$24.1867	\$25.3961
		Bi-weekly	\$1,671.48	\$1,755.05	\$1,842.80	\$1,934.94	\$2,031.69
		Monthly	\$3,622	\$3,803	\$3,993	\$4,192	\$4,402
		Annual	\$43,458.49	\$45,631.39	\$47,912.86	\$50,308.32	\$52,823.87
39		Hourly	\$21.4158	\$22.4865	\$23.6109	\$24.7915	\$26.0310
		Bi-weekly	\$1,713.26	\$1,798.92	\$1,888.88	\$1,983.32	\$2,082.48
		Monthly	\$3,712	\$3,898	\$4,093	\$4,297	\$4,512
		Annual	\$44,544.77	\$46,771.96	\$49,110.76	\$51,566.26	\$54,144.58
40	Administrative Clerk Help Desk Assistant Maintenance Worker I Public Information Assistant	Hourly	\$21.9512	\$23.0487	\$24.2012	\$25.4113	\$26.6818
		Bi-weekly	\$1,756.10	\$1,843.90	\$1,936.10	\$2,032.90	\$2,134.55
		Monthly	\$3,805	\$3,995	\$4,195	\$4,405	\$4,625
		Annual	\$45,658.53	\$47,941.36	\$50,338.51	\$52,855.42	\$55,498.19
41	Accounting Assistant	Hourly	\$22.4999	\$23.6250	\$24.8062	\$26.0465	\$27.3487
		Bi-weekly	\$1,799.99	\$1,890.00	\$1,984.49	\$2,083.72	\$2,187.90
		Monthly	\$3,900	\$4,095	\$4,300	\$4,515	\$4,740
		Annual	\$46,799.78	\$49,139.93	\$51,596.80	\$54,176.81	\$56,885.39
42	Animal Control Officer I Community Development Technician I Water Maintenance Worker I	Hourly	\$23.0624	\$24.2156	\$25.4264	\$26.6976	\$28.0325
		Bi-weekly	\$1,844.99	\$1,937.24	\$2,034.11	\$2,135.81	\$2,242.60
		Monthly	\$3,997	\$4,197	\$4,407	\$4,628	\$4,859
		Annual	\$47,969.86	\$50,368.37	\$52,886.97	\$55,531.10	\$58,307.53
43	Accounting Specialist I	Hourly	\$23.6390	\$24.8210	\$26.0620	\$27.3651	\$28.7333
		Bi-weekly	\$1,891.12	\$1,985.68	\$2,084.96	\$2,189.20	\$2,298.67
		Monthly	\$4,097	\$4,302	\$4,517	\$4,743	\$4,980
		Annual	\$49,169.11	\$51,627.67	\$54,209.03	\$56,919.32	\$59,765.30
44	Administrative Technician I Development Services Assistant I Maintenance Worker II Program Assistant	Hourly	\$24.2299	\$25.4414	\$26.7136	\$28.0493	\$29.4516
		Bi-weekly	\$1,938.39	\$2,035.31	\$2,137.09	\$2,243.94	\$2,356.13
		Monthly	\$4,200	\$4,410	\$4,630	\$4,862	\$5,105
		Annual	\$50,398.22	\$52,918.18	\$55,564.35	\$58,342.48	\$61,259.36
45		Hourly	\$24.8357	\$26.0775	\$27.3814	\$28.7504	\$30.1880
		Bi-weekly	\$1,986.85	\$2,086.20	\$2,190.51	\$2,300.04	\$2,415.04
		Monthly	\$4,305	\$4,520	\$4,746	\$4,983	\$5,233
		Annual	\$51,658.20	\$54,241.26	\$56,953.24	\$59,800.92	\$62,791.09
46	Animal Control Officer II Community Development Technician II Water Maintenance Worker II	Hourly	\$25.4566	\$26.7294	\$28.0659	\$29.4692	\$30.9427
		Bi-weekly	\$2,036.53	\$2,138.36	\$2,245.27	\$2,357.54	\$2,475.42
		Monthly	\$4,412	\$4,633	\$4,865	\$5,108	\$5,363
		Annual	\$52,949.73	\$55,597.25	\$58,377.08	\$61,296.00	\$64,360.80
47	Accounting Specialist II Business License Specialist	Hourly	\$26.0930	\$27.3977	\$28.7676	\$30.2060	\$31.7163
		Bi-weekly	\$2,087.44	\$2,191.81	\$2,301.41	\$2,416.48	\$2,537.30
		Monthly	\$4,523	\$4,749	\$4,986	\$5,236	\$5,497
		Annual	\$54,273.49	\$56,987.17	\$59,836.54	\$62,828.40	\$65,969.87

**CITY OF PERRIS**  
**SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE) **4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021

**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
48	Administrative Technician II	Hourly	\$26,7454	\$28,0827	\$29,4868	\$30,9611	\$32,5091
	Building Technician I	Bi-weekly	\$2,139.63	\$2,246.62	\$2,358.95	\$2,476.89	\$2,600.73
	Development Services Assistant II	Monthly	\$4,636	\$4,868	\$5,111	\$5,367	\$5,635
	Maintenance Worker III	Annual	\$55,630.50	\$58,412.02	\$61,332.64	\$64,399.14	\$67,618.98
49		Hourly	\$27,4140	\$28,7847	\$30,2239	\$31,7352	\$33,3219
		Bi-weekly	\$2,193.12	\$2,302.78	\$2,417.91	\$2,538.82	\$2,665.75
		Monthly	\$4,752	\$4,989	\$5,239	\$5,501	\$5,776
		Annual	\$57,021.09	\$59,872.16	\$62,865.72	\$66,009.23	\$69,309.47
50	Animal Control Officer III	Hourly	\$28,0993	\$29,5043	\$30,9796	\$32,5285	\$34,1550
	Community Development Technician III	Bi-weekly	\$2,247.95	\$2,360.34	\$2,478.36	\$2,602.28	\$2,732.40
	Health Educator	Monthly	\$4,871	\$5,114	\$5,370	\$5,638	\$5,920
	Human Resources Technician I	Annual	\$58,446.63	\$61,368.94	\$64,437.47	\$67,659.35	\$71,042.37
	Recreation Coordinator						
Senior Center Coordinator							
Water Maintenance Worker III							
51	Accounting Specialist III	Hourly	\$28,8018	\$30,2418	\$31,7540	\$33,3418	\$35,0088
	Assessment District Specialist	Bi-weekly	\$2,304.15	\$2,419.35	\$2,540.32	\$2,667.34	\$2,800.71
		Monthly	\$4,992	\$5,242	\$5,504	\$5,779	\$6,068
		Annual	\$59,907.78	\$62,903.04	\$66,048.24	\$69,350.86	\$72,818.35
52	Administrative Technician III	Hourly	\$29,5219	\$30,9980	\$32,5479	\$34,1752	\$35,8840
	Building Technician II	Bi-weekly	\$2,361.75	\$2,479.84	\$2,603.84	\$2,734.02	\$2,870.72
	Code Compliance Officer I	Monthly	\$5,117	\$5,373	\$5,642	\$5,924	\$6,220
	Development Services Assistant III	Annual	\$61,405.58	\$64,475.81	\$67,699.72	\$71,084.43	\$74,638.77
	Facilities Maintenance Specialist						
Landscape Maintenance District Inspector							
Mechanic							
Program Coordinator							
53		Hourly	\$30,2599	\$31,7729	\$33,3615	\$35,0297	\$36,7811
		Bi-weekly	\$2,420.80	\$2,541.83	\$2,668.92	\$2,802.38	\$2,942.49
		Monthly	\$5,245	\$5,507	\$5,783	\$6,072	\$6,375
		Annual	\$62,940.70	\$66,087.59	\$69,391.91	\$72,861.77	\$76,504.66
54	Human Resources Technician II	Hourly	\$31,0164	\$32,5672	\$34,1956	\$35,9054	\$37,7007
	Lead Water Maintenance Worker	Bi-weekly	\$2,481.31	\$2,605.38	\$2,735.65	\$2,872.43	\$3,016.05
	Senior Animal Control Officer	Monthly	\$5,376	\$5,645	\$5,927	\$6,224	\$6,535
		Annual	\$64,514.14	\$67,739.75	\$71,126.84	\$74,683.22	\$78,417.36
55	Management Assistant	Hourly	\$31,7918	\$33,3814	\$35,0506	\$36,8031	\$38,6432
	Senior Accounting Specialist	Bi-weekly	\$2,543.34	\$2,670.51	\$2,804.05	\$2,944.25	\$3,091.46
	Special Districts Inspector	Monthly	\$5,511	\$5,786	\$6,075	\$6,379	\$6,698
		Annual	\$66,126.95	\$69,433.30	\$72,905.20	\$76,550.46	\$80,377.90
56	Building Technician III	Hourly	\$32,5866	\$34,2160	\$35,9268	\$37,7232	\$39,6093
	Code Compliance Officer II	Bi-weekly	\$2,606.93	\$2,737.28	\$2,874.14	\$3,017.85	\$3,168.74
	Facilities Coordinator	Monthly	\$5,648	\$5,931	\$6,227	\$6,539	\$6,866
	Parks Coordinator	Annual	\$67,780.12	\$71,169.25	\$74,727.66	\$78,464.18	\$82,387.28
	Senior Administrative Assistant						
Senior Mechanic							
Senior Recreation Coordinator							

**CITY OF PERRIS**  
**SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE) **4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021  
**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
57		Hourly	\$33,401.3	\$35,071.3	\$36,825.0	\$38,666.2	\$40,599.5
		Bi-weekly	\$2,672.10	\$2,805.70	\$2,946.00	\$3,093.30	\$3,247.96
		Monthly	\$5,790	\$6,079	\$6,383	\$6,702	\$7,037
		Annual	\$69,474.68	\$72,948.28	\$76,595.92	\$80,425.73	\$84,446.88
58	Accountant I	Hourly	\$34,236.4	\$35,948.1	\$37,745.5	\$39,632.8	\$41,614.4
	Audiovisual Specialist	Bi-weekly	\$2,738.91	\$2,875.85	\$3,019.64	\$3,170.62	\$3,329.16
	Combination Inspector I	Monthly	\$5,934	\$6,231	\$6,543	\$6,870	\$7,213
	Human Resources Technician III	Annual	\$71,211.65	\$74,772.10	\$78,510.65	\$82,436.14	\$86,558.04
	Information Technology Support Technician						
NPDES Coordinator							
59	Parks Crew Leader	Hourly	\$35,092.2	\$36,846.8	\$38,689.2	\$40,623.6	\$42,654.9
	Public Works Crew Leader	Bi-weekly	\$2,807.37	\$2,947.75	\$3,095.14	\$3,249.89	\$3,412.39
		Monthly	\$6,083	\$6,387	\$6,706	\$7,041	\$7,394
		Annual	\$72,991.71	\$76,641.38	\$80,473.56	\$84,497.09	\$88,722.13
60	Code Compliance Officer III	Hourly	\$35,969.5	\$37,768.0	\$39,656.4	\$41,639.2	\$43,721.2
	Fire Prevention Inspector	Bi-weekly	\$2,877.56	\$3,021.44	\$3,172.51	\$3,331.14	\$3,497.70
		Monthly	\$6,235	\$6,546	\$6,874	\$7,217	\$7,578
		Annual	\$74,816.54	\$78,557.47	\$82,485.33	\$86,609.61	\$90,940.16
61	Assistant Planner	Hourly	\$36,868.8	\$38,712.2	\$40,647.9	\$42,680.2	\$44,814.2
	Project Coordinator	Bi-weekly	\$2,949.51	\$3,096.98	\$3,251.83	\$3,414.41	\$3,585.13
		Monthly	\$6,391	\$6,710	\$7,046	\$7,398	\$7,768
		Annual	\$76,887.18	\$80,521.40	\$84,547.64	\$88,774.71	\$93,213.48
62	Accountant II	Hourly	\$37,790.5	\$39,680.1	\$41,664.0	\$43,747.2	\$45,934.5
	Combination Inspector II	Bi-weekly	\$3,023.24	\$3,174.40	\$3,333.12	\$3,499.77	\$3,674.76
	Deputy City Clerk	Monthly	\$6,550	\$6,878	\$7,222	\$7,583	\$7,962
	Human Resources Analyst	Annual	\$78,604.29	\$82,534.52	\$86,661.18	\$90,994.10	\$95,543.80
	Management Analyst						
Special Districts Coordinator							
63	Assistant City Clerk	Hourly	\$38,735.2	\$40,672.0	\$42,705.6	\$44,840.9	\$47,082.9
	Construction Manager	Bi-weekly	\$3,098.82	\$3,253.76	\$3,416.45	\$3,587.27	\$3,766.63
	Executive Assistant	Monthly	\$6,714	\$7,050	\$7,402	\$7,772	\$8,161
		Annual	\$80,569.23	\$84,597.85	\$88,827.64	\$93,269.12	\$97,932.48
64		Hourly	\$39,703.7	\$41,688.8	\$43,773.3	\$45,961.9	\$48,260.0
		Bi-weekly	\$3,176.30	\$3,335.11	\$3,501.86	\$3,676.95	\$3,860.80
		Monthly	\$6,882	\$7,226	\$7,587	\$7,967	\$8,365
		Annual	\$82,583.71	\$86,712.74	\$91,048.38	\$95,600.80	\$100,380.86
65	Associate Planner	Hourly	\$40,696.2	\$42,731.0	\$44,867.7	\$47,110.0	\$49,466.5
	Plans Examiner	Bi-weekly	\$3,255.69	\$3,418.48	\$3,589.41	\$3,768.88	\$3,957.32
	Project Manager	Monthly	\$7,054	\$7,407	\$7,777	\$8,166	\$8,574
	Public Information Officer	Annual	\$84,648.06	\$88,880.56	\$93,324.76	\$97,990.83	\$102,890.30
	Senior Code Compliance Officer						

**CITY OF PERRIS**

**SALARY RANGE PLACEMENT SCHEDULE (NON MANAGEMENT ONLY)**

**Annual Adjustment  
(MOU INCREASE )**

**4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021

**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
66	Combination Inspector III	Hourly	\$41,7136	\$43,7994	\$45,9893	\$48,2887	\$50,7031
		Bi-weekly	\$3,337.09	\$3,503.95	\$3,679.15	\$3,863.10	\$4,056.25
		Monthly	\$7,230	\$7,592	\$7,971	\$8,370	\$8,789
		Annual	\$86,764.31	\$91,102.66	\$95,657.79	\$100,440.56	\$105,462.51
67		Hourly	\$42,7565	\$44,8943	\$47,1390	\$49,4960	\$51,9708
		Bi-weekly	\$3,420.52	\$3,591.54	\$3,771.12	\$3,959.68	\$4,157.66
		Monthly	\$7,411	\$7,782	\$8,171	\$8,579	\$9,008
		Annual	\$88,933.48	\$93,380.06	\$98,049.18	\$102,951.71	\$108,099.17
68		Hourly	\$43,8255	\$46,0167	\$48,3174	\$50,7333	\$53,2700
		Bi-weekly	\$3,506.04	\$3,681.34	\$3,865.40	\$4,058.66	\$4,261.60
		Monthly	\$7,596	\$7,976	\$8,375	\$8,794	\$9,233
		Annual	\$91,156.94	\$95,714.79	\$100,500.27	\$105,525.27	\$110,801.65
69	Senior Planner Senior Plans Examiner Senior Projects Planner	Hourly	\$44,9210	\$47,1671	\$49,5254	\$52,0017	\$54,6018
		Bi-weekly	\$3,593.68	\$3,773.37	\$3,962.03	\$4,160.14	\$4,368.14
		Monthly	\$7,786	\$8,176	\$8,584	\$9,014	\$9,464
		Annual	\$93,435.69	\$98,107.53	\$103,012.77	\$108,163.63	\$113,571.64
70	Senior Combination Inspector Grants Manager	Hourly	\$46,0441	\$48,3463	\$50,7636	\$53,3018	\$55,9669
		Bi-weekly	\$3,683.53	\$3,867.70	\$4,061.09	\$4,264.15	\$4,477.35
		Monthly	\$7,981	\$8,380	\$8,799	\$9,239	\$9,701
		Annual	\$95,771.78	\$100,560.32	\$105,588.37	\$110,867.81	\$116,411.18

**Attachment 2**

**Resolution Number (Next in Order)  
Amending the Schedule of Salary and Benefits for Management Employees**

**RESOLUTION NUMBER (NEXT IN ORDER)**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING AND RESTATING THE PREVIOUSLY ADOPTED "CITY OF PERRIS SCHEDULE OF SALARY AND BENEFITS FOR MANAGEMENT EMPLOYEES" AND MAKING CERTAIN BENEFITS APPLICABLE TO THE CITY MANAGER; AND APPROVING, ADOPTING, AND IMPLEMENTING THE 2021-2022 CITY OF PERRIS SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)***

**WHEREAS**, Section 36506 of the California Government Code requires that the City Council fix the compensation of all appointive officers and employees by resolution or ordinance; and

**WHEREAS**, the City Council has historically adopted a resolution, as amended and restated from time to time, referred to as the "City of Perris Schedule of Salary and Benefits For Management Employees" to memorialize the salaries and benefits to be provided to certain designated central management employees, the City's department directors, as distinguished from mid-management, classified, and/or other City employees; and

**WHEREAS**, on October 27, 2020, the City Council most recently adopted the "City of Perris Schedule of Salary and Benefits For Management Employees" with approval of Resolution No. 5721, which amended and restated the "City of Perris Amended Schedule of Salary and Benefits For Management Employees;" and

**WHEREAS**, the City Council now desires to further amend and restate by resolution the "City of Perris Schedule of Salary and Benefits For Management Employees;" and

**WHEREAS**, the City Council adopted a resolution approving a Tentative Agreement and a successor Memorandum of Understanding between the City of Perris and the California Teamsters Public, Professional And Medical Employees Union, Local 911 ("Union") for the period of July 1, 2021 through June 30, 2022 and further approving the same level of benefits under applicable provisions for Non-Represented Confidential Employees; and

**WHEREAS**, in accordance with the Schedule of Salary and Benefits for Management Employees Article I Section 1.3, management employees shall receive at minimal the same benefits as those offered to City employees who are covered by the Memorandum of Understanding between the City of Perris and the Union effective July 1, 2021 through June 30, 2022 for specified provisions of the Union MOU, including longevity pay, holidays, vacation leave, sick leave, pay day and parking, training school fees, education reimbursement, fringe benefits, State disability insurance, and retirement benefits ("Schedule"); and

**WHEREAS**, by this Resolution, the "City of Perris Amended Schedule of Salary and Benefits for Management Employees" will be amended and restated as follows:



**Salary and Wage Increases:**

Affected Employees will receive a salary increase of 4.5% effective as soon as practicable in accordance with the 2021-2022 City of Perris Salary July 1, 2021.

**Telework Option:**

Affected Employees group is proposing to have the same option to telework at least one (1) day per work week, upon the City's meet and confer with the Teamsters Local 911 Union, within 90 calendar days of the adoption of the successor 2021-2022 MOU.

**Flexible Savings Account (FSA):**

Affected Employees will receive a pre-tax Flexible Spending Account (FSA) for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable and implemented by the City.

**WHEREAS**, the City Manager shall receive certain benefits as those provided to management employees in the Schedule as described herein; and

**WHEREAS**, the City Council desires to amend certain other provisions of the City of Perris Amended Schedule of Salary and Benefits – Management Employees; and

**WHEREAS**, the City contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

**WHEREAS**, California Code of Regulations, Title 2, Section 570.5 requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

**WHEREAS**, the pay schedule must identify each position by title, the individual pay rate amount or ranges for that position, and the time base upon which the amounts are based; and

**WHEREAS**, the City Council now desires to update its publicly available pay schedule to reflect, where applicable, the changes made in the "City of Perris Amended Schedule of Salary and Benefits – Management Employees" in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5; and

**WHEREAS**, the City Council desires to approve, adopt, and implement the 2021-2022 City of Perris Salary Range Placement Schedule (Management Only) pursuant to the requirements of California Code of Regulations, Title 2, Section 570.5.

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

Section 1. The "City of Perris Amended Schedule of Salary and Benefits – Management Employees," attached hereto as Exhibit "A" is hereby approved and adopted to be effective commencing July 1, 2021, and continuing until June 30, 2022, or until amended by resolution of the City Council.

Section 2. Except as otherwise governed by a written contract between the City Manager and the City, the City Manager shall receive the same benefits as the benefits provided in Section 1.3 of the “City of Perris Amended Schedule of Salary and Benefits – Management Employees.” For the purposes of the provision of such benefits, the City Manager shall be considered to be in the “Executive Class.”

Section 3. In accordance with California Code of Regulations, Title 2, Section 570.5, the City Council of the City of Perris does hereby approve, adopt, and implement the publicly available 2021-2022 City of Perris Salary Range Placement Schedule (Management Only) (“Schedule”) for management employees (as more particular described in the Schedule), a copy of said Schedule being attached hereto as Exhibit “B” and by this reference made a part hereof. The Schedule shall be effective the first full payroll after July 1, 2021.

Section 4. Any and all prior resolutions or agreements establishing salary and benefits for Management Employees designated in Exhibit “A” are hereby replaced and superseded by the 2021-2022 City of Perris Salary Range Placement Schedule (Management Only).

***ADOPTED, SIGNED and APPROVED*** this 9th day of November 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 9th day of November, 2021, and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

Exhibit A – Amended Schedule of Salary and Benefits – Management Employees  
Exhibit B – Salary Range Placement Schedule (Management Only) 2021-2022

Exhibit "A"  
*RESOLUTION NUMBER (NEXT IN ORDER)*

City of Perris Amended Schedule of Salary and Benefits –  
Management Employees

**EXHIBIT "A"**  
**RESOLUTION NUMBER (NEXT IN ORDER)**

**CITY OF PERRIS**  
**AMENDED SCHEDULE OF SALARY AND BENEFITS --**  
**MANAGEMENT EMPLOYEES**

**ARTICLE I**

**GENERAL**

**Section 1.1 AFFECTED EMPLOYEES.** This Schedule of Salary and Benefits (the "Schedule") shall be in force and effect for the following classifications of Management Employees with the City of Perris, herein the "Affected Employees":

**Executive Class:**

Assistant City Manager  
Deputy City Manager  
Director of Administrative Services  
Director of Building and Code Enforcement  
Director of Community Services and Housing  
Director of Development Services  
Director of Finance  
Director of Planning and Economic Development  
Director of Public Works

**Management Class**

Assistant Director of Administrative Services  
Assistant Director of Community Services and Housing  
Assistant Director of Development Services  
Assistant Director of Finance  
Assistant Director of Public Works  
Chief Information Officer  
Building Official  
Building and Safety Manager  
Capital Improvement Project Manager  
Code Enforcement Manager  
Community Services Manager  
Economic Development and Housing Manager  
Finance Manager  
Housing Manager  
Human Resources and Risk Manager  
Information Technology Manager  
Park Services Manager  
Planning Manager

Public Works Manager

Supervisory Class:

Accounting Supervisor  
Code Compliance Supervisor  
Community Services Supervisor  
Counter Services Supervisor  
Human Resources and Risk Supervisor  
Information Technology Supervisor  
Operations Supervisor  
Principal Management Analyst  
Principal Planner  
Public Health Supervisor  
Public Works Supervisor  
Parks Supervisor  
Special Districts Supervisor

**Section 1.2 NEW POSITIONS/CLASSIFICATIONS.** For future new Management Employee positions/classifications not listed in this Section at the time this Schedule is adopted, the City Manager shall be authorized to add, reclassify, eliminate and determine the applicable Class (Executive, Management, or Supervisory) until such time as this Schedule is amended to reflect the new position/classification.

**Section 1.3 GENERAL BENEFITS AND CONDITIONS.** Except as expressly modified or provided in this Schedule or by written contract, Affected Employees shall receive the same benefits as those offered to City employees who are covered by the Memorandum of Understanding between the City of Perris and the Local 911 of the California Teamsters Union effective July 1, 2020 through June 30, 2021 (the "MOU") under the following specified provisions of the MOU:

- (a) 16.0 – Longevity Pay;
- (b) 17.0 – Holidays;
- (c) 18.0 – Vacation Leave;
- (d) 19.0 – Sick-Related Leave;
- (e) 28.0 – Pay Day and Parking;
- (f) 29.0 – Training School Fees
- (g) 30.0 – Educational Reimbursement;
- (h) 31.0 – Fringe Benefits;
- (i) 32.0 – State Disability Insurance;

(j) 33.0 – Retirement Benefits.

As an example only, medical insurance and retirement benefits are the same for Affected Employees and employees covered by the MOU.

**Section 1.4 FLSA EXEMPT STATUS.** The City designates Affected Employees as exempt employees for purposes of the Fair Labor Standards Act. The City shall comply with all applicable State and Federal standards, regulations and laws relative to its designations of Affected Employees as exempt employees for FLSA purposes.

**Section 1.5 SERVICE.** The word "service," as used in this Schedule, shall be defined to mean continuous, full-time service in the Affected Employee's present classification, service in a higher classification, or service in a classification allocated to the same salary range and having generally similar duties and requirements. A lapse of service by an Affected Employee for a period of time longer than thirty (30) calendar days by reason of resignation or discharge, shall serve to eliminate the accumulated length of service time of such Affected Employee for the purpose of compensation eligibility and leave accrual under this Schedule. Such Affected Employee reentering service with the City shall be considered as a new employee.

**Section 1.6 EMPLOYMENT STATUS.** The following positions works are deemed to be "at-will" employees serving solely at the pleasure of the City Manager and are subject to dismissal at the pleasure of the City Manager: Assistant City Manager, Deputy City Manager, Director Administrative Services, Director of Building and Code Enforcement, Director of Community Services and Housing, Director of Development Services, Director of Finance, Director of Planning and Economic Development and the Director of Public Works. Any Affected Employee an at-will position may be terminated from his/her service with the City without any cause whatsoever, with or without notice, and without any right to a hearing, including any so-called "Skelly" rights. In the event of such termination, the sole and entire right of any Affected Employee shall be to receive any compensation which vested prior to the date of the termination. The remaining Affected Employees within the Management and Supervisory Classes are deemed to be in the Classified Service and subject to the employment status provided in the City of Perris' Personnel Rules and Regulations (the "Personnel Rules").

**Section 1.7 INTERPRETATION.** The City Manager shall be authorized to make any interpretation necessary to implement this Schedule, including but not limited to resolving any conflicts with the MOU or Personnel Rules. The City Manager's determination shall be final.

## ARTICLE II

### SALARY

**Section 2.1 BASIC SALARY SCHEDULE.** The basic salary schedule for all Affected Employees who are now employed, or will in the future be employed, is contained in the City of Perris Salary Range Placement, which originated in 2004 and is most recently amended as provided herein. The salary schedule pertaining to Affected Employees consists of a range of pay available and identified by a position number and is attached hereto as Exhibit "B". The City Manager shall be authorized to establish or amend salary ranges consistent with labor market salaries for any new or existing positions to effectively manage City operations.

For the purpose of calculating hourly wages as they pertain to payment of accrued leaves specifically provided for in this Schedule or for any other hourly rate determination, the hourly rate of pay shall be the monthly rate identified in the Salary Range Placement Schedule, multiplied by twelve (12) and divided by 2080 rounded to the nearest cent.

**Section 2.2 LEVEL OF COMPENSATION.** Affected Employees shall initially be placed, at time of appointment by the City Manager, at a level of compensation at any step within the applicable ranges set forth in the Salary Range Placement Schedule. Initial placement, periodic evaluations, and periodic increases or decreases shall be determined by the City Manager on a merit basis in accordance with the City's Personnel Rules, as applicable to Affected Employees.

**Section 2.3 WAGE INCREASES.** In accordance with Section 1.2 of this Schedule and the MOU, Affected Employees shall receive a salary increase of 4.5% effective with the first full payroll after July 1, 2021.

**Section 2.4 MASTER'S DEGREE INCENTIVE PROGRAM.** Effective with the first full payroll in July, 2017, each Affected Employee who holds a verified Master's degree from an Accredited University will be eligible to receive a seven (7%) percent incentive pay to their annual salary.

**Section 2.5 BACHELOR'S DEGREE INCENTIVE PROGRAM.** Effective with the first full payroll in July, 2017, each Affected Employee who holds a verified Bachelor's degree from an Accredited University, who's current position's classification specification does not require a Bachelor's degree as a minimum qualification, will be eligible to receive a five (5%) percent incentive pay to their annual salary.

### ARTICLE III

#### **OTHER COMPENSATION AND BENEFITS**

**Section 3.1 EDUCATIONAL REIMBURSEMENT.** Affected Employees shall be eligible to receive educational reimbursement up to a maximum amount of two thousand five hundred (\$2,500) dollars per fiscal year. Specific courses, degree and certificate programs require authorization by the City Manager prior to enrollment.

**Section 3.2 AUTOMOBILE ALLOWANCE.** Affected Employees shall receive a monthly automobile allowance or be assigned a City-owned vehicle as follows:

Executive Class: \$500  
Management Class: \$500

For employees hired after October 27, 2020 into the positions of Director of Administrative Services, Director of Finance, and/or Finance Manager, they are excluded from automobile allowance benefits. The City Manager may in his or her discretion assign a City-owned vehicle to any Affected Employee whose primary duties require extensive field work. An assigned vehicle shall be in lieu of a cash automobile allowance.

**Section 3.3 CELL PHONES.** The City Manager may in his or her discretion assign a City-owned cell phone to any Affected Employee.



**Section 3.4 LIFE INSURANCE.** The City shall contribute the full amount of the premium for an Affected Employee for minimal insurance coverage that is sufficient to provide no less than two (2) times the Affected Employee's annual base salary.

**Section 3.5 LONG TERM DISABILITY INSURANCE.** The City shall contribute the full amount of the premium for a policy of group long-term disability insurance for Affected Employees.

**Section 3.6 FLEXIBLE SAVINGS ACCOUNT (FSA).** Affected Employees will receive a pre-tax Flexible Spending Account (FSA) for medical expenses and a pre-tax Flexible Spending Account (FSA) for dependent care expenses, effective as soon as practicable.

**Section 3.7 DENTAL PLAN.** The City shall contribute up to \$200 for monthly premiums toward either a Health Maintenance Organization (HMO) or Preferred Plan Option (PPO) dental plan for each Affected Employee, as elected by the Affected Employee.

**Section 3.8 VISION CARE REIMBURSEMENT.** Affected Employees shall be eligible for vision care reimbursement not to exceed the following annual amounts per fiscal year:

Executive Class:	\$850
Management Class:	\$850
Supervisory Class:	\$850

**Section 3.9 DEFERRED COMPENSATION – MATCHING CONTRIBUTIONS.** The City shall match the contributions of Affected Employees to the deferred compensation program up to the following amounts:

Executive Class:	up to six (6%) percent of annual salary
Management Class:	up to five (5%) percent of annual salary
Supervisory Class:	up to five (5%) percent of annual salary

## ARTICLE IV

### VACATION LEAVE

**Section 4.1 VACATION LEAVE ACCRUAL.** Affected Employees shall accrue vacation leave in accordance with the formula contained in the MOU.

**Section 4.2 MAXIMUM ACCRUAL.** An Affected Employee may accrue vacation leave up to the following maximum amounts:

Executive Class:	540 hours
Management Class:	500 hours
Supervisory Class:	460 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue vacation leave until the balance of accrued vacation leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for herein.

Any vacation leave accrued by an Affected Employee shall remain vested to the Affected Employee and shall not be changed or altered by the City.

**Section 4.3 UTILIZATION OF VACATION LEAVE.** Utilization of vacation leave shall be scheduled through the City Manager and/or his or her designee, who shall, in his or her sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of vacation leave, the City Manager may consider such factors as the preferences of an Affected Employee, the availability of staff to assume the duties of the Affected Employee, the factors of City business on the portion of the Affected Employee, and the overall staffing and other needs of the City. No Affected Employee shall be eligible to utilize accrued vacation leave during the Affected Employee's initial probationary period, unless explicitly approved by the City Manager.

**Section 4.4 ANNUAL CONVERSION OF UNUSED VACATION LEAVE.** Once annually, all vacation leave accrued and unused above one hundred twenty (120) hours may be converted into a cash payment at the current hourly rate of the Affected Employee, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. No request for conversion shall be granted unless first approved by the City Manager.

**Section 4.5 CONVERSION OF UNUSED VACATION LEAVE AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued vacation leave earned to the effective date of the separation, up to the maximum prescribed in Section 4.2 of this Schedule. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. In the event of the death of an Affected Employee, payment for accrued and unused vacation leave shall be paid to the beneficiary designated by the Affected Employee or as provided by law. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the spouse or estate of the Affected Employee as required by law.

## ARTICLE V

### **ADMINISTRATIVE LEAVE**

**Section 5.1 ADMINISTRATIVE LEAVE ACCRUAL.** Affected Employees shall accrue administrative leave at the rate of twelve (12) days per year of service.

**Section 5.2 MAXIMUM ACCRUAL.** An Affected Employee may accrue administrative leave up to the following maximum amounts:

Executive Class:	420 hours
Management Class:	380 hours
Supervisory Class:	340 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue administrative leave until the balance of accrued administrative leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for

herein. Any administrative leave accrued by an Affected Employee shall remain vested to the Affected Employee and shall not be changed or altered by the City.

**Section 5.3 UTILIZATION OF ADMINISTRATIVE LEAVE.** Utilization of administrative leave shall be scheduled through the City Manager who shall, in his or her sole discretion, determine when and whether to permit such leave. In making a determination when and whether to permit utilization of administrative leave, the City Manager may consider such factors as the preferences of an Affected Employee, the availability of staff to assume the duties of the Affected Employee, the factors of City business on the portion of the Affected Employee, and the overall staffing and other needs of the City.

**Section 5.4 ANNUAL CONVERSION OF UNUSED ADMINISTRATIVE LEAVE.** Once annually, all administrative leave accrued and unused above one hundred twenty (120) hours may be converted into a cash payment at the then current hourly rate of the Affected Employee, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. No request for conversion shall be granted unless first approved by the City Manager.

**Section 5.5 CONVERSION OF UNUSED ADMINISTRATIVE LEAVE AT SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued administrative leave earned to the effective date of the separation, up to the maximum prescribed in Section 5.2 of this Schedule. Payment shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination. In the event of the death of an Affected Employee, payment for accrued and unused administrative leave shall be paid to the beneficiary designated by the Affected Employee or as otherwise required by law. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the spouse or estate of the Affected Employee as required by law.

## **ARTICLE VI**

### **SICK LEAVE**

**Section 6.1 SICK LEAVE ACCRUAL.** Affected Employees shall accrue sick leave in accordance with the formula contained in the MOU.

**Section 6.2 MAXIMUM ACCRUAL.** An Affected Employee may accrue sick leave up to the following maximum amounts:

Executive Class:	460 hours
Management Class:	420 hours
Supervisory Class:	380 hours

When an Affected Employee has reached the applicable maximum accrual he/she shall cease to accrue sick leave until the balance of accrued sick leave has fallen below this maximum accrual, at which time such Affected Employee shall resume accrual at the rate provided for herein.

**Section 6.3 REPORTING AND UTILIZATION OF SICK LEAVE.** An Affected Employee shall submit a "Leave Request" form to the City Manager no less than twenty-four (24) hours prior to taking sick leave for pre-scheduled medical appointments.

An Affected Employee unable to report to work due to illness shall inform the City Manager of his/her absence no later than one-half (1/2) hour after the regular start of the Affected Employee's workday. Failure to report the intended absence may result in disciplinary action.

The City Manager, in his or her sole discretion, may require an Affected Employee to submit a Doctor's verification of an Affected Employee's illness and inability to perform assigned duties prior to approving sick leave with pay.

The City Manager, in his or her sole discretion, may permit an Affected Employee to utilize sick leave for medically related issues of the Affected Employee or of a family member.

**Section 6.4 ANNUAL CONVERSION OF ACCRUED SICK LEAVE.** Once annually, all sick leave accrued and unused above forty (40) hours may be converted into a cash payment, but not to exceed one hundred twenty (120) hours in any one (1) fiscal year. The first forty (40) hours converted shall be at the current hourly rate of the Affected Employee, and any additional hours converted shall be at one-half (1/2) of the current hourly rate. No request for conversion shall be granted unless first approved by the City Manager.

**Section 6.5 CONVERSION OF UNUSED SICK LEAVE UPON SEPARATION.** Affected Employees who voluntarily or involuntarily separate from employment with the City shall be paid in a lump sum for all accrued sick leave earned to the effective date of the separation, up to the maximum prescribed in Section 6.2 of this Schedule. Payment for the first forty (40) hours of unused sick leave shall be at the same hourly rate of pay as was authorized for the Affected Employee at the effective date of termination, and any remaining hours converted shall be at one-half (1/2) of the hourly rate. In the event of the death of an Affected Employee, payment for accrued and unused sick leave shall be paid to the beneficiary designated by the Affected Employee. Such designation shall have been in writing, signed by the Affected Employee and filed with the Personnel Officer. In the event an Affected Employee has not designated a beneficiary, the payment shall be made to the estate of the Affected Employee.

## **ARTICLE VII**

### **EFFECTIVE DATE**

**EFFECTIVE DATE; AMENDMENTS.** This Schedule of Salary and Benefits shall be effective as of July 1, 2021 and until June 30, 2022, or until amended. This Schedule authorizes the City by means of the City Manager to execute, implement, modify as permitted and interpret the Schedule as deemed necessary to effectively manage City operations during the time period covered by this Resolution. The City Council retains the right to amend, modify or supersede the benefits contained herein, by resolution of the Council.

Exhibit "B"  
*RESOLUTION NUMBER (NEXT IN ORDER)*

2021-2022 City of Perris  
Salary Range Placement Schedule (Management Only)

Exhibit "B"

CITY OF PERRIS		SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)					Annual Adjustment (MOU INCREASE)	
							4.50%	
APPROXIMATELY 2.5% BETWEEN RANGES FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM								
STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021 <b>Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE</b>								
Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E	
63	Community Services Supervisor	Hourly	\$38,582.00	\$40,511.20	\$42,536.70	\$44,663.50	\$46,896.70	
	Information Technology Supervisor	Bi-weekly	\$3,086.56	\$3,240.89	\$3,402.93	\$3,573.08	\$3,751.73	
	Parks Supervisor	Monthly	\$6,688	\$7,022	\$7,373	\$7,742	\$8,129	
	Public Health Supervisor	Annual	\$80,251	\$84,263	\$88,476	\$92,900	\$97,545	
	Public Works Supervisor							
	Operations Supervisor Special Districts Supervisor							
70	Accounting Supervisor	Hourly	\$45,862.00	\$48,155.10	\$50,562.80	\$53,091.00	\$55,745.50	
		Bi-weekly	\$3,668.96	\$3,852.41	\$4,045.03	\$4,247.28	\$4,459.64	
		Monthly	\$7,949	\$8,347	\$8,764	\$9,202	\$9,663	
		Annual	\$95,393	\$100,163	\$105,171	\$110,429	\$115,951	
71		Hourly	\$47,008.40	\$49,358.90	\$51,826.90	\$54,418.30	\$57,139.10	
		Bi-weekly	\$3,760.68	\$3,948.71	\$4,146.15	\$4,353.46	\$4,571.13	
		Monthly	\$8,148	\$8,556	\$8,983	\$9,432	\$9,904	
		Annual	\$97,778	\$102,666	\$107,800	\$113,190	\$118,849	
72	Code Compliance Supervisor Counter Services Supervisor Human Resources and Risk Supervisor Principal Management Analyst	Hourly	\$48,183.70	\$50,592.90	\$53,122.50	\$55,778.70	\$58,567.60	
		Bi-weekly	\$3,854.69	\$4,047.43	\$4,249.80	\$4,462.29	\$4,685.40	
		Monthly	\$8,352	\$8,769	\$9,208	\$9,668	\$10,152	
		Annual	\$100,222	\$105,233	\$110,495	\$116,020	\$121,821	
73	Principal Planner	Hourly	\$49,388.30	\$51,857.60	\$54,450.60	\$57,173.00	\$60,031.80	
		Bi-weekly	\$3,951.06	\$4,148.61	\$4,356.05	\$4,573.84	\$4,802.54	
		Monthly	\$8,561	\$8,989	\$9,438	\$9,910	\$10,406	
		Annual	\$102,728	\$107,864	\$113,257	\$118,920	\$124,866	
74		Hourly	\$50,622.90	\$53,154.20	\$55,811.80	\$58,602.50	\$61,532.60	
		Bi-weekly	\$4,049.84	\$4,252.33	\$4,464.94	\$4,688.20	\$4,922.60	
		Monthly	\$8,775	\$9,213	\$9,674	\$10,158	\$10,666	
		Annual	\$105,296	\$110,561	\$116,089	\$121,893	\$127,988	
75		Hourly	\$51,888.50	\$54,482.90	\$57,207.10	\$60,067.50	\$63,070.90	
		Bi-weekly	\$4,151.08	\$4,358.63	\$4,576.57	\$4,805.40	\$5,045.67	
		Monthly	\$8,994	\$9,444	\$9,916	\$10,412	\$10,932	
		Annual	\$107,928	\$113,324	\$118,991	\$124,940	\$131,187	
76		Hourly	\$53,185.70	\$55,845.10	\$58,637.30	\$61,569.10	\$64,647.70	
		Bi-weekly	\$4,254.86	\$4,467.61	\$4,690.98	\$4,925.53	\$5,171.81	
		Monthly	\$9,219	\$9,680	\$10,164	\$10,672	\$11,206	
		Annual	\$110,626	\$116,158	\$121,965	\$128,064	\$134,467	
77		Hourly	\$54,515.40	\$57,241.30	\$60,103.30	\$63,108.40	\$66,263.80	
		Bi-weekly	\$4,361.23	\$4,579.30	\$4,808.26	\$5,048.67	\$5,301.10	
		Monthly	\$9,449	\$9,922	\$10,418	\$10,939	\$11,486	
		Annual	\$113,392	\$119,062	\$125,015	\$131,265	\$137,829	
78		Hourly	\$55,878.30	\$58,672.20	\$61,605.80	\$64,686.20	\$67,920.30	
		Bi-weekly	\$4,470.26	\$4,693.77	\$4,928.47	\$5,174.89	\$5,433.63	
		Monthly	\$9,686	\$10,170	\$10,678	\$11,212	\$11,773	
		Annual	\$116,227	\$122,038	\$128,140	\$134,547	\$141,274	

**CITY OF PERRIS**  
**SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE) **4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
 FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
 APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021  
**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
79		Hourly	\$57,2752	\$60,1390	\$63,1459	\$66,3033	\$69,6185
		Bi-weekly	\$4,582.02	\$4,811.12	\$5,051.67	\$5,304.26	\$5,569.48
		Monthly	\$9,928	\$10,424	\$10,945	\$11,493	\$12,067
		Annual	\$119,132	\$125,089	\$131,343	\$137,911	\$144,806
80	Building Official	Hourly	\$58,7071	\$61,6425	\$64,7247	\$67,9608	\$71,3589
	Building and Safety Manager	Bi-weekly	\$4,696.57	\$4,931.40	\$5,177.97	\$5,436.86	\$5,708.71
	Code Enforcement Manager	Monthly	\$10,176	\$10,685	\$11,219	\$11,780	\$12,369
	Capital Improvement Project Manager	Annual	\$122,111	\$128,216	\$134,627	\$141,358	\$148,427
	Community Services Manager						
	Economic Development and Housing Manager						
	Finance Manager						
	Human Resources and Risk Manager						
	Information Technology Manager						
	Parks Services Manager						
	Planning Manager						
Public Works Manager							
Water System Superintendent							
81		Hourly	\$60,1747	\$63,1836	\$66,3427	\$69,6599	\$73,1428
		Bi-weekly	\$4,813.98	\$5,054.69	\$5,307.42	\$5,572.79	\$5,851.43
		Monthly	\$10,430	\$10,952	\$11,499	\$12,074	\$12,678
		Annual	\$125,163	\$131,422	\$137,993	\$144,893	\$152,137
82		Hourly	\$61,6793	\$64,7632	\$68,0013	\$71,4013	\$74,9715
		Bi-weekly	\$4,934.34	\$5,181.05	\$5,440.10	\$5,712.10	\$5,997.72
		Monthly	\$10,691	\$11,226	\$11,787	\$12,376	\$12,995
		Annual	\$128,293	\$134,707	\$141,443	\$148,515	\$155,941
83		Hourly	\$63,2211	\$66,3822	\$69,7014	\$73,1864	\$76,8457
		Bi-weekly	\$5,057.69	\$5,310.58	\$5,576.11	\$5,854.91	\$6,147.66
		Monthly	\$10,958	\$11,506	\$12,082	\$12,686	\$13,320
		Annual	\$131,500	\$138,075	\$144,979	\$152,228	\$159,839
84		Hourly	\$64,8017	\$68,0417	\$71,4439	\$75,0161	\$78,7669
		Bi-weekly	\$5,184.13	\$5,443.34	\$5,715.51	\$6,001.29	\$6,301.35
		Monthly	\$11,232	\$11,794	\$12,384	\$13,003	\$13,653
		Annual	\$134,787	\$141,527	\$148,603	\$156,034	\$163,835
85		Hourly	\$66,4217	\$69,7428	\$73,2299	\$76,8915	\$80,7361
		Bi-weekly	\$5,313.73	\$5,579.42	\$5,858.39	\$6,151.32	\$6,458.88
		Monthly	\$11,513	\$12,089	\$12,693	\$13,328	\$13,994
		Annual	\$138,157	\$145,065	\$152,318	\$159,934	\$167,931
86	Chief Information Officer	Hourly	\$68,0823	\$71,4864	\$75,0606	\$78,8137	\$82,7544
		Bi-weekly	\$5,446.59	\$5,718.91	\$6,004.85	\$6,305.10	\$6,620.35
		Monthly	\$11,801	\$12,391	\$13,011	\$13,661	\$14,344
		Annual	\$141,611	\$148,692	\$156,126	\$163,933	\$172,129
87		Hourly	\$69,7844	\$73,2736	\$76,9372	\$80,7841	\$84,8233
		Bi-weekly	\$5,582.75	\$5,861.89	\$6,154.97	\$6,462.73	\$6,785.86
		Monthly	\$12,096	\$12,701	\$13,336	\$14,003	\$14,703
		Annual	\$145,151	\$152,409	\$160,029	\$168,031	\$176,432

**CITY OF PERRIS**  
**SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE) **4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021  
**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
88		Hourly	\$71.5290	\$75.1053	\$78.8607	\$82.8036	\$86.9439
		Bi-weekly	\$5,722.32	\$6,008.43	\$6,308.85	\$6,624.29	\$6,955.51
		Monthly	\$12,398	\$13,018	\$13,669	\$14,353	\$15,070
		Annual	\$148,780	\$156,219	\$164,030	\$172,232	\$180,843
89	Assistant Director of Development Services	Hourly	\$73.3172	\$76.9830	\$80.8322	\$84.8738	\$89.1175
	Assistant Director of Finance	Bi-weekly	\$5,865.37	\$6,158.64	\$6,466.58	\$6,789.91	\$7,129.40
	Assistant Director of Community Services and Housing	Monthly	\$12,708	\$13,344	\$14,011	\$14,711	\$15,447
	Assistant Director of Administrative Services	Annual	\$152,500	\$160,125	\$168,131	\$176,538	\$185,364
	Assistant Director of Public Works						
90		Hourly	\$75.1502	\$78.9076	\$82.8530	\$86.9957	\$91.3455
		Bi-weekly	\$6,012.01	\$6,312.61	\$6,628.24	\$6,959.65	\$7,307.64
		Monthly	\$13,026	\$13,677	\$14,361	\$15,079	\$15,833
		Annual	\$156,312	\$164,128	\$172,334	\$180,951	\$189,999
91		Hourly	\$77.0288	\$80.8803	\$84.9244	\$89.1705	\$93.6291
		Bi-weekly	\$6,162.30	\$6,470.43	\$6,793.95	\$7,133.64	\$7,490.33
		Monthly	\$13,352	\$14,019	\$14,720	\$15,456	\$16,229
		Annual	\$160,220	\$168,231	\$176,643	\$185,475	\$194,749
92		Hourly	\$78.9546	\$82.9023	\$87.0473	\$91.3997	\$95.9698
		Bi-weekly	\$6,316.36	\$6,632.18	\$6,963.79	\$7,311.98	\$7,677.58
		Monthly	\$13,685	\$14,370	\$15,088	\$15,843	\$16,635
		Annual	\$164,225	\$172,437	\$181,058	\$190,111	\$199,617
93		Hourly	\$80.9284	\$84.9749	\$89.2236	\$93.6848	\$98.3691
		Bi-weekly	\$6,474.27	\$6,797.99	\$7,137.89	\$7,494.79	\$7,869.53
		Monthly	\$14,028	\$14,729	\$15,465	\$16,239	\$17,051
		Annual	\$168,331	\$176,748	\$185,585	\$194,864	\$204,608
94	Director of Administrative Services	Hourly	\$82.9516	\$87.0992	\$91.4541	\$96.0270	\$100.8282
	Director of Building and Code Enforcement	Bi-weekly	\$6,636.13	\$6,967.93	\$7,316.33	\$7,682.16	\$8,066.26
	Director of Community Services and Housing	Monthly	\$14,378	\$15,097	\$15,852	\$16,645	\$17,477
	Director of Development Services	Annual	\$172,539	\$181,166	\$190,225	\$199,736	\$209,723
	Director of Finance						
Director of Planning and Economic Development							
Director of Public Works							
95		Hourly	\$85.0254	\$89.2767	\$93.7406	\$98.4276	\$103.3489
		Bi-weekly	\$6,802.03	\$7,142.14	\$7,499.24	\$7,874.21	\$8,267.91
		Monthly	\$14,738	\$15,475	\$16,248	\$17,061	\$17,914
		Annual	\$176,853	\$185,696	\$194,980	\$204,729	\$214,966
96	Deputy City Manager	Hourly	\$87.1511	\$91.5086	\$96.0840	\$100.8883	\$105.9328
		Bi-weekly	\$6,972.09	\$7,320.68	\$7,686.72	\$8,071.07	\$8,474.62
		Monthly	\$15,106	\$15,861	\$16,655	\$17,487	\$18,362
		Annual	\$181,274	\$190,338	\$199,855	\$209,848	\$220,340
97		Hourly	\$89.3301	\$93.7963	\$98.4861	\$103.4106	\$108.5810
		Bi-weekly	\$7,146.41	\$7,503.70	\$7,878.89	\$8,272.85	\$8,686.48
		Monthly	\$15,484	\$16,258	\$17,071	\$17,924	\$18,821
		Annual	\$185,807	\$195,096	\$204,851	\$215,094	\$225,849



**CITY OF PERRIS**

**SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE)

**4.50%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2021

**Fiscal Year 2021-2022 - WITH 4.5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
98	Assistant City Manager	Hourly	\$91,5631	\$96,1412	\$100,9482	\$105,9958	\$111,2956
		Bi-weekly	\$7,325.05	\$7,691.30	\$8,075.85	\$8,479.66	\$8,903.65
		Monthly	\$15,871	\$16,664	\$17,498	\$18,373	\$19,291
		Annual	\$190,451	\$199,974	\$209,972	\$220,471	\$231,495
99		Hourly	\$93,8523	\$98,5447	\$103,4719	\$108,6457	\$114,0780
		Bi-weekly	\$7,508.18	\$7,883.58	\$8,277.75	\$8,691.66	\$9,126.24
		Monthly	\$16,268	\$17,081	\$17,935	\$18,832	\$19,774
		Annual	\$195,213	\$204,973	\$215,222	\$225,983	\$237,282
100		Hourly	\$96,1985	\$101,0084	\$106,0588	\$111,3618	\$116,9299
		Bi-weekly	\$7,695.88	\$8,080.67	\$8,484.70	\$8,908.94	\$9,354.39
		Monthly	\$16,674	\$17,508	\$18,384	\$19,303	\$20,268
		Annual	\$200,093	\$210,097	\$220,602	\$231,632	\$243,214
N/A	City Manager Salary set by agreement Range placement is not applicable	Hourly					\$121,5351
		Bi-weekly					\$9,722.81
		Monthly					\$21,066
		Annual					\$252,793



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Annexation of DPR 16-00014 to the City's Maintenance Districts  
 Owner(s): SA Golden Investments Inc  
 APN(s): 313-273-010, located southwest corner of 10<sup>th</sup> Street and south D Street  
 Project: DPR 16-00014- Perris Apartments

**REQUESTED ACTION:** Open and Close of Public Hearing, Open 2 Ballots and Adoption of 2 Resolutions Ordering the Annexation of DPR 16-00014 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2021-2022 Assessments.

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

**BACKGROUND/DISCUSSION:** DPR 16-00014 (Perris Apartments) is a construction of a three-story multi-use building (commercial on the 1<sup>st</sup> floor and residential on the 2<sup>nd</sup> and 3<sup>rd</sup> floors) within the Downtown Specific Plan. (See attached Boundary Map).

On September 14, 2021, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for November 9, 2021.

**BUDGET (or FISCAL) IMPACT:** The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$184.66
Landscape Maintenance District (Parkways)	3,473.89
Total Maximum Annual Assessment	\$3,658.55

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney \_\_\_\_\_  
 Assistant City Manager \_\_\_\_\_  
 Deputy City Manager EL

**Attachments:**

- 1. Location Map**
- 2. Resolution Ordering the Annexation of DPR 16-00014 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2021-2022 Assessments.**
- 3. Resolution Ordering the Annexation of DPR 16-00014 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2021-2022 Assessments.**

**Consent:**

**Public Hearing:**

**Business Item:**

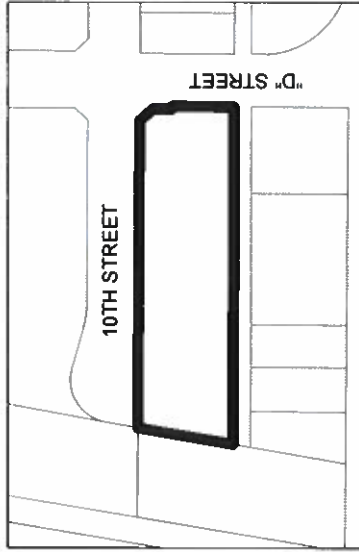
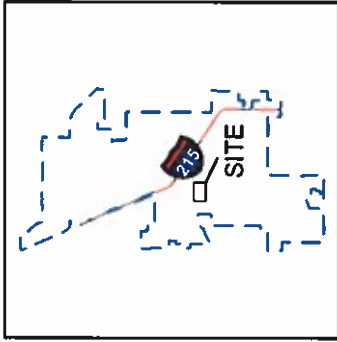
**Presentation:**

**Other:**

## Attachment No. 1

# ANNEXATION OF DPR 16-00014 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

VICINITY MAP  
NOT TO SCALE



Owner: SA Golden Investments Inc

MD 84-1

5 Street Lights

LMD 1

Hardscape improvements along "D" Street and landscaping improvements along 10th Street.

Facility	Maximum Annual Assessment
Street Lights and Traffic Signals	\$184.66
Hardscape Improvements	1,507.06
Landscaped Parkways	1,956.84
<b>Total Maximum Annual Assessments*</b>	<b>\$3,658.55</b>

\* Total may not foot due to rounding

Standard Inflation Factors (SIF)  
 1) "Common Labor, Construction Cost Index", ENR  
 2) Southern California Edison rate increases  
 3) Eastern Municipal Water District rate increases

MD 84-1 Assessments include SIF 1 and 2  
 LMD 1 Assessment include SIF 1, 2, and 3



## Attachment No. 2

**RESOLUTION NUMBER XXXX**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00014 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021/2022***

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 14th day of September 2021, adopt its Resolution of Intention Number 5849 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the “District”), which Resolution of Intention Number 5849 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5849, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

***Section 1.*** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5849, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2021-2022 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 9th day of November, 2021.

---

Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of November 2021, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

City Clerk, Nancy Salazar

## Attachment No. 3

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00014 TO BENEFIT ZONE 159, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 14th day of September 2021, adopt its Resolution of Intention Number 5852 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 5852 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5852, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5852, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2021-2022 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 9th day of November 2021.

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Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar

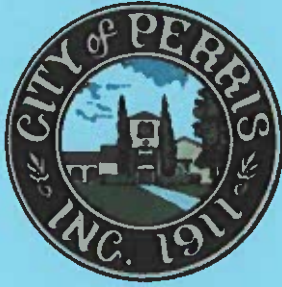
STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) §  
CITY OF PERRIS            )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of November 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Annexation of PM 37760 to the City’s Landscape Maintenance District  
 Owner(s): Brazen Group  
 APN(s): Parcel 1 and Parcel 2 Port. Of 305-080-070, a subdivision of Perris Spectrum located on the west frontage of Perris Boulevard, north of Orange Avenue.  
 Project: PM 37760- Multi-tenant building & fast food restaurant

**REQUESTED ACTION:** Open and Close of Public Hearing, Open 1 Ballot and Adoption of 1 Resolutions Ordering the Annexation of PM 37760 to the City’s Landscape Maintenance District, Giving Final Approval to the Engineer’s Report, and the Levying of the 2021-2022 Assessments.

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

**BACKGROUND/DISCUSSION:** PM 37760 is a construction of a 5,200 S.F multi-tenant building, and 2,200 S.F. fast food restaurant within the Perris Spectrum Shopping Center. (See attached Boundary Map).

On September 14, 2021, resolutions were approved stating the City Council’s intention to annex this project into the City’s Landscape Maintenance District and set a Public Hearing for November 9, 2021.

**BUDGET (or FISCAL) IMPACT:** The proposed maximum annual assessment is levied on the property within the annexation. It is subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessment is as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Landscape Maintenance District (Parkways)	\$6,967.80
Landscape Maintenance District (Medians)	<u>1,386.50</u>
Total Maximum Annual Assessment	<u>\$8,354.30</u>

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Location Map
2. Resolution Ordering the Annexation of PM 37760 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2021-2022 Assessments.

**Consent:**

Public Hearing:  x

Business Item:

Presentation:

Other:

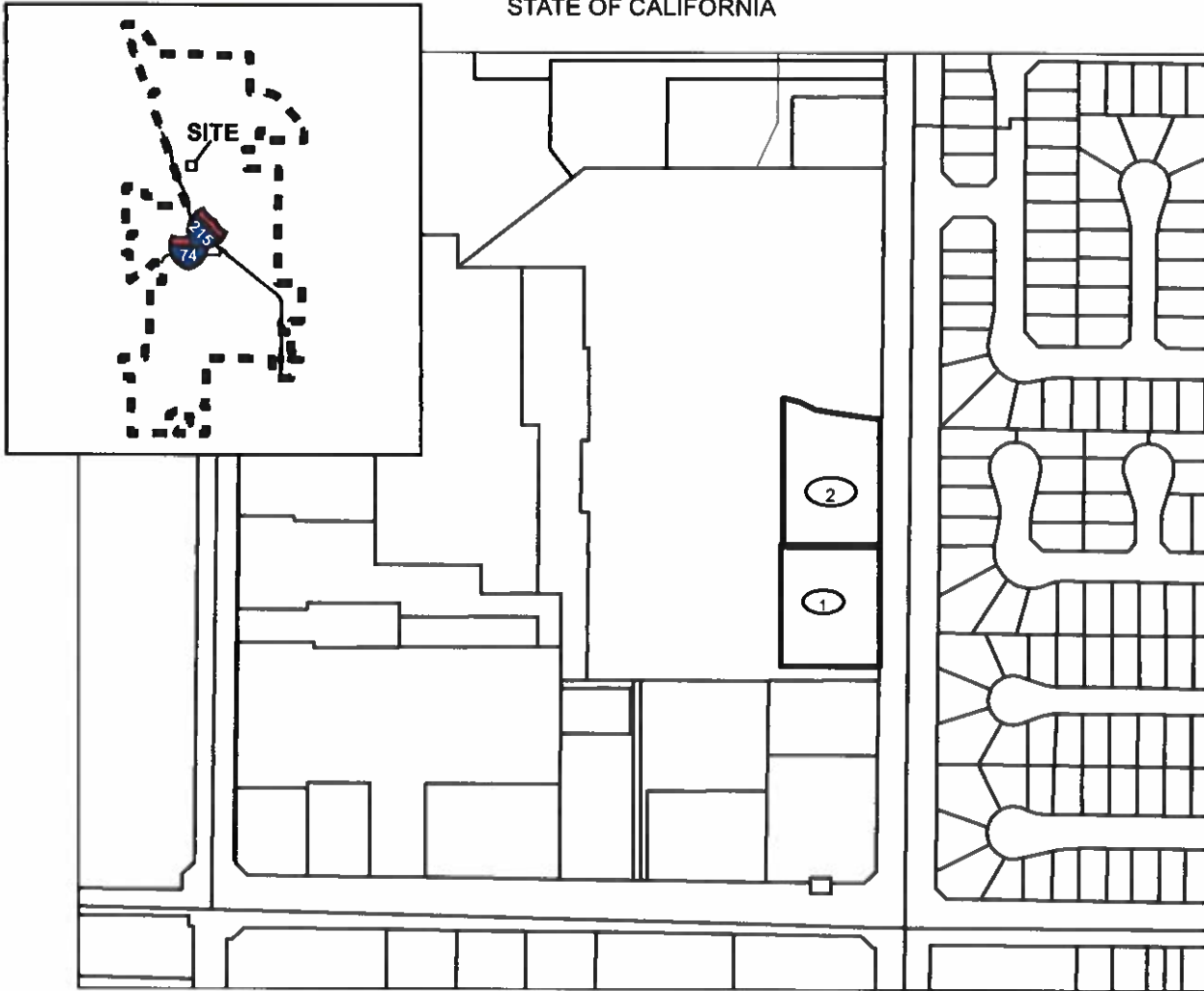
## Attachment No. 1



# ANNEXATION OF PM 37760, PARCELS 1 & 2 TO CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1

## SITE LOCATION

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Owner: Brazen Group**

<u>Facility</u>	<u>Maximum Annual Assessment</u>
Landscaped Parkways	\$6,967.80
Landscaped Medians	1,386.50
<b>Total Maximum Annual Assessments</b>	<b>\$8,354.30</b>

## Attachment No. 2

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 37760 TO BENEFIT ZONE 157, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2021-2022**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 14th day of September 2021, adopt its Resolution of Intention Number 5855 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 5855 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5855, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5855, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2021-2022 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 9th day of November 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, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of November 2021, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Establish Speed Zones Citywide

**REQUESTED ACTION:** Find that this Ordinance is subject to CEQA categorical exemption Class I pursuant to the CEQA Guidelines, respectively, Title 14, California Code of Regulations 15301; and Introduce an Ordinance of the City of Perris, California Amending the City of Perris Municipal Code Declaring Prima Facie Speed Limits on Certain City Streets; and Direct the Public Works Department to post speed limit signs based on the adopted Ordinance; and, allocate \$20,000 in Gas Tax Funds for the installation of speed limit signs

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

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

##### Current California Vehicle Code Requirements for Setting Speed Limits

The California Vehicle Code (CVC), together with the California Manual on Uniform Traffic Control Devices (CA MUTCD) provide direction to local and state agencies on establishing posted speed limits for a variety of roadways in the State. Generally, unless a prima facie speed limit has been identified in the CVC, agencies are required to conduct an Engineering and Traffic Survey to justify the posted speed limit. For example, the CVC provides for a prima facie speed limit of 25 mph on local streets, and when approaching or passing school zones (up to 500 feet from the school grounds) without the need for an Engineering and Traffic Survey.

Speed limits are primarily established to protect the traveling public from reckless behavior of dangerous drivers and also provides law enforcement with a clear method to identify and enforce speed violators of the basic speed law; California Vehicle Code 22350. CVC 22350 states no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property. Required as part of the current requirements is to set speed limits based on the 85<sup>th</sup> percentile speed of the vehicles, with very specific provisions of rounding to the nearest 5 mph increment with only a few adjustments allowed to have a legally enforceable speed limit. This is the procedure used in this report. Attachment A describes in more detail how the speeds are established for each segment.

##### Recent Developments in Setting Future Speed Limits

October 8, 2021 Governor Newsom signed into law Assembly Bill 43. Assembly Bill 43 gives cities more control to lower speed limits to reduce traffic violence. Historically, under the current CVC and CA MUTCD cities have been required to set speed limits based on the 85<sup>th</sup> percentile speed, which has been used for decades. This method of setting speed limits has resulted in speed limits routinely going up 5 mph or even 10 mph, whenever a new survey is required. With traffic violence on the rise for vehicles and particularly pedestrians and bicyclists the provisions of AB 43 are a welcome change to improve transportation safety. AB 43 bill is included as Attachment 4. Many of the provisions will not go into effect until June 30, 2024, at which time a new speed survey could be conducted. An article title, "Lower Speed Limits Could Be Coming to LA (Eventually). Here's What will Change" is included as Attachment 5 for additional information.

Recommended Speed Survey Summary

Advanced Mobility Group (AMG) was hired to perform the 2021 Citywide Traffic Counts and Speed Survey. The last speed survey was conducted in 2014. Due to the City's rapid growth a new citywide survey was necessary.

A number of the posted speed limits were not covered by the 2014 survey and were not enforceable. It should be noted that 4 of the 5 streets where the speed limits increased by 10 mph are in an industrial area where the posted speed limit was not set by an engineering study. Posted speed limits that were not previously enforceable are shown with parenthesis in the tables below.

Of the 58 segments that the City has requested surveyed the results can be summarized as follows:

<b>Segments with decreased posted speed limit</b>	<b>1</b>
<b>Segments with unchanged posted speed limits</b>	<b>33</b>
<b>Segments with a posted speed increase of 5 mph</b>	<b>15</b>
<b>Segments with a posted speed increase of 10 mph</b>	<b>5</b>
<b>Segments with new speed limits</b>	<b>4</b>

**Table 1: Speed limits decreased by 5 MPH to be legally enforceable:**

Segment No.	Street	Limits	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
18	Rider Steet	Old Evans Road to Bradley Road	(45)	40

**Table 2 - Speed limits remaining the same:**

Segment No.	Street	Limits	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
1	Harley Knox Boulevard	Webster Avenue to Patterson Avenue	(50)	50
2	Harley Knox Boulevard	Indian Avenue to Perris Boulevard	(50)	50
5	Perris Boulevard	Ramona Expressway to Markham Street	45	45

8	Ramona Expressway	Nevada Road to Webster Avenue	50	50
9	Ramona Expressway	Brennan Avenue to Indian Avenue	50	50
10	Ramona Expressway	Indian Avenue to Perris Boulevard	50	50
11	Ramona Expressway	Perris Boulevard to Redlands Avenue	55	55
12	Ramona Expressway	Redlands Avenue to Evans Road	55	55
15	Perris Boulevard	Rider Street to Morgan Street	45	45
19	Rider Street	Bradley Road to Ramona Expressway	(40)	40
22	Placentia Avenue	Perris Boulevard to Redlands Avenue	40	40
24	Perris Boulevard	Orange Avenue to Placentia Avenue	45	45
25	Orange Avenue	Indian Avenue to Redlands Avenue	45	45
26	Orange Avenue	Redlands Avenue to Wilson Avenue	25	25
27	Orange Avenue	Murrieta Avenue to Evans Road	45	45
28	Redlands Avenue	Citrus Avenue to Orange Avenue	45	45
29	Evans Road	Citrus Avenue to Orange Avenue	(45)	45
30	Perris Boulevard	Nuevo Road to Citrus Avenue	(45)	45
31	Redlands Avenue	Nuevo Road to Citrus Avenue	45	45
33	Nuevo Road	A Street to Perris Boulevard	40	40
34	Nuevo Road	Perris Boulevard to Ruby Road	40	40
35	Nuevo Road	Redlands Avenue to Wilson Avenue	40	40
36	Nuevo Road	Boundary Road to Evans Road	55	55
39	Redlands Avenue	Nuevo Road to San Jacinto Avenue	45	45
44	Navajo Road	Iroquois Road to Cherokee Road	35	35
45	4 <sup>th</sup> Street	Navajo Road to Park Avenue	45	45
46	4 <sup>th</sup> Street	A Street to D Street	35	35
47	Perris Boulevard	San Jacinto Avenue to	(35)	35



		<b>Ellis Avenue</b>		
49	Goetz Road	Mountain Avenue to Ellis Avenue	55	55
50	Case Road	Goetz Road to Murrieta Road	55	55
52	Goetz Road	Mapes Road to Ethanac Road	55	55
53	Case Road	Murrieta Road to Watson Road	55	55
54	Trumble Road	Watson Road to McGlaughin Road	(45)	45

**Table 3 - Speed limits increased by 5 mph to be legally enforceable:**

Segment No.	Street	Limits	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
3	Harley Knox Boulevard	Perris Boulevard to Redlands Avenue	(45)	50
4	Indian Avenue	Markham Street to Ramona Expressway	(40)	45
7	Evans Road	Ramona Expressway to Markham Street	45	50
13	Ramona Expressway	Avalon Parkway to Rider Street	55	60
16	Evans Road	Morgan Street to Rider Street	40	45
21	Evans Road	Placentia Avenue to Rider Street	40	45
37	A Street	Metz Road to Nuevo Road	40	45
38	Perris Boulevard	Nuevo Road to San Jacinto Avenue	(40)	45
41	Murrieta Road	Metz Road to San Jacinto Avenue	(35)	40
42	San Jacinto Avenue	Luken Lane to Navajo road	40	45
48	A Street	Mountain Avenue to Ellis Avenue	35	40
51	Mapes Road	A Street to Jimmy Taylor Drive	40	45
55	Ethanac Road	Murrieta Road to Trumble Road	50	55
56	Ethanac Road	Goetz Road to Murrieta Road	50	55
58	Goetz Road	Kaplan Creed Drive to Sotela Road	45	50

**Table 4 - Speed limits increased by 10 mph to be legally enforceable:**

Segment No.	Street	Limits	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
6	Redlands Avenue	Nance Street to Markham Street	(40)	50
14	Webster Avenue	Ramona Expressway to Morgan Street	(35)	45
20	Indian Avenue	Rider Street to Placentia Avenue	(35)	45
23	Indian Avenue	Placentia Avenue to Orange Avenue	(35)	45
43	San Jacinto Avenue	Wilson Avenue to Dunlap Drive	45	55

**Table 5 - New speed limits are recommended for speed enforcement:**

Segment No.	Street	Limits	Posted Speed Limit (MPH)	Recommended Speed Limit (MPH)
17	Bradley Road	Ramona Expressway to E. Rider Street	Not Posted	45
32	Nuevo Road	A Street to Delines Drive	Not Posted	35
40	A Street	Highland Vista way to Metz Road	25*	45
57	Goetz Road	Ethanac Road to Monument Parkway	Not Posted	50

\* School Speed Limit Sign. 40 mph speed limit signs are presently outside of the roadway segment.

Appendix A of the 2021 Citywide Traffic Count and Speed Survey contains additional information about for the establishment of the speed limits. The full report with the appendices; including the detailed radar speed surveys, average daily traffic, collision records, segment maps and applicable sections of the California Vehicle Code and the CA MUTCD is available in the City Clerk's office. The full report will be provided to the Riverside County Sheriff's for enforcement purposes.

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**BUDGET (or FISCAL) IMPACT:**

There is a fiscal impact of an estimated \$20,000 for the installation of new speed limit signs. Fines and forfeiture revenue may slightly increase.

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Prepared by: Craig Bradshaw, Senior Engineer

**REVIEWED BY:**

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

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

Deputy City Manager ER

**Attachments:**

1. Vicinity Map
2. Ordinance No. (Next In Order)
3. 2021 Citywide Traffic Count and Speed Survey  
Link: [https://www.cityofperris.org/government/city-council/Council Meetings](https://www.cityofperris.org/government/city-council/Council%20Meetings)
4. Assembly Bill No. 43
5. Background Article re: AB-43

**Consent:**

Public Hearing: Yes

Business Item:

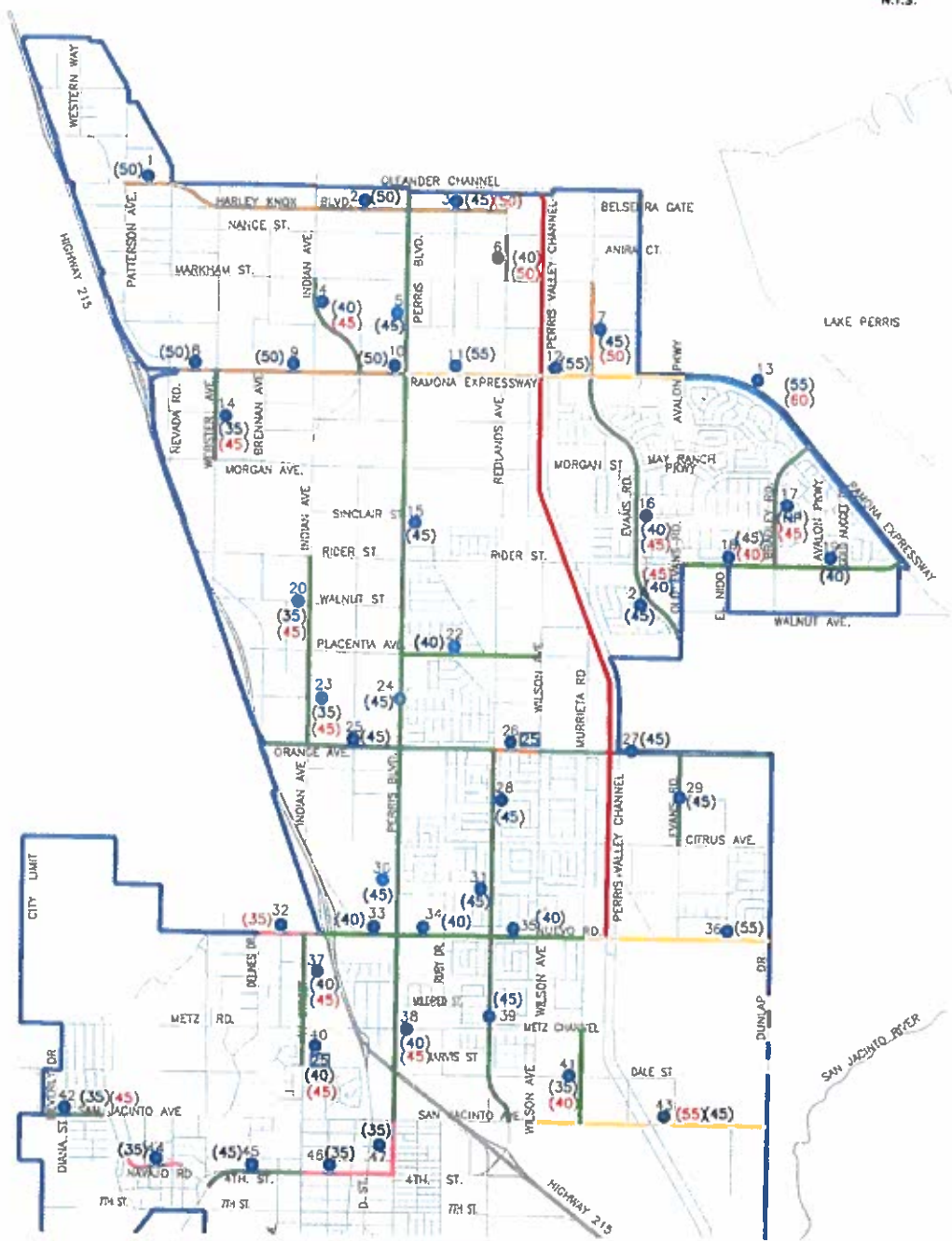
Presentation:

Other:

# ATTACHMENT 1

Vicinity Map

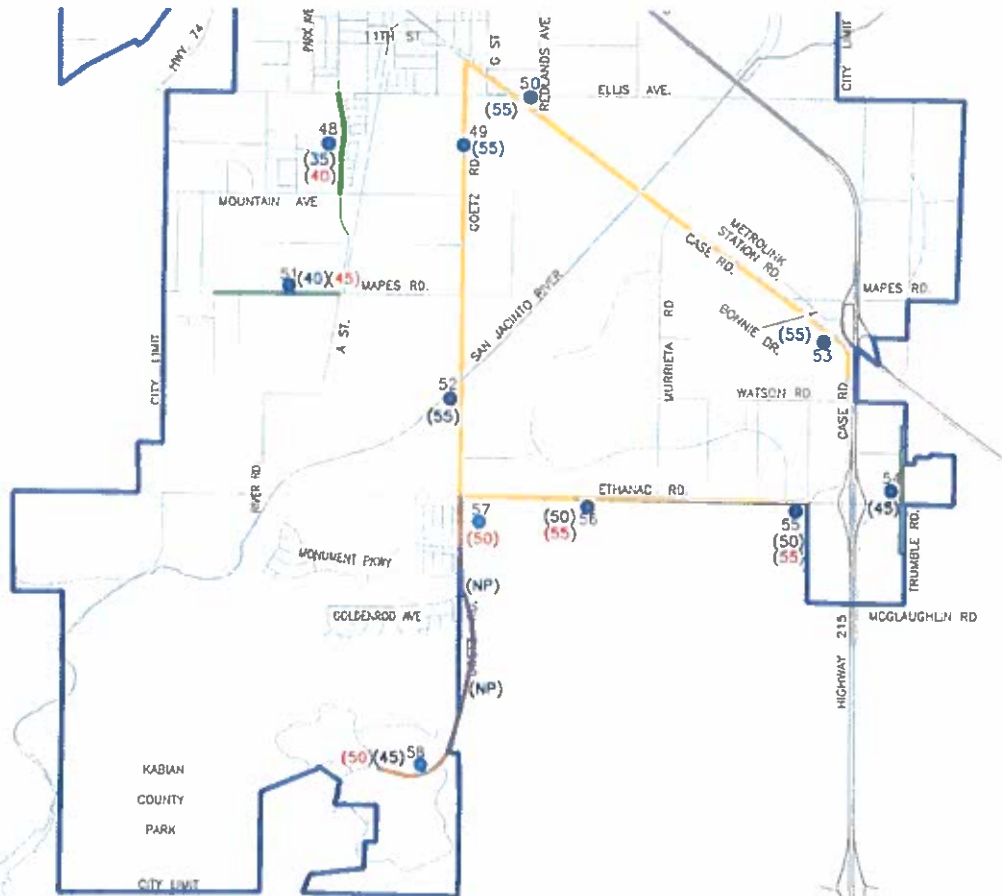
*CITY OF PERRIS*  
**SPEED LIMIT SEGMENTS - 2021**  
**FIGURE 4-1 RECOMMENDED SPEED LIMIT**



**LEGEND**

● SPEED LIMIT SEGMENT	60 MPH	
(XX) POSTED SPEED LIMIT	35 MPH	
XX ADVISORY SPEED LIMIT	50 MPH	
XX SCHOOL SPEED LIMIT	45 MPH	
(NP) NO POSTED SPEED LIMIT	40 MPH	
	35 MPH	
	30 MPH	
	25 MPH	
	NP	

CITY OF PERRIS  
 SPEED LIMIT SEGMENTS - 2021  
 FIGURE 4-2 RECOMMENDED SPEED LIMIT



LEGEND

- |                            |        |  |
|----------------------------|--------|--|
| ● SPEED LIMIT SEGMENT      | 60 MPH |  |
| (XX) POSTED SPEED LIMIT    | 55 MPH |  |
| XX ADVISORY SPEED LIMIT    | 50 MPH |  |
| SCHOOL SPEED LIMIT         | 45 MPH |  |
| (NP) NO POSTED SPEED LIMIT | 40 MPH |  |
|                            | 35 MPH |  |
|                            | 30 MPH |  |
|                            | 25 MPH |  |
|                            | NP     |  |

# ATTACHMENT 2

**Ordinance No. (Next in Order)**

**ORDINANCE NO. (next in order)**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 10.36 OF TITLE 10 OF THE PERRIS MUNICIPAL CODE RELATING TO ADJUSTMENTS TO THE SPEED LIMITS OF CERTAIN STREETS IN THE CITY OF PERRIS**

**WHEREAS**, Chapter 10.36 of Title 10 of the Perris Municipal Code (“PMC”) establishes speed limits for certain streets within the City of Perris (“City”) in order to most appropriately facilitate the orderly movement of traffic and which are reasonable and safe on the respective streets as specified therein;

**WHEREAS**, Section 22352 of the California Vehicle Code (“CVC”) establishes prima facie speed limits for streets;

**WHEREAS**, CVC Section 22352 establishes a prima facie speed limit of twenty-five (25) miles per hour for a street unless a different speed is determined by the local governing authority;

**WHEREAS**, pursuant to CVC section 22357, “Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe;”

**WHEREAS**, CVC Sections 22358, 22358.3, and 22358.4 allow a local authority to reduce, by ordinance, those sections that are automatically 65 (or 55) mph to limits as low as 25 mph (20 or 15 mph if certain special conditions are present) on the basis of an engineering and traffic survey and the determination that the resulting speeds will be reasonable and safe;

**WHEREAS**, City staff has conducted an engineering and traffic survey, entitled “2021 Citywide Traffic Count and Speed Survey” dated October 14, 2021, which assessed street segments within the City;

**WHEREAS**, the 2021 Citywide Traffic Count and Speed Survey provides recommendations for speed limits that would facilitate the orderly movement of vehicular traffic on the identified street segments and would be reasonable and safe, and would promote public health, safety and welfare;

**WHEREAS**, the City Council desires to establish speed limits on certain identified streets in the City of Perris based upon the 2021 Citywide Traffic Count and Speed Survey.



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

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

**Section 2. Amendment to PMC Section 10.36.020.** Section 10.36.020 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

***“Sec. 10.36.020. Same—25 miles per hour adopted on certain streets.***

Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits: ***25 miles per hour on Orange Ave. between Redlands Ave. and Wilson Ave*** ~~25 miles per hour on Park Avenue between Fourth Street and the south city limit.”~~

**Section 3. Amendment to PMC Section 10.36.030.** Section 10.36.030 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

***“Sec. 10.36.030. Reserved. Same—30 miles per hour adopted on certain streets.***

~~Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:~~

~~(1) 30 miles per hour on Navajo Road between San Jacinto and State Route 74 (Fourth Street).~~

~~(2) 30 miles per hour on "D" Street between San Jacinto and Eleventh Street.~~

~~(3) 30 miles per hour on Perris Boulevard between San Jacinto and Fourth Street.~~

~~(4) 30 miles per hour on Case Road/Eleventh Street between "A" Street and Perris Boulevard.”~~

**Section 4. Amendment to PMC Section 10.36.040.** Section 10.36.040 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

***“Sec. 10.36.040. Same—35 miles per hour adopted on certain streets.***

Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

- (1) ***35 miles per hour on 4th St. between A St. and D St.***
- (2) ***35 miles per hour on Navajo Rd. between Iroquois Rd. and Cherokee Rd.***
- (3) ***35 miles per hour on Nuevo Rd. between Delines Dr. and A St.***
- (4) ***35 miles per hour on Perris Blvd. between San Jacinto and Ellis Ave.***
- ~~(1) 35 miles per hour on "A" Street between Fourth Street and Thirteenth Street.~~
- ~~(2) 35 miles per hour on "D" Street between San Jacinto Avenue and I-215.~~
- ~~(3) 35 miles per hour on Perris Boulevard between Fourth Street and Eleventh Street.~~
- ~~(4) 35 miles per hour on San Jacinto Avenue between the west city limit to Navajo Road.~~
- ~~(5) 35 miles per hour on Navajo Road between San Jacinto Avenue to Fourth Street.~~
- ~~(6) 35 miles per hour on Jade Avenue between Nuevo Road and Citrus Avenue."~~

***Section 5. Amendment to PMC Section 10.36.050.*** Section 10.36.050 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

~~"Sec. 10.36.050. Same—40 miles per hour adopted on certain streets.~~

Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

- (1) ***40 miles per hour on A St. between Mountain Ave. and Ellis Ave.***
- (2) ***40 miles per hour on Murrieta Rd. between Metz Rd. and San Jacinto Ave.***
- (3) ***40 miles per hour on Nuevo Rd. between A St. and Perris Blvd.***
- (4) ***40 miles per hour on Nuevo Rd. between Perris Blvd. and Ruby Dr.***
- (5) ***40 miles per hour on Nuevo Rd. between Redlands Ave. and Wilson Ave.***
- (6) ***40 miles per hour on Placentia Ave. between Perris Blvd. and Redland Ave.***

- (7) ***40 miles per hour on Rider St. between Old Evans Rd. and Bradley Rd.***
- (8) ***40 miles per hour on Rider St. between Bradley Rd. and Ramona Expwy.***
- ~~(1) 40 miles per hour on Perris Boulevard between San Jacinto and Nuevo Road.~~
- ~~(2) 40 miles per hour on "A" Street between Nuevo Road and Fourth Street.~~
- ~~(3) 40 miles per hour on "A" Street between Thirteenth Street and Mountain Avenue."~~

***Section 6. Amendment to PMC Section 10.36.060.*** Section 10.36.060 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language and ***bold italics*** represents added language):

"Sec. 10.36.060. Same—45 miles per hour adopted on certain streets.

Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

- (1) ***45 miles per hour on 4th St. between Navajo Rd. and Park Ave.***
- (2) ***45 miles per hour on A St. between Highland Vista Way and Metz Rd.***
- (3) ***45 miles per hour on A St. between Metz Rd. and Nuevo Rd.***
- (4) ***45 miles per hour on Bradley Rd. between Ramona Expwy. and E. Rider St.***
- (5) ***45 miles per hour on Evans Rd. between Citrus Ave and Orange Ave.***
- (6) ***45 miles per hour on Evans Rd. between Morgan St. and Rider St.***
- (7) ***45 miles per hour on Evans Rd. between Placentia St***
- (8) ***45 miles per hour on Indian Ave. between Markham St. and Ramona Expwy.***
- (9) ***45 miles per hour on Indian Ave. between Rider St. and Placentia Ave.***
- (10) ***45 miles per hour on Indian Ave. between Placentia Ave. and Orange Ave.***
- (11) ***45 miles per hour on Orange Ave. between Indian Ave. and Redlands Ave.***
- (12) ***45 miles per hour on Orange Ave. between Murrieta Rd. and Evans Rd.***

- (13) 45 miles per hour on Mapes Rd. between A St. and Jimmy Taylor Dr.
- (14) 45 miles per hour on Perris Blvd. between Ramona Expwy and Markham St.
- (15) 45 miles per hour on Perris Blvd. between Rider St. and Morgan St.
- (16) 45 miles per hour on Perris Blvd. between Orange Ave. and Placentia Ave.
- (17) 45 miles per hour on Perris Blvd. between Nuevo Rd. and Citrus Ave.
- (18) 45 miles per hour on Perris Blvd. between Nuevo Rd. and San Jacinto Ave.
- (19) 45 miles per hour on Redlands Ave. between Nuevo Rd. and Citrus Ave
- (20) 45 miles per hour on Redlands Ave. between Citrus Ave and Orange Ave.
- (21) 45 miles per hour on Redland Ave. between Nuevo Rd. and San Jacinto Ave.
- (22) 45 miles per hour on San Jacinto Ave. between Lukens Ln. and Navajo Rd.
- (23) 45 miles per hour on Trumble Rd. between Watson Rd. and McGlaughlin Rd.
- (24) 45 miles per hour on Webster Ave. between Ramona Expwy and Morgan St.
- ~~(1) 45 miles per hour on San Jacinto Avenue/Navajo Road between the west city limit and Navajo Road;~~
- ~~(2) 45 miles per hour on "A" Street between Mountain Avenue and the south city limit;~~
- ~~(3) 45 miles per hour on "A" Street between Ellis Avenue and Mapes Road;~~
- ~~(4) 45 miles per hour on Perris Boulevard between Nuevo Road and Orange Avenue;~~
- ~~(5) 45 miles per hour on Nuevo Road between Perris Boulevard and Wilson Avenue;~~
- ~~(6) 45 miles per hour on Redlands Avenue between San Jacinto Avenue and Nuevo Road."~~

**Section 7. Amendment to PMC Section 10.36.070.** Section 10.36.070 of Chapter 10.36 of Title 10 of the Perris Municipal Code is hereby amended as follows (~~strike~~through represents deleted language and **bold italics** represents added language):

“Sec. 10.36.070. Same—50 miles per hour adopted on certain streets.

Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

**(1) 50 miles per hour on Evans Rd. between Ramona Expwy. And Markham St.**

**(2) 50 miles per hour on Goetz Rd. between Ethanac Rd. and Monument Parkway**

**(3) 50 miles per hour on Goetz Rd. between Kaplan Creek Dr. and Sotela Rd.**

**(4) 50 miles per hour on Harley Knox between Webster & Patterson**

**(5) 50 miles per hour on Harley Knox between Indian Ave. and Perris Blvd.**

**(6) 50 miles per hour on Harley Knox between Perris Blvd. and Redlands Ave.**

**(7) 50 miles per hour on Ramona Expwy between Nevada Rd. and Webster Ave.**

**(8) 50 miles per hour on Ramona Expwy. between Brennan Ave. and Indian Ave.**

**(9) 50 miles per hour on Ramona Expwy. between Indian Ave. and Perris Blvd.**

**(10) 50 miles per hour on Redlands Ave. between Nance St. and Markham St.**

~~(1) 50 miles per hour on Perris Boulevard between Orange Avenue to the north city limit.~~

~~(2) 50 miles per hour on Nuevo Road between Wilson Avenue to the east city limit.~~

~~(3) 50 miles per hour on Goetz Road between McLaughlin Road and Case Road.”~~

**Section 8.** New Section 10.36.071. Section 10.36.071 (Same—55 miles per hour adopted on certain streets) is hereby added to Chapter 10.36 of Title 10 of the Perris Municipal Code as follows:

“Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

- (1) 55 miles per hour on Case Rd. to Watson Rd.
- (2) 55 miles per hour on Ethanac Rd. between Goetz Rd. and Murrieta Rd.
- (3) 55 miles per hour on Ethanac Rd. between Murrieta Rd. and Trumble Rd.
- (4) 55 miles per hour on Goetz Rd. between Murrieta Rd. and Watson Rd.
- (5) 55 miles per hour on Goetz Rd. between Mapes Rd. and Ethanac Rd.
- (6) 55 miles per hour on Case Rd. between Goetz. Rd. and Murrieta Rd.
- (7) 55 miles per hour on Goetz Rd. between Mountain Ave. and Ellis Ave.
- (8) 55 miles per hour on Nuevo Rd. between Boundary Rd. and Evans Rd.
- (9) 55 miles per hour on Ramona Expwy. between Perris Blvd. and Redlands
- (10) 55 miles per hour on Ramona Expwy. between Redlands Ave. and Evans Rd.
- (11) 55 miles per hour on San Jacinto Ave. between Wilson Ave. and Dunlap Dr.”

**Section 9.** New Section 10.36.072. Section 10.36.072 (Same—60 miles per hour adopted on certain streets) is hereby added to Chapter 10.36 of Title 10 of the Perris Municipal Code as follows:

“Pursuant to Vehicle Code division 11, chapter 7, article 1, after receiving an engineering and traffic survey, the city council adopts the following prima facie speed limits on streets within the city limits:

- (1) 60 miles per hour on Ramona Expwy between Avalon Pkwy. and Rider St.”

**Section 10.** Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase

thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

**Section 11. Effective Date.** This Ordinance shall take effect 30 days after its adoption.

**Section 12. Certification.** The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

**ADOPTED, SIGNED and APPROVED** this \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
MAYOR, MICHAEL M. VARGAS

ATTEST:

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

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

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

AYES:  
NOES:  
ABSENT:

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



# ATTACHMENT 3

2021 Citywide Traffic Count and Speed Survey

Link: [https://www.cityofperris.org/government/city-council/Council Meetings](https://www.cityofperris.org/government/city-council/Council%20Meetings)

City of Perris

# 2021 Citywide Traffic Count and Speed Survey

October 11, 2021





# TABLE OF CONTENTS

<b>SUMMARY</b> .....	<b>2</b>
<b>SPEED LIMITS - CALIFORNIA VEHICLE CODE REQUIREMENTS</b> .....	<b>7</b>
<b>DATA COLLECTION AND ANALYSIS</b> .....	<b>8</b>
ROADWAY CHARACTERISTICS .....	8
RADAR CHECKS .....	8
TRAFFIC COUNTS .....	8
COLLISION DATA.....	9
ANALYSIS OF SPEED DATA.....	9
DRIVING THE STREETS .....	9
<b>SPEED LIMIT RECOMMENDATIONS</b> .....	<b>13</b>
<b>Appendices</b>	
A. Detail Speed Survey Forms and Copies of Speed Data	

Redefining Mobility

## CERTIFICATION

This report includes the engineering and traffic surveys of speed limits within the City of Perris. The existing posted speed limits were reviewed for compliance with California Vehicle Code, Section 40802, which requires the preparation of engineering and traffic surveys for road segments with enforcement by radar or other electronic devices. The following reference materials were also used in the preparation of this report:

1. California Vehicle Code (CVC) – As of January 1, 2021.
2. California Manual of Uniform Traffic Control Devices (CA-MUTCD, 2014, Revision 6, effective 03/30/2021) – State of California, Department of Transportation, Sacramento, California.

I, Joy Bhattacharya, do hereby certify that I am a Registered Civil Engineer in the State of California. I have conducted this study for the City of Perris, and this report was prepared under my supervision. This report's contents are true and accurate to the best of my knowledge.



---

Joy Bhattacharya, P.E., P.T.O.E.  
Registered Civil Engineer 68928



## INTRODUCTION

This report presents the results of the engineering and traffic survey for the City of Perris conducted in October and November 2020. The study included radar speed surveys, daily traffic counts, and traffic accidents at 58 locations as shown in Figure 1. Figure 1 also shows existing posted speed limits on the segments that are included in the radar speed surveys. The purpose of this survey is to evaluate if the current speed limits are still appropriate for enforcement purposes. California Vehicle Code (CVC) section 40802b requires that engineering and traffic surveys for speed limits should be conducted once every five, seven or ten years by governing municipalities. Streets defined as “local streets and roads” as described in the amended subdivision (b) of Section 40802 “Speed Trap” of the CVC, effective January 1, 1982, are exempted.

## SUMMARY

Table I summarizes existing speed limit and recommended speed limit for each street segment where no changes are recommended. A change in speed limit is recommended for roadway segments listed in Table II.

**Table I: Speed Limit Recommendations with No Changes- Summary**

<i>Roadway Segment No.</i>	<i>Roadway Segment Limit</i>	<i>Existing Speed Limit (mph)</i>	<i>85<sup>th</sup> Percentile Speed</i>	<i>Recommended Speed Limit</i>
1	Harley Knox Blvd. between Webster & Patterson Ave.	50	55	50
2	Harley Knox Blvd. between Indian Ave. & Perris Blvd.	50	55	50
5	Perris Blvd. between Ramona Expwy. & Markham St.	45	47	45
8	Ramona Expwy. between Nevada Rd & Webster Ave.	50	55	50
9	Ramona Expwy. between Brennan Ave. and Indian Ave	50	57	50
10	Ramona Expwy. between Indian Ave. & Perris Blvd.	50	48	50
11	Ramona Expwy. between Perris Blvd. & Redlands	55	54	55
12	Ramona Expwy. between Redlands Ave. & Evans Rd.	55	55	55
15	Perris Blvd. between Rider St. & Morgan St.	45	52	45
19	Rider St. between Bradley Rd. & Ramona Expwy.	40	46	40
22	Placentia Ave. between Perris Blvd. & Redlands Ave.	40	46	40
24	Perris Blvd. between Orange Ave. & Placentia Ave.	45	44	45
25	Orange Ave. between Indian Ave. & Redlands Avenue.	45	43	45

<b>Roadway Segment No.</b>	<b>Roadway Segment Limit</b>	<b>Existing Speed Limit (mph)</b>	<b>85<sup>th</sup> Percentile Speed</b>	<b>Recommended Speed Limit</b>
26	Orange Ave. between Redlands Ave. & Wilson Ave.	25	23	25
27	Orange Ave. between Murrieta Rd. & Evans Rd.	45	48	45
28	Redlands Ave. between Citrus Ave. & Orange Ave.	45	50	45
29	Evans Rd. between Citrus Ave. & Orange Ave.	45	52	45
30	Perris Blvd. between Nuevo Rd. & Citrus Ave.	45	46	45
31	Redlands Ave. between Nuevo Rd. & Citrus Ave.	45	47	45
33	Nuevo Rd. between A St. & Perris Blvd.	40	39	40
34	Nuevo Rd. between Perris Blvd. & Ruby Dr.	40	41	40
35	Nuevo Rd. between Redlands Ave. & Wilson Ave.	40	47	40
36	Nuevo Rd. between Boundary Rd. & Evans Rd.	55	57	55
39	Redlands Ave. between Nuevo Rd. & San Jacinto Ave.	45	44	45
44	Navajo Rd. between Iroquois Rd. & Cherokee Rd.	35	39	35
45	4th St. between Navajo Rd. & Park Ave.	45	52	45
46	4th St. between A St. & D St.	35	42	35
47	Perris Blvd. between San Jacinto & Ellis Ave.	35	39	35
49	Goetz Rd. between Mountain Ave. & Ellis Ave.	55	53	55
50	Case Rd. between Goetz Rd. & Murrieta Rd.	55	59	55
52	Goetz Rd. between Mapes Rd. & Ethanac Rd.	55	58	55
53	Case Rd. between Murrieta Rd. & Watson Rd.	55	53	55
54	Trumble Rd. between Watson Rd. & McGlaughlin Rd.	45	43	45



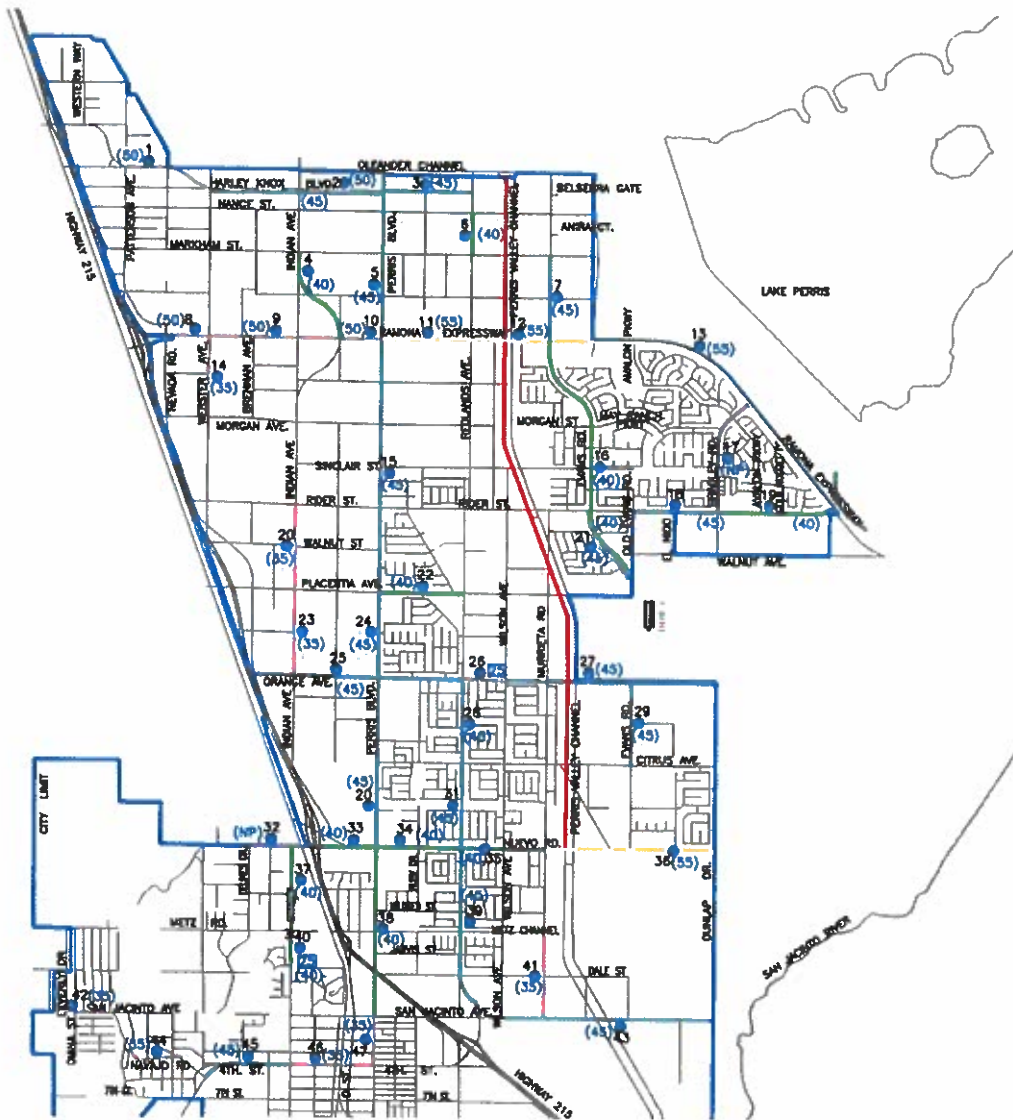
**Table II: Speed Limit Change Recommendations Summary**

<b>Roadway Segment No.</b>	<b>Roadway Segment Limit</b>	<b>Existing Speed Limit (mph)</b>	<b>85<sup>th</sup> Percentile Speed</b>	<b>Recommended Speed Limit</b>
3	Harley Knox Blvd. between Perris Blvd. & Redlands Ave	45	54	50
4	Indian Ave. between Markham St. & Ramona Expwy.	40	52	45
6	Redlands Ave. between Nance St & Markham St.	40	55	50
7	Evans Rd. between Ramona Expwy. & Markham St.	45	55	50
13	Ramona Expwy. between Avalon Pkwy & Rider Street.	55	67	60
14	Webster Ave. between Ramona Expwy. & Morgan St.	35	51	45
16	Evans Rd. between Morgan St. & Rider St.	40	52	45
17	Bradley Rd. between Ramona Expwy. & Rider St.	Not Posted	47	45
18	Rider St. between Old Evans Rd. & Bradley Rd.	45	46	40
20	Indian Ave. between Rider St. & Placentia Ave.	35	50	45
23	Indian Ave. between Placentia Ave. & Orange Ave.	35	52	45
32	Nuevo Rd. between Delines Dr. & A St.	Not Posted	41	35
37	A St. between Metz Rd. & Nuevo Rd.	40	47	45
38	Perris Blvd. between Nuevo Rd. & San Jacinto Ave.	40	48	45
40	A St. between Highland Vista Way & Metz Rd.	25	52	45
41	Murrieta Rd. between Metz Rd. & San Jacinto Ave.	35	47	40
42	San Jacinto Ave. between Lukens Ln. & Navajo Rd.	40	50	45
43	San Jacinto Ave. between Wilson Ave. & Dunlap Dr.	45	60	55
48	A St. between Mountain Ave. & Ellis Ave.	35	44	40
51	Mapes Rd. between A St. & Jimmy Taylor Dr.	40	52	45

<b>Roadway Segment No.</b>	<b>Roadway Segment Limit</b>	<b>Existing Speed Limit (mph)</b>	<b>85<sup>th</sup> Percentile Speed</b>	<b>Recommended Speed Limit</b>
55	Ethanac Rd. between Murrieta Rd. & Trumble Rd.	50	60	55
56	Ethanac Rd. between Goetz Rd. & Murrieta Rd.	50	62	55
57	Goetz Rd. between Ethanac Rd. & Monument Parkway	Not Posted (55)	51	50
58	Goetz Rd. between Kaplan Creek Dr. & Sotelo Rd.	45	55	50



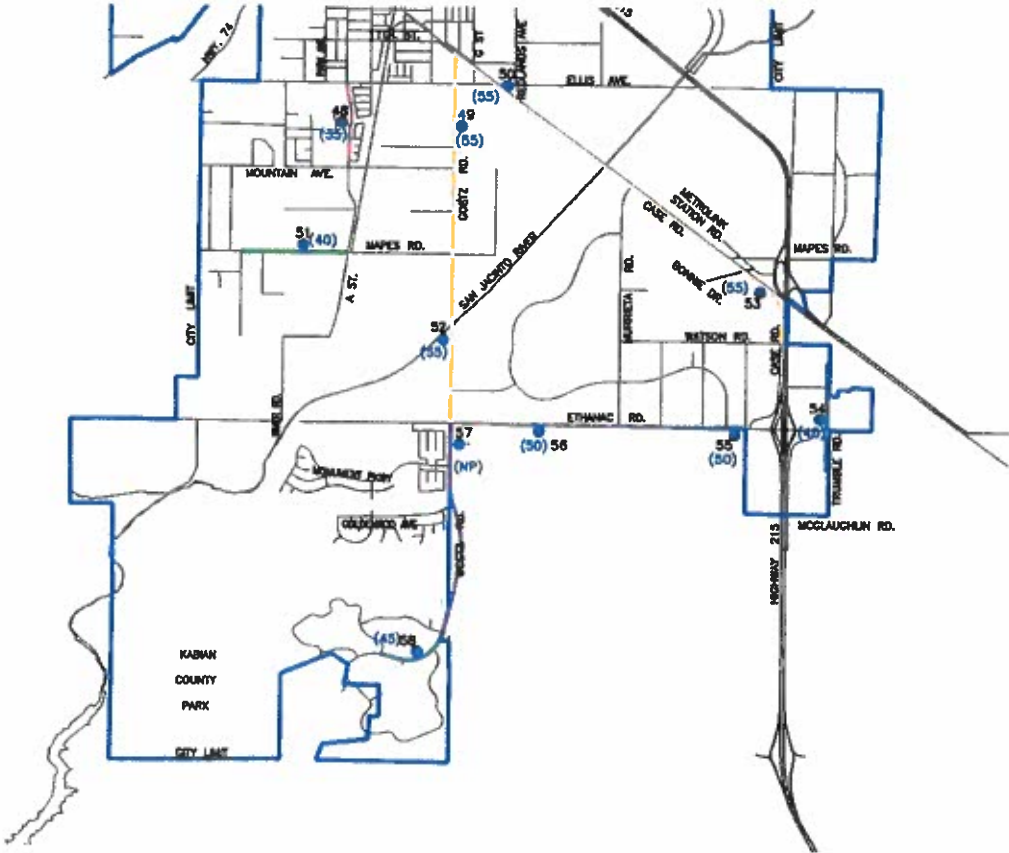
**CITY OF PERRIS**  
**SPEED LIMIT SEGMENTS - 2021**  
**FIGURE 1-1 EXISTING SPEED LIMIT**



**LEGEND:**

- |                            |        |  |
|----------------------------|--------|--|
| ● SPEED LIMIT SEGMENT      | 60 MPH |  |
| (XX) POSTED SPEED LIMIT    | 55 MPH |  |
| XX ADVISORY SPEED LIMIT    | 50 MPH |  |
| SCHOOL SPEED LIMIT         | 45 MPH |  |
| (NP) NO POSTED SPEED LIMIT | 40 MPH |  |
|                            | 35 MPH |  |
|                            | 30 MPH |  |
|                            | 25 MPH |  |
|                            | NP     |  |

**CITY OF PERRIS**  
**SPEED LIMIT SEGMENTS - 2021**  
**FIGURE 1-2 EXISTING SPEED LIMIT**



**LEGEND:**

● SPEED LIMIT SEGMENT	60 MPH	
(XX) POSTED SPEED LIMIT	55 MPH	
XX ADVISORY SPEED LIMIT	50 MPH	
23 SCHOOL SPEED LIMIT	45 MPH	
(NP) NO POSTED SPEED LIMIT	40 MPH	
	35 MPH	
	30 MPH	
	25 MPH	
	NP	

## SPEED LIMITS - CALIFORNIA VEHICLE CODE REQUIREMENTS

The procedures used to formulate recommendations in this report meet the requirements of the CVC (Sections 22348 through 22413; Sections 627 and 40802 and others referenced in this section), the California Manual of Uniform Traffic Control Devices (CAMUTCD). CAMUTCD is the amended version of FHWA MUTCD for use in California. Summarized below are the applicable portions from the CVC.

**CVC Section 235 – Business District:** An area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway.

**CVC Section 515 – Residence District:** An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a quarter mile.

**CVC Section 22349 – Maximum Speed Limits:** Provides that no person shall drive a vehicle upon a highway at a speed greater than 65 mph. An exception to this, as stated in CVC Section 22356, is that Caltrans may increase the speed and these increases can only be made after consultation with the California Highway Patrol (CHP) and based on an engineering and traffic survey.

**CVC Section 22350 – Basic Speed Law:** Provides that no person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent, and in no event at a speed that endangers the safety of persons or property. Reasonable is defined in Webster's New World Dictionary as "just, of sound judgment, and not excessive." Prudent is defined as "exercising sound judgment in practical matters, cautious and discreet in conduct, not rash and managing carefully."

**CVC Section 22351 – Speed Law Violations:** States that the speed of any vehicle upon a highway not more than the limits specified in Section 22352 of the CVC or established as authorized in the CVC is lawful unless proved to violate the Basic Speed Law. This same section also states that the speed of any vehicle upon a highway more than the prima facie speed limits in Section 22352 of the CVC or established as authorized in the CVC is unlawful unless the defendant establishes by competent evidence that the speed more than said limits did not constitute a violation of the Basic Speed Law at the time, place and under the conditions then existing.

**CVC Section 22352 – Prima Facie Speed Limits:** Establishes prima facie speed limits for Local Roads and Streets. The literal definition of the phrase "prima facie" is "the first appearance". It is also defined as "first view" and "before investigation". Prima facie evidence is evidence sufficient to establish the fact or to raise a presumption of fact unless rebutted. Prima facie speed limits are those that are defined in CVC Section 22352. These speed limits shall be applicable unless changed as authorized in the CVC and if so changed, only when signs have been erected giving notice thereof.

A speed limit of 15 MPH applies at railroad crossings, at uncontrolled highway intersections with an obstructed view, and on alleys. A speed limit of 25 mph applies on any highway other than State highways in any business or residence district unless a different limit is established by procedures described in the CVC. The 25-mph limit also applies in school zones.

**CVC Sections 22357 (Increase of Local Speed Limits to 65 mph) and 22358 (Decrease of Local Speed Limits):** Authorizes local authorities to establish prima facie speed limits on streets and roads under their jurisdiction, based on an engineering and traffic survey.



**CVC Sections 22358.3 (Decrease on Narrow Streets) and 22358.4 (Decrease of Local Limits Near Schools or Senior Centers):** Authorizes local agencies to reduce prima facie speed limits to 20 or 15 mph on narrow streets (with roadway width less than 25 feet), school zones, or senior centers based on engineering and traffic surveys.

**CVC Sections 22358.5 (Decrease of 85<sup>th</sup> Percentile Speed):** The Legislature intends those physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of section 22350 is sufficient regulation as to such conditions.

**CVC Section 21400 (b) (Round down of 85<sup>th</sup> Percentile Speed):** in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment, but then the Department of Transportation or a local authority shall not reduce the speed limit any further for any reason.

**CVC Section 40802 (b) – Prima Facie Speed Limits:** Provides that prima facie speed limits established under CVC Sections 22352(b)(1), 22354, 22357, 22358, and 22358.3 may not be enforced by radar unless the speed limit has been justified by an engineering and traffic survey within the last five years. This CVC section does not apply to Local Roads and Streets.

## DATA COLLECTION AND ANALYSIS

The methodology used in data collection and speed surveys are described in this chapter. A description of speed survey analysis is also provided.

### ROADWAY CHARACTERISTICS

All the roadways were surveyed to determine existing roadway characteristics and surrounding land uses. The roadway classification is based on the functional roadway classification included in the circulation element of the City of Perris General Plan<sup>1</sup>. **Figure 2** shows Street Classification per City of Perris General Plan.

### RADAR CHECKS

Traffic speed surveys were conducted in October-November 2020 and in June 2021 with calibrated radar guns on days with fair weather, dry pavement, and clear visibility. An effort was made to ensure that the presence of radar survey equipment did not affect the speed of the traffic being surveyed. **Figure 1** shows study segments included as part of this engineering and traffic survey and the existing speed limits. A minimum of 100 observations were made in all the cases except few locations. The results of the radar speed survey data are shown in **Appendix A** with the Engineering and Traffic Survey (E&TS) summary sheets.

### TRAFFIC COUNTS

Average daily traffic (ADT) counts were conducted at all study locations by IDAX. These counts were used to determine the accident rates for each segment, which in turn was used to determine the appropriate speed limit for each segment.

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<sup>1</sup> <https://www.cityofperris.org/home/showdocument?id=447>

## **COLLISION DATA**

Collisions reported at study roadway segments were obtained from the Statewide Integrated Traffic Records System (SWITRS) database for a period of three years from January 2018 to December 2020. Collision rates are a significant factor in determining the appropriate speed limits. The E&TS for each roadway segment included in Appendix A shows the number of collisions in the last three years and the accident rate. Figure 3 shows a mapping of collisions on the City of Perris roadways. Transportation Injury Mapping System (TIMS) was used to map and summarize the collisions. 2018 crash Data on California State Highways data was used compare the collision rates of the roadway segments with the reported statewide collision rates for similar roadways. 2018 total collision rates for urban roadways per Million Vehicle Miles (MVM) are as follows:

- 2 and 3 lane roadways – 1.29 per MVM
- 4+ undivided roadways – 1.46 per MVM
- 4+ divided roadways – 1.24 per MVM
- 2 and 3 lane expressways – 0.86 per MVM
- 4+ divided expressways – 0.84 per MVM

## **ANALYSIS OF SPEED DATA**

The radar speed survey data was compiled and analyzed to determine the 50th percentile speed, 85th percentile speed, 10 mph pace speed, the percent of vehicles observed within the 10-mph pace speed, the range of speed observed, and the average speed for each surveyed location. A description of these terms is provided below:

- *50th Percentile Speed (Median Speed):* The speed above and below which 50 percent of the sample speeds were observed. This value indicates the speed that a driver may choose to drive without the influence of any speed limits, speed signs, or enforcement.
- *85th Percentile Speed (Critical Speed):* The speed at or below which 85 percent of the sample speeds were observed. The 85th percentile speed of a spot speed survey is the primary indicator of the appropriate speed limit for a section of the roadway.
- *10 mph Pace Speed:* The 10-mph increment (range) of speeds containing the greatest number of vehicles. In almost all cases, the 85th percentile speed and the recommended speed lie within the range, frequently in the middle to upper range of the interval. The percent of vehicles that fall within the pace speed is an indicator of the bunching of vehicular speeds. The percent within the pace is often between 60 and 80.
- *Average speed:* The average speed is simply the cumulative speed divided by the number of observed vehicles.

The speed limit for each study segment was recommended after determining the average speed, 85th percentile speed, pace speed and considering other significant factors like existing land use, roadway design characteristics, and accident rates (based on accident records for the last three years) for the study segment.

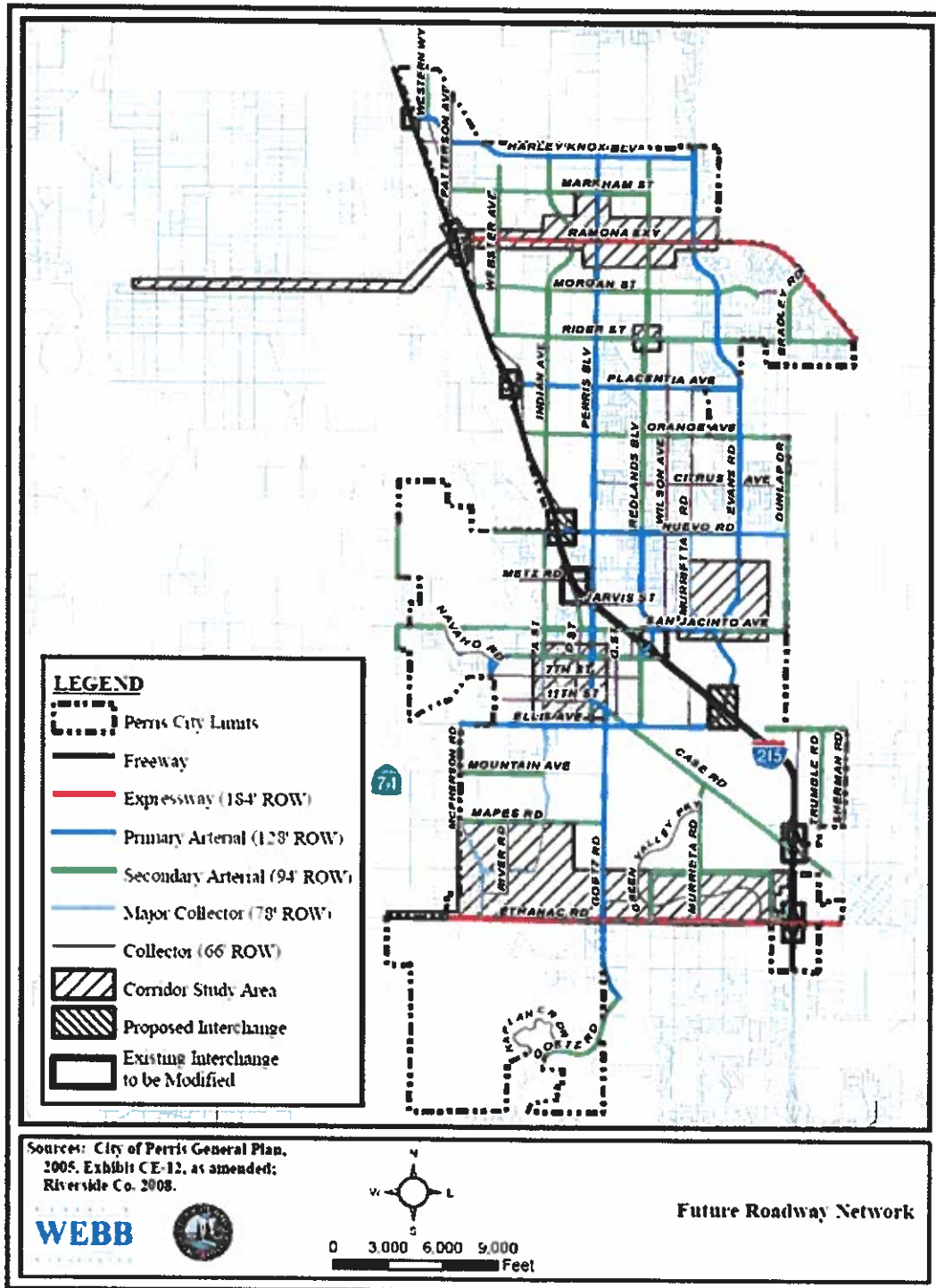
## **DRIVING THE STREETS**

A final field check involves an experienced traffic engineer driving each street segment while “floating” with prevailing traffic to determine the speed of traffic that is reasonable from the driver’s viewpoint. The traffic engineer evaluates the appropriateness of the 85th percentile and adds the perspective of human judgment to set the appropriate speed limit. Such factors as roadside development, the

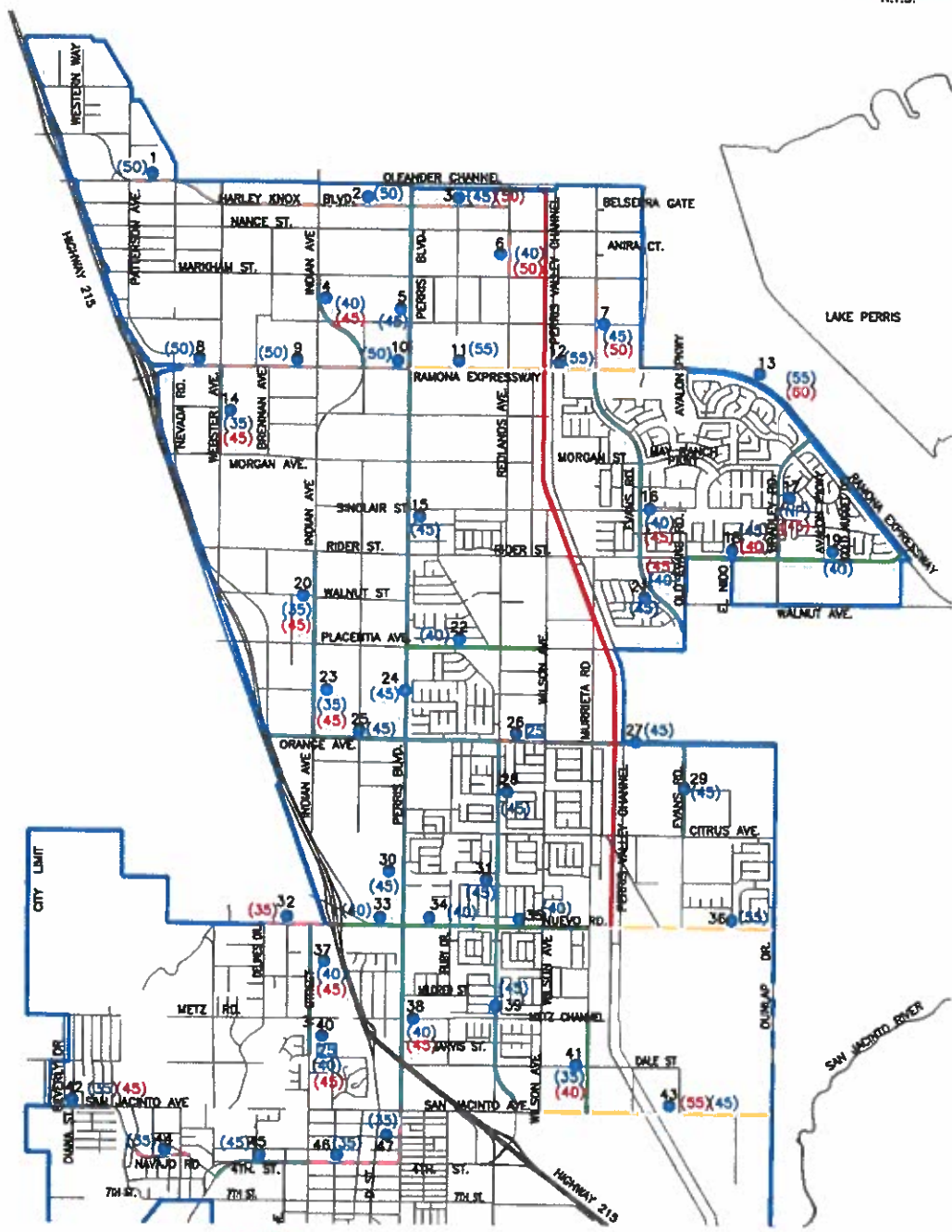


number, and location of driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, areas frequented by pedestrians, horizontal and vertical alignment of the roadway, intersection spacing, visibility and control, landscaping, and numerous other less tangible factors, all contribute to establishing the final recommended speed limit.

Figure 2: Existing Roadway Classification



*CITY OF PERRIS*  
**SPEED LIMIT SEGMENTS - 2021**  
**FIGURE 4-1 RECOMMENDED SPEED LIMIT**



**LEGEND:**

● SPEED LIMIT SEGMENT	60 MPH	
(XX) POSTED SPEED LIMIT	55 MPH	
XX ADVISORY SPEED LIMIT	50 MPH	
SCHOOL SPEED LIMIT	45 MPH	
(NP) NO POSTED SPEED LIMIT	40 MPH	
	35 MPH	
	30 MPH	
	25 MPH	
	NP	





CVC's residence density guidelines. However, there are segments of high residential density on Citrus Avenue beyond the quarter-mile segment. Consistent with the adjacent roadway segments and per 2014 CA MUTCD recommendations to avoid short speed zones, it is recommended to maintain an existing speed of 25 mph on segment 36, Citrus Avenue between Perris Boulevard and Redlands Avenue.

The speed limit recommendations for the other non prima facie roadway segments are based on the 2014 CA MUTCD guidelines that include two options for establishing speed limits at the nearest 5 mph increment of the 85th-percentile speed of free-flowing traffic as the following:

- Option 1: The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th-percentile speed, in compliance with CVC Sections 627 and 22358.5.
- Option 2: For cases in which the nearest 5 mph increment of the 85th-percentile speed would require rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed if no further reduction is used. Refer to CVC Section 21400(b).

Justification for reducing speed limits can be based on residential density, pedestrian/bicyclist safety, and other factors not readily apparent to drivers but essential to meet the traffic safety needs of the community. The following factors may be considered to adjust and determine the final speed limits:

- Road characteristics, shoulder condition, grade, alignment, and sight distance
- 10 mph pace speed (a 10-mile range in speeds in which the highest number of data is recorded)
- Roadside development and environment
- Parking practices and bicycle/pedestrian activity
- Reported crash experience for at least 12 months

Additionally, the 2014 CAMUTCD recommends that speed zoning with 5 mph increments is preferable in urban areas and that short speed zones should be avoided.

Based on the above guidelines, speed limit recommendations for the 58 street segments were established. Table V summarizes data and analysis pertaining to the speed survey. Appendix A presents the results of the traffic survey analyses, which include prevailing speed data, accident history, traffic factors, and roadway conditions. The recommended speed limit for each street segment is also shown in Appendix A with a comment on the rationale for the recommendation. Figure 4 shows the recommended speed limits.

## SPEED LIMIT RECOMMENDATIONS

With all the statistics inherent in the speed survey process, there is a great deal of engineering judgment required, and to a certain extent, a consistency process applied during the establishment of speed limits. Speed limits should be reasonable and realistic regardless of the results of the field studies. Reasonable speed limits are those at which responsible motorists would drive without enforcement and/or signage.

**Residential and Business Districts:** CVC Section 22352 (b)(1) describes prima facie speed limits as: A speed limit of 25 mph applies on any highway other than State highways in any business or residence district unless a different limit is established by procedures described in the CVC.

CVC Section 235 guides density for Business District. A business district is an area in which at least 50 percent of the properties are used for business for a minimum distance of 600 feet on one side or 300 feet on both sides of a highway. CVC Section 515 and Section 627 (C)(1) guides residential density. An area outside of the Business District along a highway that has a minimum of 13 separate dwelling units on one side, or 16 on both sides within a quarter-mile qualifies as a residence district. Pursuant to these sections, the following segments are recommended to maintain the existing speed limit of 25 mph.

**Table III: Speed Limit Recommendations Based on Business Density**

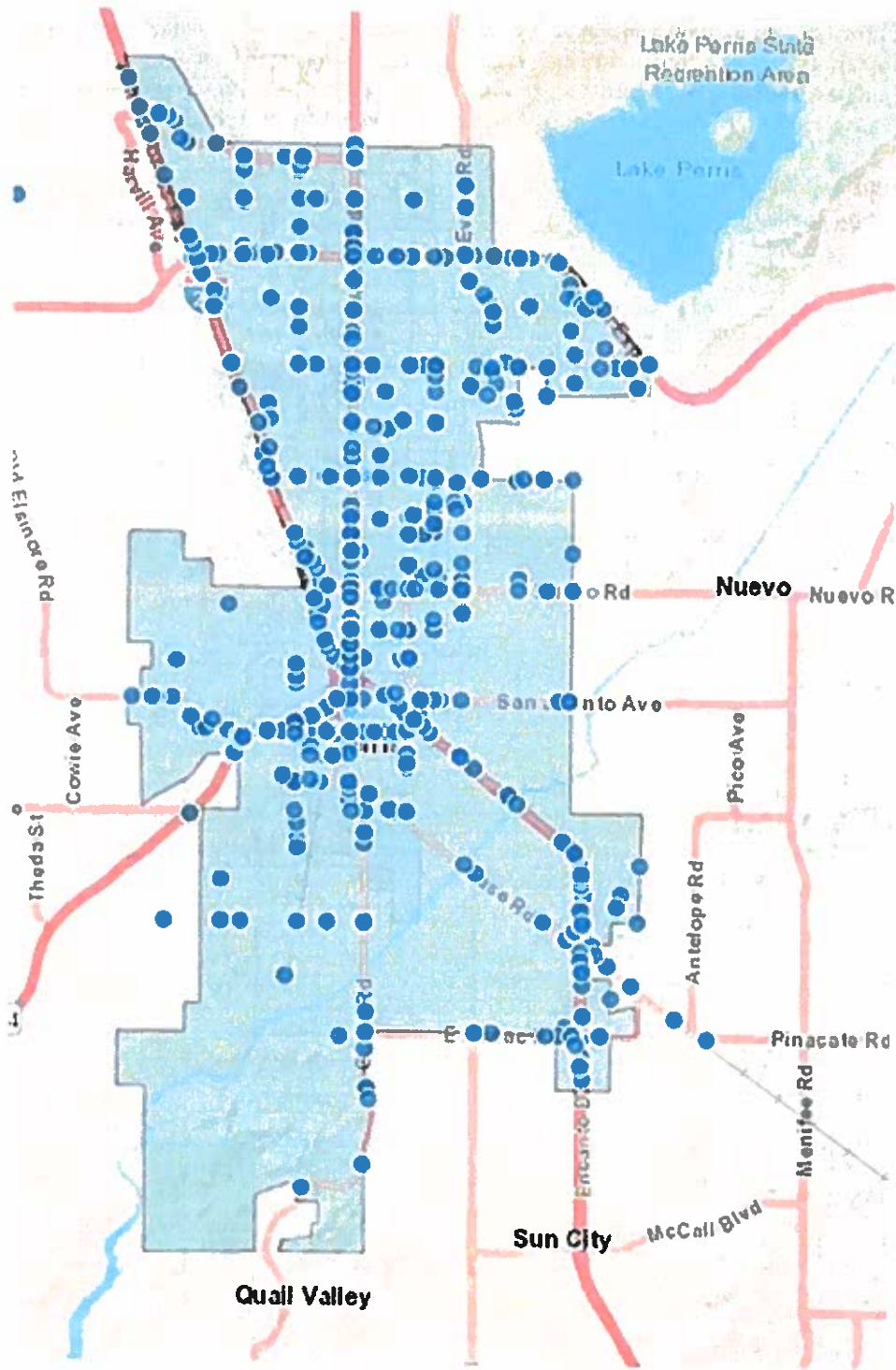
<i>Roadway Segment Limit</i>	<i>Existing Speed Limit</i>	<i>Recommended Speed Limit</i>
Morgan St. between Webster Ave. & Indian Ave.	25 mph	25 mph
Morgan St. between Indian Ave. & Perris Blvd.	25 mph	25 mph

**Table IV: Speed Limit Recommendations Based on Business Density**

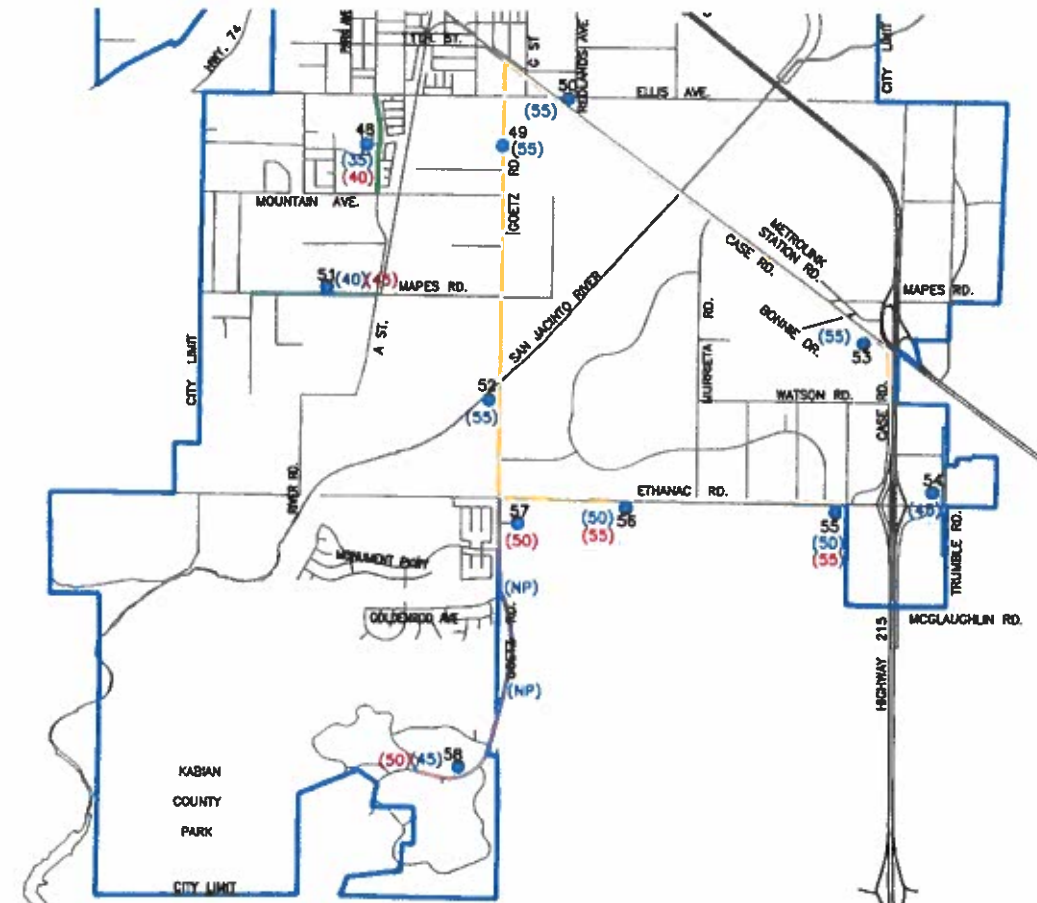
<i>Roadway Segment Limit</i>	<i>Existing Speed Limit</i>	<i>Recommended Speed Limit</i>
Placentia Ave. between Redlands Ave. & Wilson Ave.	25 mph	25 mph
Spectacular Bid St. between Water St & Spokane St.	25 mph	25 mph
Murrieta Rd. between Orange Ave. & Citrus Ave.	25 mph	25 mph
Citrus Ave. between Perris Blvd. & Redlands Ave.	25 mph	25 mph
Citrus Ave. between Redlands Ave. & Wilson Ave.	25 mph	25 mph
Wilson Ave. between Citrus Ave. & Nuevo Rd.	25 mph	25 mph
Murrieta Rd. between Nuevo Rd. & Citrus Ave.	25 mph	25 mph
A St. between 7th St. & 9th St.	25 mph	25 mph
7th St. between Perris Blvd. & G St.	25 mph	25 mph
Goldenrod Ave. between Alabaster Loop & Goetz Rd.	25 mph	25 mph

It should be noted that on roadway segment, Citrus Avenue between Perris Boulevard and Redlands Avenue, there are 12 separate dwellings with driveways on one side of the street, one dwelling short of

**Figure 3: Collisions (2018-2020)**



*CITY OF PERRIS*  
**SPEED LIMIT SEGMENTS - 2021**  
**FIGURE 4-2 RECOMMENDED SPEED LIMIT**



**LEGEND:**

- |                            |        |  |
|----------------------------|--------|--|
| ● SPEED LIMIT SEGMENT      | 60 MPH |  |
| (XX) POSTED SPEED LIMIT    | 55 MPH |  |
| XX ADVISORY SPEED LIMIT    | 50 MPH |  |
| SCHOOL SPEED LIMIT         | 45 MPH |  |
| (NP) NO POSTED SPEED LIMIT | 40 MPH |  |
|                            | 35 MPH |  |
|                            | 30 MPH |  |
|                            | 25 MPH |  |
|                            | NP     |  |



Table III: Speed Limit Recommendations

Road Segment No.	Road Segment Name	Roadway Classification	Length of Segment (ft)	2011 DOTS Average Daily Traffic (ADT) Weekday	Midblock Collisions (3 yr avg)	Collision Rate (A/PMVH)	Statewide Collision Rate	2014 DOTS 85th Pile Speed (mph)	Posted Speed Limit	85th Pile Mile Speed	Preliminary Recommended Speed Limit (mph)	High Collision Rate	On-Street parking	High Delivery Density	Truck & Probe (t)	Curves, etc. Not Observed	Residential Density	Ped/ Bike Safety	10 mph zone	Recommended Speed Limit (mph)	
1	Harley Lane Blvd. between Webster & Parkman Ave	Primary Arterial	5335	14411	5	0.50	1.24	NA	50	51	30	N	N	N	Y	Y	N	N	N	44-53	50
2	Harley Lane Blvd. between Indian Ave & Perre Blvd	Primary Arterial	5386	8129	2	0.89	1.24	NA	50	53	30	N	N	N	Y	N	N	N	Y	46-55	50
3	Harley Lane Blvd. between Perre Blvd & Redlands Ave	Primary Arterial	2746	4151	0	0.00	1.24	NA	45	50	30	N	N	N	Y	N	N	N	Y	46-55	50
4	Indian Ave. between Martham St & Ramona Expy	Secondary Arterial	3115	8434	2	0.47	1.24	NA	40	52	30	N	N	N	Y	N	N	Y	Y	41-50	45
5	Perre Blvd. between Ramona Expy & Martham St	Primary Arterial	2993	24164	19	2.89	1.24	51	45	47	45	Y	N	N	Y	N	N	Y	Y	37-45	45
6	Redlands Ave. between Martham St & Martham St	Secondary Arterial	1320	1788	1	0.98	1.24	NA	40	55	55	N	N	N	Y	N	N	Y	Y	41-50	50
7	Evans Rd. between Ramona Expy & Martham St	Primary Arterial	2640	20204	2	0.18	1.24	59	45	55	35	N	N	N	N	N	Y	Y	Y	47-56	50
8	Ramona Expy. between Nevada Rd & Webster Ave	Expressway	1320	45976	16	1.27	1.24	53	50	55	35	Y	N	N	N	N	N	N	N	44-53	50
9	Ramona Expy. between Brandon Ave. and Indian Ave	Expressway	2746	88222	13	0.57	0.84	55	50	57	35	N	N	N	Y	N	N	Y	Y	46-55	50
10	Ramona Expy. between Indian Ave & Perre Blvd	Expressway	1320	37990	0	0.00	0.84	53	50	48	50	N	N	N	Y	N	N	Y	Y	35-44	50
11	Ramona Expy. between Perre Blvd & Redlands	Expressway	2746	53090	9	0.68	0.84	58	55	54	35	N	N	N	Y	N	N	Y	Y	42-51	55
12	Ramona Expy. between Redlands Ave. & Evans Rd	Expressway	1882	17384	20	1.04	0.84	58	55	53	55	Y	N	N	N	N	N	Y	Y	43-52	55
13	Ramona Expy. between Avalon Pkwy & Rider Street	Expressway	4224	22568	4	0.20	0.84	61	55	67	55	N	N	N	Y	N	N	Y	Y	53-61	60
14	Webster Ave. between Ramona Expy & Morgan St	Secondary Arterial	2482	3486	0	0.00	1.46	NA	35	53	30	N	N	N	Y	N	N	Y	Y	40-49	45
15	Perre Blvd. between Rider St. & Morgan St	Primary Arterial	2691	22470	17	1.30	1.24	49	45	57	30	Y	N	N	Y	N	N	Y	Y	39-48	45
16	Evans Rd. between Morgan St. & Rider St	Primary Arterial	3640	16504	5	0.68	1.24	49	40	52	30	N	N	N	N	N	Y	Y	Y	41-53	45
17	Bradley Rd. between Ramona Expy & Rider St	Secondary Arterial	1802	2754	6	2.75	1.29	51	Post 40	47	45	Y	N	N	N	N	N	Y	Y	38-47	45
18	Rider St. between Bradley Rd. & Bradley Rd	Secondary Arterial	2640	6842	5	1.83	1.24	NA	45	46	45	Y	N	N	N	N	N	Y	Y	35-44	40
19	Rider St. between Bradley Rd. & Ramona Expy	Secondary Arterial	3090	5217	9	2.25	1.24	NA	40	46	45	Y	N	N	N	N	N	Y	Y	30-45	40
20	Indian Ave. between Rider St. & Placencia Ave	Secondary Arterial	2640	1839	1	0.48	1.29	NA	35	50	50	N	N	N	Y	N	N	Y	Y	37-46	45
21	Evans Rd. between Placencia Ave. & Rider St	Primary Arterial	3082	6725	6	1.35	1.24	51	40	47	45	Y	N	N	N	N	N	Y	Y	37-46	45
22	Placencia Ave. between Perre Blvd & Redlands Ave	Primary Arterial	2640	5252	1	0.35	1.24	47	40	46	45	N	N	N	N	N	N	Y	Y	34-43	40
23	Indian Ave. between Placencia Ave & Orange Ave	Secondary Arterial	2691	8036	1	1.59	1.29	NA	35	52	50	Y	N	N	N	N	N	Y	Y	42-51	45
24	Perre Blvd. between Orange Ave. & Placencia Ave	Primary Arterial	2691	22081	19	1.84	1.24	50	45	44	45	Y	N	N	N	N	N	Y	Y	34-43	45
25	Orange Ave. between Indian Ave. & Redlands Ave	Secondary Arterial	3280	7130	18	1.67	1.24	53	45	43	45	Y	N	N	Y	N	N	Y	Y	32-41	45
26	Orange Ave. between Redlands Ave & Wilbur Ave	Secondary Arterial	1320	9630	5	1.90	1.46	31	25	23	25	Y	N	N	N	N	N	Y	Y	14-23	25

Road Segment No.	Road Segment Name	Street Type Classification	Length of Segment (ft)	2021 6875 Average Daily Traffic (ADT) Weekday	Midblock Collisions (1 yr total)	Collision Rate (A/ADT)	Statewide Collision Rate	2021 6875 85th Pile Speed (mph)	Posted Speed Limit	85th Pile Speed	Prohibitory Recommended Speed Limit (mph)	High Collision Rate	On-Street Parking	High Brewery Density	Truck Presence	Curves, etc. Not Observed	Reckless and Drunk	Post Mile Sub Ty	ED mph min	Recommended Speed Limit (mph)
27	Orange Ave. between Murrieta Rd. & Paines Rd.	Secondary Arterial	2640	11688	3	0.17	1.29	51	45	48	45	Y	N	N	N	N	N	Y	39-48	45
28	Redlands Ave. between Citrus Ave. & Orange Ave.	Secondary Arterial	2640	6643	3	0.82	1.46	51	45	50	50	N	N	N	N	N	N	Y	37-46	45
29	Paine Rd. between Citrus Ave. & Orange Ave.	Primary Arterial	2653	6720	1	0.27	1.24	NA	45	52	50	N	N	N	N	N	N	Y	40-50	45
30	Paine Blvd. between Nuevo Rd. & Citrus Ave.	Primary Arterial	2640	7847	21	1.34	1.24	NA	45	46	45	Y	N	N	Y	N	N	Y	37-46	45
31	Redlands Ave. between Paine Rd. & Citrus Ave.	Secondary Arterial	2640	6541	15	4.19	1.46	51	45	47	45	Y	N	N	N	N	N	Y	37-46	45
32	Nuevo Rd. between Dolores Dr. & A St.	Secondary Arterial	1320	3158	0	0.00	1.29	56	Not Posted	41	40	N	N	N	N	N	N	Y	32-41	35
33	Nuevo Rd. between A St. & Paine Blvd.	Primary Arterial	2651	2812	8	0.69	1.24	64	40	39	40	N	N	N	Y	N	N	Y	37-46	40
34	Nuevo Rd. between Paine Blvd. & Ruby Dr.	Primary Arterial	1320	1413	5	1.29	1.46	50	40	41	40	N	N	N	N	N	N	Y	28-37	40
35	Nuevo Rd. between Redlands Ave. & Dolores Ave.	Primary Arterial	1320	4080	14	6.35	1.46	64	40	47	45	Y	N	N	N	N	N	Y	37-46	40
36	Nuevo Rd. between Boundary Rd. & Evans Rd.	Primary Arterial	1348	12507	1	0.25	1.46	62	55	57	55	N	N	N	N	N	N	Y	48-57	55
37	A St. between Metz Rd. & Nuevo Rd.	Secondary Arterial	2640	4798	0	0.00	1.29	59	40	47	45	N	N	N	N	N	N	Y	33-46	45
38	Paine Blvd. between Nuevo Rd. & San Jacinto Ave.	Primary Arterial	5280	19307	34	1.90	1.24	NA	40	48	45	Y	N	N	N	N	N	Y	38-47	45
39	Highland Ave. between Nuevo Rd. & San Jacinto Ave.	Primary Arterial	5438	9271	9	0.86	1.46	46	45	44	45	N	N	N	N	N	N	Y	36-45	45
40	A St. between Highland Vista Way & Metz Rd.	Secondary Arterial	1256	5028	1	1.29	1.29	NA	35*	52	50	N	Y	N	N	N	N	Y	47-51	45
41	Murrieta Rd. between Metz Rd. & San Jacinto Ave.	Major Collector	2640	2670	0	0.00	1.29	NA	35	47	45	N	Y	N	N	N	N	Y	37-46	40
42	San Jacinto Ave. between Lusk Ln. & Nuevo Rd.	Secondary Arterial	2554	4274	4	1.21	1.29	60	40	50	50	N	N	N	N	N	N	Y	40-49	45
43	San Jacinto Ave. between Wilson Ave. & Dunlap Dr.	Secondary Arterial	6547	12418	5	0.32	1.29	51	45	60	60	N	N	N	Y	N	N	Y	50-59	55
44	Menajo Rd. between Irwin Rd. & Chertoff Rd.	Collector	1256	8035	2	1.01	1.29	39	35	39	35	N	N	N	N	N	N	Y	31-40	35
45	14th St. between Hovey Rd. & Park Ave.	Secondary Arterial	2112	14533	38	2.91	1.46	51	45	52	50	Y	N	N	Y	N	N	Y	43-50	45
46	19th St. between A St. & D St.	Secondary Arterial	1901	10206	9	0.76	1.46	46	35	42	40	N	N	N	Y	N	N	Y	34-43	35
47	Paine Blvd. between San Jacinto & Ellis Ave.	Primary Arterial	5280	15480	3	0.14	1.46	NA	35	39	35	N	N	N	N	N	N	Y	33-40	35
48	A St. between Mountain Ave. & Ellis Ave.	Major Collector	2640	3423	4	2.13	1.29	31	35	44	40	Y	N	N	N	N	N	Y	35-44	40
49	Geets Rd. between Mountain Ave. & Ellis Ave.	Primary Arterial	2640	7074	4	1.03	1.29	57	55	53	55	N	N	N	Y	N	N	Y	41-50	55
50	Casa Rd. between Geets Rd. & Murrieta Rd.	Secondary Arterial	6336	6864	12	1.33	1.29	62	55	59	55	Y	N	N	N	N	N	Y	46-55	55
51	Mapes Rd. between A St. & Jimmy Taylor Dr.	Secondary Arterial	3326	4179	2	0.66	1.29	64	40	52	50	N	N	N	N	N	N	Y	41-54	45
52	Geets Rd. between Mapes Rd. & Paines Rd.	Primary Arterial	5280	10754	8	0.66	1.46	60	55	58	55	N	N	N	N	N	N	Y	46-55	55
53	Casa Rd. between Geets Rd. & Whipple Rd.	Secondary Arterial	7445	3836	3	0.51	1.29	59	55	53	55	N	N	N	Y	N	N	N	44-53	55
54	Trumbull Rd. between Whipple Rd. & McLaughlin Rd.	Secondary Arterial	5280	9179	2	0.57	1.29	NA	45	49	45	N	N	N	Y	N	N	Y	34-43	45
55	Ethanas Rd. between Murrieta Rd. & Trumbull Rd.	Expressway	6600	16641	10	0.44	0.68	56	50	60	60	N	N	N	Y	N	N	Y	47-56	55



Road Segment No.	Road Segment Name	Roadway Classification	Length of Segment (ft)	2021-2023 Average Daily Traffic (ADT) Weekly	Midweek Collisions (3 yr total)	Collision Rate (A/P/RT)	Statewide Collision Rate	2014-2016 85th %ile Site Speed (mph)	Posted Speed Limit	85th Percentile Speed	Preliminary Recommended Speed Limit (mph)	High Collision Rate	On-street parking	High Density	Truck or Present	Curves, etc. Not Observed	Stable Roadway	Prop. Site Safety	10 mph zone	Recommended Speed Limit (mph)
56	Ethanac Rd. between Goetz Rd. & Murrays Rd.	Expressway	3290	12318	4	0.90	0.84	56	50	62	50	N	N	N	N	N	Y	Y	40-55	55
57	Goetz Rd. between Ethanac Rd. & Murrays Rd.	Primary Arterial	1320	9319	2	0.79	1.29	59	Not Posted**	51	50	N	N	N	N	N	Y	Y	47-51	50
58	Goetz Rd. between Kaplan Creek Cr. & Sorens Rd.	Secondary Arterial	2376	4430	2	0.91	1.29	48	45	55	55	N	N	N	Y	N	N	N	46-55	50

\* School Speed Limit Sign. 40 mph speed limit signs are present outside of the roadway segment.

\*\* Speed Limit Sign not posted. 55 mph speed limit signs are present along Goetz north of Ethanac Road

XX Preliminary recommended speed is greater than posted speed limit

  Recommended Speed Limits are based on 85th percentile speeds without any additional reductions.

  Speed Limits cannot be set lower than preliminary recommended speed limit since it was rounded down to the nearest 5 mph increment below the 85th percentile speed and no further reductions can be taken.

# ATTACHMENT 4

**Assembly Bill No. 43**



**Assembly Bill No. 43**

**CHAPTER 690**

An act to amend Sections 627, 21400, 22352, 22354, 22358, and 40802 of, and to add Sections 22358.6, 22358.7, 22358.8, and 22358.9 to, the Vehicle Code, relating to traffic safety.

[Approved by Governor October 8, 2021. Filed with Secretary of State October 8, 2021.]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 43, Friedman. Traffic safety.

(1) Existing law establishes various default speed limits for vehicles upon highways, as specified. Existing law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Existing law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Existing law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety.

This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

(2) Existing law establishes a prima facie speed limit of 25 miles per hour on any highway, other than a state highway, located in any business or residence district, as defined. Existing law authorizes a local authority to change the speed limit on any such highway, as prescribed, including erecting signs to give notice thereof.

This bill would establish a prima facie speed limit of 25 miles per hour on state highways located in any business or residence district and would authorize the Department of Transportation (Caltrans) to change the speed limit on any such highway, as prescribed, including erecting signs to give notice thereof.

(3) Existing law establishes a speed limit of 65 miles per hour on state highways, as specified. Existing law authorizes Caltrans to declare a speed limit on any such highway, as prescribed, of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, including erecting signs to give notice thereof. Existing law also authorizes a local authority, on a section of highway, other than a state highway, where the speed limit is 65 miles per hour to declare a lower speed limit, as specified.

This bill would additionally authorize Caltrans and a local authority to declare a speed limit of 20 or 15 miles per hour, as specified, on these highways.

(4) Existing law authorizes a local authority, without an engineering and traffic survey, to declare a lowered speed limit on portions of highway, as

specified, approaching a school building or school grounds. Existing law limits this authority to sections of highway meeting specified requirements relating to the number of lanes and the speed limit of the highway before the school zone.

This bill would similarly authorize a lowered speed limit on a section of highway contiguous to a business activity district, as defined, and would require that certain violations be subject to a warning citation, for the first 30 days of implementation.

(5) Existing law requires Caltrans, by regulation, to provide for the rounding up or down to the nearest 5 miles per hour increment of the 85th percentile speed of free-flowing traffic on a portion of highway as determined by a traffic and engineering survey. Existing law requires the Judicial Council to create and implement an online tool by June 30, 2024, for the adjudication of traffic infractions, among other things.

This bill would authorize a local authority to further reduce the speed limit, as specified, and require that certain violations be subject to a warning citation, for the first 30 days of implementation. The bill would, in some circumstances, authorize the reduction of a speed limit beginning June 30, 2024, or when the Judicial Council has developed an online tool for adjudicating traffic infraction violations, whichever is sooner. The bill would require Caltrans to accordingly revise the California Manual on Uniform Traffic Control Devices, as specified.

(6) Existing law defines a speed trap and prohibits evidence of a driver's speed obtained through a speed trap from being admissible in court in any prosecution against a driver for a speed-related offense. Existing law deems a road where the speed limit is not justified by a traffic and engineering survey conducted within the previous 7 years to be a speed trap, unless the roadway has been evaluated by a registered engineer, as specified, in which case the speed limit remains enforceable for a period of 10 years. Existing law exempts a school zone, as defined, from certain provisions relating to defining a speed trap.

This bill would extend the period that a speed limit justified by a traffic and engineering survey conducted more the 7 years ago remains valid, for purposes of speed enforcement, if evaluated by a registered engineer, as specified, to 14 years.

This bill would also exempt a senior zone and business activity district, as defined, from those provisions.

*The people of the State of California do enact as follows:*

SECTION 1. Section 627 of the Vehicle Code is amended to read:

627. (a) "Engineering and traffic survey," as used in this code, means a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by state and local authorities.

(b) An engineering and traffic survey shall include, among other requirements deemed necessary by the department, consideration of all of the following:

- (1) Prevailing speeds as determined by traffic engineering measurements.
- (2) Accident records.
- (3) Highway, traffic, and roadside conditions not readily apparent to the driver.

(c) When conducting an engineering and traffic survey, local authorities, in addition to the factors set forth in paragraphs (1) to (3), inclusive, of subdivision (b) may consider all of the following:

(1) Residential density, if any of the following conditions exist on the particular portion of highway and the property contiguous thereto, other than a business district:

(A) Upon one side of the highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures.

(B) Upon both sides of the highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures.

(C) The portion of highway is longer than one-quarter of a mile but has the ratio of separate dwelling houses or business structures to the length of the highway described in either subparagraph (A) or (B).

(2) Safety of bicyclists and pedestrians, with increased consideration for vulnerable pedestrian groups including children, seniors, persons with disabilities, users of personal assistive mobility devices, and the unhoused.

SEC. 2. Section 21400 of the Vehicle Code is amended to read:

21400. (a) The Department of Transportation shall, after consultation with local agencies and public hearings, adopt rules and regulations prescribing uniform standards and specifications for all official traffic control devices placed pursuant to this code, including, but not limited to, stop signs, yield right-of-way signs, speed restriction signs, railroad warning approach signs, street name signs, lines and markings on the roadway, and stock crossing signs placed pursuant to Section 21364.

(b) The Department of Transportation shall, after notice and public hearing, determine and publicize the specifications for uniform types of warning signs, lights, and devices to be placed upon a highway by a person engaged in performing work that interferes with or endangers the safe movement of traffic upon that highway.

(c) Only those signs, lights, and devices as are provided for in this section shall be placed upon a highway to warn traffic of work that is being performed on the highway.

(d) Control devices or markings installed upon traffic barriers on or after January 1, 1984, shall conform to the uniform standards and specifications required by this section.

SEC. 3. Section 22352 of the Vehicle Code is amended to read:

22352. The prima facie limits are as follows and shall be applicable unless changed as authorized in this code and, if so changed, only when signs have been erected giving notice thereof:

(a) Fifteen miles per hour:

(1) When traversing a railway grade crossing, if during the last 100 feet of the approach to the crossing the driver does not have a clear and unobstructed view of the crossing and of any traffic on the railway for a distance of 400 feet in both directions along the railway. This subdivision does not apply in the case of any railway grade crossing where a human flagperson is on duty or a clearly visible electrical or mechanical railway crossing signal device is installed but does not then indicate the immediate approach of a railway train or car.

(2) When traversing any intersection of highways if during the last 100 feet of the driver's approach to the intersection the driver does not have a clear and unobstructed view of the intersection and of any traffic upon all of the highways entering the intersection for a distance of 100 feet along all those highways, except at an intersection protected by stop signs or yield right-of-way signs or controlled by official traffic control signals.

(3) On any alley.

(b) Twenty-five miles per hour:

(1) On any highway, in any business or residence district unless a different speed is determined by local authority or the Department of Transportation under procedures set forth in this code.

(2) When approaching or passing a school building or the grounds thereof, contiguous to a highway and posted with a standard "SCHOOL" warning sign, while children are going to or leaving the school either during school hours or during the noon recess period. The prima facie limit shall also apply when approaching or passing any school grounds which are not separated from the highway by a fence, gate, or other physical barrier while the grounds are in use by children and the highway is posted with a standard "SCHOOL" warning sign. For purposes of this subparagraph, standard "SCHOOL" warning signs may be placed at any distance up to 500 feet away from school grounds.

(3) When passing a senior center or other facility primarily used by senior citizens, contiguous to a street other than a state highway and posted with a standard "SENIOR" warning sign. A local authority may erect a sign pursuant to this paragraph when the local agency makes a determination that the proposed signing should be implemented. A local authority may request grant funding from the Active Transportation Program pursuant to Chapter 8 (commencing with Section 2380) of Division 3 of the Streets and Highways Code, or any other grant funding available to it, and use that grant funding to pay for the erection of those signs, or may utilize any other funds available to it to pay for the erection of those signs, including, but not limited to, donations from private sources.

SEC. 4. Section 22354 of the Vehicle Code is amended to read:

22354. (a) Whenever the Department of Transportation determines upon the basis of an engineering and traffic survey that the limit of 65 miles

per hour is more than is reasonable or safe upon any portion of a state highway where the limit of 65 miles is applicable, the department may determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, 25, 20, or 15 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie speed limit shall be effective when appropriate signs giving notice thereof are erected upon the highway.

(b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

SEC. 5. Section 22358 of the Vehicle Code is amended to read:

22358. (a) Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, 25, 20, or 15 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

(b) This section shall become operative on the date specified in subdivision (c) of Section 22366.

SEC. 6. Section 22358.6 is added to the Vehicle Code, to read:

22358.6. The Department of Transportation shall, in the next scheduled revision, revise and thereafter maintain the California Manual on Uniform Traffic Control Devices to require the Department of Transportation or a local authority to round speed limits to the nearest five miles per hour of the 85th percentile of the free-flowing traffic. However, in cases in which the speed limit needs to be rounded up to the nearest five miles per hour increment of the 85th-percentile speed, the Department of Transportation or a local authority may decide to instead round down the speed limit to the lower five miles per hour increment. A local authority may additionally lower the speed limit as provided in Sections 22358.7 and 22358.8.

SEC. 7. Section 22358.7 is added to the Vehicle Code, to read:

22358.7. (a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

(1) The portion of highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.

(2) The portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

(b) (1) As used in this section, "safety corridor" shall be defined by the Department of Transportation in the next revision of the California Manual

on Uniform Traffic Control Devices. In making this determination, the department shall consider highways that have the highest number of serious injuries and fatalities based on collision data that may be derived from, but not limited to, the Statewide Integrated Traffic Records System.

(2) The Department of Transportation shall, in the next revision of the California Manual on Uniform Traffic Control Devices, determine what constitutes land or facilities that generate high concentrations of bicyclists and pedestrians, as used in paragraph (2) of subdivision (a). In making this determination, the department shall consider density, road use type, and bicycle and pedestrian infrastructure present on a section of highway.

(c) A local authority may not lower a speed limit as authorized by this section until June 30, 2024, or until the Judicial Council has developed an online tool for adjudicating infraction violations statewide as specified in Article 7 (commencing with Section 68645) of Chapter 2 of Title 8 of the Government Code, whichever is sooner.

(d) A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

SEC. 8. Section 22358.8 is added to the Vehicle Code, to read:

22358.8. (a) If a local authority, after completing an engineering and traffic survey, finds that the speed limit is still more than is reasonable or safe, the local authority may, by ordinance, retain the current speed limit or restore the immediately prior speed limit if that speed limit was established with an engineering and traffic survey and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit.

(b) This section does not authorize a speed limit to be reduced by any more than five miles per hour from the current speed limit nor below the immediately prior speed limit.

(c) A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

SEC. 9. Section 22358.9 is added to the Vehicle Code, to read:

22358.9. (a) (1) Notwithstanding any other law, a local authority may, by ordinance, determine and declare a 25 or 20 miles per hour prima facie speed limit on a highway contiguous to a business activity district when posted with a sign that indicates a speed limit of 25 or 20 miles per hour.

(2) The prima facie limits established under paragraph (1) apply only to highways that meet all of the following conditions:

(A) A maximum of four traffic lanes.

(B) A maximum posted 30 miles per hour prima facie speed limit immediately prior to and after the business activity district, if establishing a 25 miles per hour speed limit.

(C) A maximum posted 25 miles per hour prima facie speed limit immediately prior to and after the business activity district, if establishing a 20 miles per hour speed limit.

(b) As used in this section, a “business activity district” is that portion of a highway and the property contiguous thereto that includes central or neighborhood downtowns, urban villages, or zoning designations that prioritize commercial land uses at the downtown or neighborhood scale and meets at least three of the following requirements in paragraphs (1) to (4), inclusive:

(1) No less than 50 percent of the contiguous property fronting the highway consists of retail or dining commercial uses, including outdoor dining, that open directly onto sidewalks adjacent to the highway.

(2) Parking, including parallel, diagonal, or perpendicular spaces located alongside the highway.

(3) Traffic control signals or stop signs regulating traffic flow on the highway, located at intervals of no more than 600 feet.

(4) Marked crosswalks not controlled by a traffic control device.

(c) A local authority shall not declare a prima facie speed limit under this section on a portion of a highway where the local authority has already lowered the speed limit as permitted under Sections 22358.7 and 22358.8.

(d) A local authority shall issue only warning citations for violations of exceeding the speed limit by 10 miles per hour or less for the first 30 days that a lower speed limit is in effect as authorized by this section.

SEC. 10. Section 40802 of the Vehicle Code is amended to read:

40802. (a) A “speed trap” is either of the following:

(1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.

(2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, school zone, senior zone, or business activity district.

(b) (1) For purposes of this section, a local street or road is one that is functionally classified as “local” on the “California Road System Maps,” that are approved by the Federal Highway Administration and maintained by the Department of Transportation. It may also be defined as a “local street or road” if it primarily provides access to abutting residential property and meets the following three conditions:

(A) Roadway width of not more than 40 feet.

(B) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals as defined in Section 445.

(C) Not more than one traffic lane in each direction.

(2) For purposes of this section, “school zone” means that area approaching or passing a school building or the grounds thereof that is

# ATTACHMENT 5

**Background Article re AB-43**



# Lower Speed Limits Could Be Coming To LA (Eventually). Here's What Will Change

By [Ryan Fonseca](#)

Published Oct 12, 2021 1:00 PM



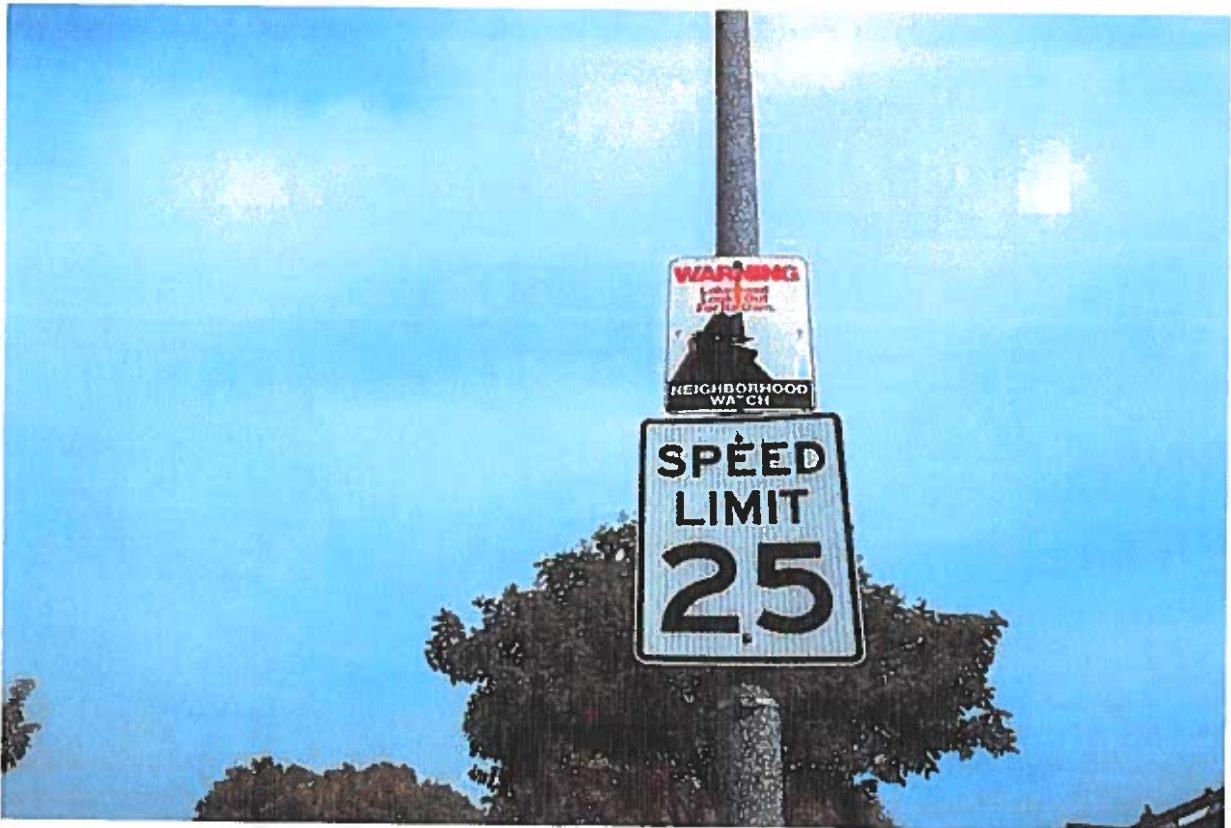
Cities will now have more control to lower speed limits and reduce traffic violence.  
(Courtesy LAPD South Traffic Division via Twitter)

As local cities struggle to reverse the trend of growing traffic violence, compelling drivers to slow down is a key goal. One way to do that is to lower speed limits, which some cities in other states have done in recent years with promising early results.

But in Los Angeles and other California cities, speed limits are routinely raised — thanks to a decades-old method used by traffic engineers.

That's going to change. Last week, Gov. Gavin Newsom signed Assembly Bill 43, which gives cities more control to set and lower speed limits.

Speed limits are currently set through road surveys conducted every seven to 10 years. Traffic engineers rely on a method known as the 85th percentile rule to calculate if a speed limit should change.



(Chava Sanchez

/

LAist)

But many national safety experts and advocates say that method is dangerous and outdated, and has no place in urban settings. The rule was enacted to protect drivers from arbitrary speed traps, mostly on rural roads. But on our modern-day urban roads, people are also walking and rolling. As speed limits have ratcheted up in recent years, so have the number of pedestrians killed by drivers.

Here's a quick summary of how the 85th percentile rule works:

During a traffic survey, engineers measure vehicle speeds along a specific roadway. The rule dictates that the speed limit should be whatever speed 85% of drivers are traveling at or below. That average speed is then rounded to the nearest interval of five.

Put another way: the speed limit is determined as roughly whatever speed 15% of drivers exceed, meaning people who drive too fast — even if they are the minority — set the pace. So, if a posted speed limit is 35 mph but a traffic survey shows that 15% of drivers are going 42 mph or faster, the new speed limit for that road would be 40 mph.

In Los Angeles and many other California cities, the rule has led to speed limits increasing over time, leading drivers to go even faster, leading to higher average speeds in the next traffic survey, leading to increased speed limits ... you get the idea.

Speed is one of the biggest factors in traffic crashes. The higher a driver's speed, the lower the chance a pedestrian struck by that driver will survive. Add distracted driving to the mix and it's not hard to understand why traffic deaths are surging in the U.S.

In Los Angeles, 640 pedestrians were killed by drivers from 2016-2020.

Here's a rundown of what AB 43 will allow cities to do:

- Local governments can lower speed limits by 5 mph below a traffic engineer's recommendation on streets identified as "safety corridors," or near places where pedestrians and bicyclists congregate, which can include "vulnerable groups such as children, seniors, persons with disability, and the unhoused."
- Speed limits can stay the same or revert to a previous, lower speed on streets where safety upgrades have not been added as part of a previous traffic survey.

- Cities can set a standard speed limit of 20-25 mph in business activity districts.
- Law enforcement can use radar guns to enforce speed limits in senior zones (areas near designated senior facilities) or business activity districts without the justification of a traffic survey.
- The period of time that an engineering and traffic survey justifies a speed can be extended from seven to 14 years if a traffic engineer evaluates that section of the street and determines that no significant changes in roadway or traffic conditions have occurred.
- Local authorities can expand which streets are eligible for school zone speed limits.

Assemblymember Laura Friedman (D-Glendale) authored the bill, which was built on years of work to rethink safety planning.

“Motor vehicle crashes are the fourth leading cause of premature death in Los Angeles County,” Friedman said in a statement. “With AB 43, communities will finally have the power to lower speed limits on dangerous roadways and make them safer for all users.”

According to the bill, “safety corridors” are roadways “that have the highest number of serious injuries and fatalities based on collision data.”

The bill also states: “A local authority shall not deem more than one-fifth of their streets as safety corridors.” Right now, L.A. has designated roughly 6% of its streets as “high-injury.” That fraction of roadways account for 70% of deaths and severe injuries for people walking.

And speed limits will not change overnight — or even in the next couple years. The new rules take effect Jan. 1, 2022, but cities might have to wait until mid-2024 to enact and enforce new speed limits. That’s because of an amendment made to the bill this summer, which states:

A local authority may not lower a speed limit as authorized by this section until June 30, 2024, or until the Judicial Council has developed an online tool for adjudicating infraction violations statewide... whichever is sooner.

That amendment was created due to concerns about equity in speeding citations. Lawmakers want to make sure low-income Californians don’t face undue financial burdens for speeding tickets, so the state is creating an online portal so drivers can look up an infraction and request a payment extension, fee reduction, payment plan, or community service in place of a fine.

The bill also calls for warning citations for drivers caught traveling 10 mph or under a lowered speed limit for the first 30 days that new limit takes effect.



11.D.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021

**SUBJECT:** Public Hearing No. 1 to Receive Input from the Community Regarding a District Based Election System for City Council

**REQUESTED ACTION:** Hold a Public Hearing to receive input from the community regarding a district-based election system for the City Council

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

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

##### **I. Introduction**

At its September 28, 2021 meeting, the City Council directed staff to begin the process of switching the City from at-large elections to district-based elections. The members of the City Council are currently elected at-large. Under an at-large system of elections, every voter in the City votes for each member of the City Council, regardless of where the voter or the candidate is registered to vote in the City. There are two types of district-based election systems. "From districts" means that a candidate must live in a particular district, but the entire city votes. "By districts" means that a candidate must live in a particular district, but only the voters in that district vote. This report presumes that the City Council will proceed with transitioning to "by district" elections.

##### **II. Procedure**

The process of considering whether to transition to district elections involves using census and geographic data to develop districts of the City from which Councilmembers will be elected. Ultimately, the City Council can choose whether to transition to district elections and, if so, where the district lines will be drawn. During the process, the public will have the opportunity to draw and submit district maps for the City Council's consideration, and the City may develop its own maps for consideration.

Prior to the public hearing regarding the adoption of a districting ordinance, the City Council must conduct at least four public hearings to take public input on whether to transition to district elections, and if so, which districts map should be selected. At least two hearings over a period of 30 days must occur before any maps are drawn, and at least two hearings over a period of 45 days after maps are drawn.

The first two public hearings are currently scheduled for **November 9, 2021** (tonight) and **November 30, 2021**. At these two initial public hearings the City will be seeking input from the public regarding composition of the City's voting districts. It is the intent of the first two public hearings to help identify the neighborhoods, or other communities of interest, and other local factors that should be considered or used when drawing draft voting division maps (see Map Drawing Criteria below). The public is welcome to propose district maps, but this is not required.

The City Council must then hold at least two additional public hearings on proposed maps drawn by the public, staff, and/or the City Council. The maps must be published for at least seven days before the public hearing, and if a change is made to the map after the public hearing, the revised map must be published at least seven days before adoption.

After the four public hearings are held, the City Council will then hold a public hearing on the adoption of an ordinance switching to district-based elections and establishing a voting district map. Thereafter, the district-based elections will be implemented, commencing with the 2022 election cycle, provided that this process is completed by April 17, 2022. The ordinance will also state when each district is up for election.

### III. Map Drawing Criteria

Elections Code Section 21601 of recently enacted Assembly Bill No. 849 ("AB 849") provides that "Following a city's decision to elect its council using district-based elections, or following each federal decennial census for a city whose council is already elected using district-based elections, the council shall, by ordinance or resolution, adopt boundaries for all of the council districts of the city so that the council districts shall be substantially equal in population as required by the United States Constitution." District boundaries must comply with the United States Constitution, the California Constitution, and the federal Voting Rights Act of 1965. AB 849 further establishes the following criteria for drawing maps (in order of priority):

(1) To the extent practicable, council districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners are not contiguous. Areas that are separated by water and not connected by a bridge, tunnel, or regular ferry service are not contiguous.

(2) To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division. A "community of interest" is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.

(3) Council district boundaries should be easily identifiable and understandable by residents. To the extent practicable, council districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the city.

(4) To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.

Further, districts boundaries cannot favor or discriminate against a political party. Elections Code Section 21605(a) provides that "After redistricting or districting pursuant to [Elections Code] Section 21601 or 21603, a council shall not adopt new council district boundaries until after the next federal decennial census ..." except in certain cases such as a court order to redistrict.

IV. Requested Action

The City Council is requested to conduct the Public Hearing No. 1 to receive input from the community regarding a district-based election system for City Council.

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**BUDGET (or FISCAL) IMPACT:** The process will require legal and staff costs to prepare documents and hearings, as well as hiring a demographic consultant to assist in the analysis and drawing of the maps.

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Prepared by: Robert Khuu, Assistant City Attorney

**REVIEWED BY:**

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

Attachments:

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



12.A.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** November 9, 2021  
**SUBJECT:** Legislative Updates  
**REQUESTED ACTION:** Receive and file legislative updates.  
**CONTACT:** Clara Miramontes, City Manager

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### BACKGROUND/DISCUSSION:

Annually, the California State Legislature and the United States Congress propose and enact legislation, some of which affects local government. The City of Perris ("City") recognizes the importance for active legislation engagement at all levels of government to protect and enhance the interests of the residents and businesses under governance.

In January 2021, the City retained professional services from Nielson Merksamer Parrinello Gross and Leoni, a firm with extensive knowledge and expertise on State and Federal legislation affecting local governments. Said firm reviews and monitors newly introduced and amended legislation and budget proposals for matters that may impact the City and provides strategic advice and guidance to best position the City with policymakers in the legislature and to secure favorable legislative outcomes for the City.

In an effort to keep the City Council apprised of current and future legislation that may impact the City, Staff has invited Michelle Rubacalva, a Senior Counsel at Nielson Merksamer to provide an annual Legislative Update.

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**BUDGET (or FISCAL) IMPACT:** There is no impact to the budget for this item.

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Prepared by: Saida Amozgar, Director of Administrative Services

### REVIEWED BY:

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

Attachments: None

Consent:  
Public Hearing:



**Business Item: X**  
**Presentation:**  
**Other:**