

*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 (VIA
ZOOM) IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6030**

**Tuesday, September 27, 2022
6:30 P.M.**

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

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Corona, Rabb, Rogers, Nava, Vargas

A. Conference with Real Property Negotiators – Government Code
Section 54956.8

Property: APN 313-180-013

City Negotiator: Clara Miramontes, City Manager

Negotiating Parties: Matthew Johnson

Under Negotiation: Price and terms of payment

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

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

2. *ROLL CALL:*

Corona, Rabb, Rogers, Nava, Vargas

3. **INVOCATION:**

Pastor Rose Anderson
Cry Aloud Temple Church
25920 Iris Ave. #228
Moreno Valley, CA 92551

4. **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Corona will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Recognition of the 2022 IMMA Worlds Tournament Participants.

B. Presentation to Mr. Eric Dunn in recognition of his years served as City Attorney of the City of Perris.

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 Regular Joint Meeting held on September 13, 2022 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 (next in order) adjusting the compensation of the Mayor and the City Councilmembers.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

- B. Consideration to adopt Proposed Resolution Number (next in order) approving Agricultural Diminishment/Final Cancellation 21-05227 to cancel the Williamson Act contract for Perris Valley Agricultural Preserve No. 1 on 15.95 acres, located at the southwest corner of Morgan Street and Perris Boulevard to facilitate industrial development. (Applicant: Kevin Rice, Patriot Development Partners)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE CERTIFICATE OF FINAL CANCELLATION NO. 21-05227 TO REMOVE APPROXIMATELY 15.95 ACRES OUT OF TH PERRIS VALLEY AGRICULTURAL PRESERVE NO. 1, MAO 56, WILLIAMSON ACT LAND CONTRACT, LOCATED AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND MORGAN STREET (APN'S: 303-080-007, 303-080-017, 303-080-018) AND MAKING FINDING IN SUPPORT THEREOF

- C. Consideration to award a contract to Community Works Design Group for Professional Design Services of the Foss Field Park Renovation and Expansion Project located at 138 North Perris Boulevard, Perris, CA 92570.
- D. Consideration to award a contract to Interwest for Project Management Services of the Foss Field Park Renovation and Expansion Project located at 138 N. Perris Boulevard, Perris, CA 92570.
- E. Consideration to adopt 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 SEPTEMBER 27, 2022 AND ENDING OCTOBER 27, 2022 PURSUANT TO BROWN ACT PROVISIONS

- F. Consideration to adopt Proposed Resolution Number (next in order) adopting a Conflict of Interest Code and amending the List of Designated Positions.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING A CONFLICT OF INTEREST CODE

- G. Consideration to approve the Second Amendment to Lease Agreement with Grove Community Church for the property located at 11 South D Street, APN 313-091-001.

11. PUBLIC HEARINGS:

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

- A. Consideration to adopt Proposed Resolution Number (next in order) approving the City's CDBG 2021-2022 Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE 2021-2022 THIRD PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Introduced by: Economic Development and Housing Manager Michele Ogawa

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. Presentation regarding performance of a comprehensive audit of City Facilities and Parks for energy, gas, and water savings and efficiency, by SitelogIQ.

Introduced by: Director of Public Works Bryant Hill

PUBLIC COMMENT

- B. Presentation of the Annual Update from Southern California Association of Governments (SCAG).

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Number (next in order) approving “Good Neighbor Guidelines” for Siting/Modified Warehouse/Distribution Facilities aimed at minimizing environmental impacts associated with warehouse/distribution facilities in proximity to sensitive receptors in the City of Perris. (Applicant: City of Perris)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, AN INDUSTRIAL GOOD NEIGHBOR POLICY

Introduced by: Director of Development Services Kenneth Phung

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: September 27, 2022, 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_uCJJGlfRQaPvVuDWftgpg

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

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

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

City's Website:

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

YouTube:

<https://www.youtube.com/channel/UC24S1shebXkJFv3BnxdkPpg>

Facebook:

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

For cable subscribers only within Perris:

Spectrum: Channel 3

Frontier: Channel 16



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: September 27, 2022
SUBJECT: Approval of Minutes
REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on September 13, 2022
CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:
City Attorney _____
Assistant City Manager _____
Deputy City Manager *ER*

Attachments: 1. Minutes-September 13, 2022-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-September 13, 2022 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: September 13, 2022

06:30 PM

Place of Meeting: City Council Chambers

THIS MEETING WAS ALSO CONDUCTED AS A REMOTE MEETING IN ACCORDANCE WITH AB 361 AND RESOLUTION NUMBER 6030

CLOSED SESSION

ROLL CALL

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

Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Dunn and Assistant City Attorney Khuu

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:

1. City of Perris v. Ronald Lee Henry, Jr. RIC1822624
2. City of Menifee v. City of Perris CVRI2203040
3. Panattoni Development Company, Inc. v. City of Perris CVRI2203028

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

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

Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

2. ROLL CALL: Nava, Corona, Rabb, Rogers, Vargas

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

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Dunn, Assistant City Attorney Khuu, City Engineer McKibbin, Director of Finance Schenk, 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 Robert Mejia
Living Word Perris
190 E. 5th St, Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Recognition of the Emergency Responders and Business Community regarding the Oleander/Harvill Railcar Incident.
- B. Introduction of new Youth Advisory Committee (YAC) members.
- C. Presentation by Eastern Municipal Water District regarding Drought Tolerance.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Alexa Flores.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. The following person spoke at Public Comment:

Rob Mason

9. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Special Joint Meeting held on August 24, 2022, and the Regular Joint Meeting held on August 30, 2022 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 David Starr Rabb, seconded by Rita Rogers to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

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

- A. Approved a Cooperative Agreement with Riverside County Flood Control and Water Conservation District, and Markham Street Partners, LLC for Perris Valley MDP Line D for required Flood Control Facilities and Drainage Improvements associated with Conditional Use Permit 20-05100.
- B. Approved the First Amended and Restated Agreement with the County of Riverside for Inspection of Traffic Signals and Safety Lighting Inspection.
- C. Approved Amendment Number 1 of the Contract Services Agreement with Albert A. Webb Associates, Inc. for Design Services for the Perris Valley Storm Drain Channel Trail, Phase 2 (CIP# P040).
- D. Awarded a contract to Deark E&C, Inc. for Perris Green City Farm and Community Park Access Enhancement Project.
- E. Adopted Resolution Number 6037 Appointing the City Attorney.

Resolution Number 6037 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPOINTING THE CITY ATTORNEY

- F. Adopted Resolution Number 6038 approving the City's Annual Statement of Investment Policy for the Fiscal Year 2022-2023.

Resolution Number 6038 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2022-23

- G. Approved the purchase of one (1) 4x4 truck for the Sheriff's Department.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 6039 regarding annexation of DPR 19-00014 to Landscape Maintenance District No. 1. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barrett Avenue. (APN(s) 305-030-041 and 305-030-042) (Owner: SBC DP Walnut LLC)

Resolution Number 6039 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 19-00014 TO BENEFIT ZONE 165, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

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

The Mayor opened the Public Hearing at 7:22 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:22 p.m.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 6039, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6040 and 6041 regarding annexation of DPR 19-00014 to Community Facilities District (CFD) 2001-3 (North Perris Public Safety District)-Annexation No. 49. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barnett Avenue. (APN(s) 305-030-041 and 305-030-042). (Owner: SBC DP Walnut LLC)

Resolution Number 6040 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. 49 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 49

Resolution Number 6041 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. 49 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF

ANNEXATION NO. 49 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

The Mayor opened the Public Hearing at 7:25 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:25 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve Resolution Number 6040, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the 2nd Resolution Number 6041, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6042 and 6043 regarding annexation of DPR 19-00014 to Community Facilities District (CFD) 2018-02 (Public Services District)-Annexation No. 11. DPR 19-00014 is located on Walnut Street between Indian Avenue and Barrett Avenue. (APN(s) 305-030-041 and 305-030-042) (Owner: SBC DP Walnut LLC)

Resolution Number 6042 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 11 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 11

Resolution Number 6043 is entitled:

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

ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 11 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 11 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

The Mayor opened the Public Hearing at 7:30 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:30 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6042, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the 2nd Resolution Number 6043, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted the First Reading of Ordinance Number 1419 adjusting the compensation of the Mayor and the City Councilmembers and Adopted Resolution Number 6044 adjusting the compensation of the City Clerk.

The First Reading of Ordinance Number 1419 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

Resolution Number 6044 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS

ADJUSTING THE COMPENSATION FOR THE ELECTED CITY CLERK POSITION

This item was introduced by City Attorney Eric Dunn and turned over to Assistant City Attorney Robert Khuu for the presentation.

The following Councilmember's spoke:

Corona

Rabb

Vargas

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

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve The First Reading of Ordinance Number 1419 and Resolution Number 6044, noting that the adjustment will be the CPI of 9.2% and the City Clerk compensation will be equal to that of the City Council compensation.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

- A. **Approved the updated amounts of the American Rescue Plan Act (ARPA) Funds.**

This item was presented by Director of Finance Matthew Schenk.

The following Councilmember's spoke:

Corona

Rogers

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Updated Amounts of the American Rescue Plan Act (ARPA) Funds, as presented.

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

NOES:

ABSENT:

ABSTAIN:

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

The following Councilmember's spoke:

Corona

Vargas

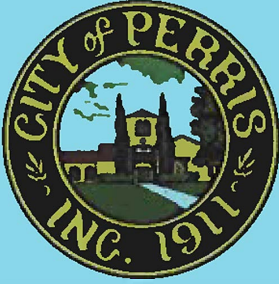
14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:49 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: Adjusting compensation for the Mayor, City Councilmembers, and City Clerk

REQUESTED ACTION: That the City Council adopt (second reading) Ordinance No. (next in order):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

CONTACT: Robert Khuu, City Attorney

BACKGROUND/DISCUSSION:

On September 13, 2022, the City Council introduced an Ordinance regarding an adjustment to City Council compensation pursuant to the Government Code. The Council gave direction to make the adjustment based on changes in the Consumer Price Index ("CPI"). The CPI-U for the Riverside-San Bernardino-Ontario area as of July 2022 is 9.2%. The Ordinance attached for adoption reflects this CPI adjustment.

If the Ordinance is adopted, the new monthly amounts would be as follows:

Office	Current	New
Councilmember	\$1,401.22	\$1,530.13
Mayor	\$2,101.82	\$2,295.19

RECOMMENDATION:

That the City Council adopt Ordinance No. (next in order).

BUDGET (or FISCAL) IMPACT: If the Ordinance is adopted, the increase in total monthly compensation for the entire City Council including the Mayor would be \$709.01.

Prepared by: Robert Khuu, City Attorney

REVIEWED BY:

City Attorney X

Assistant City Manager _____

Deputy City Manager EK

Attachments: 1. Ordinance No. (Next in order)

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Ordinance Number (next in order)

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADJUSTING THE COMPENSATION FOR THE MAYOR AND MEMBERS OF THE CITY COUNCIL BY AMENDING PERRIS MUNICIPAL CODE SECTION 2.16.010

WHEREAS, Perris Municipal Code Section 2.16.010 sets City Councilmember compensation at \$1,401.22 per month; and

WHEREAS, as authorized by Government Code Section 36516.1, Perris Municipal Code Section 2.03.030 provides that the Mayor shall receive the same compensation as City Councilmembers plus an additional 50% of the salary amount per month; and

WHEREAS, Government Code Sections 36516 and 36516.5 authorize the City to change the base compensation of the Mayor and Councilmembers in accordance with a statutory formula; provided, however, that any change shall not become effective until one or more Councilmembers commences a new term; and

WHEREAS, the City Council last adjusted the Mayor and City Councilmember compensation pursuant to Ordinance No. 1395 in 2020; and

WHEREAS, the City Council desires to adjust the compensation of the Mayor and Councilmembers in accordance with the Government Code.

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 as if set forth in full.

Section 2. Adjustment to City Council Compensation. Section 2.16.010 (Councilmember -- Salary) of the Perris Municipal Code is hereby amended to read as follows:

“Section 2.16.010 Councilmember -- Salary

Each member of the city council shall receive a salary of \$1,530.13 per month.”

Section 3. 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 4. Effective Date. This Ordinance shall take effect 30 days after its adoption. The new compensation for the Mayor and City Councilmembers shall be effective after one or more council members begin a new term of office following the adoption of this Ordinance pursuant to Government Code Section 36516.5.

Section 5. 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 27th day of September, 2022.

MAYOR, MICHAEL M. VARGAS

ATTEST:

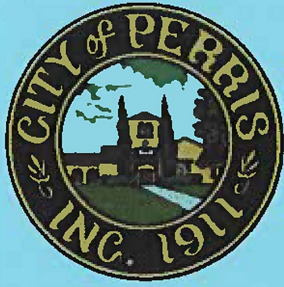
CITY CLERK, NANCY SALAZAR

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 No. (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 27th day of September, 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

10.B.

- MEETING DATE:** September 27, 2022
- SUBJECT:** Certificate of Agricultural Diminishment / Final Cancellation 21-05227 (aka Patriot Development Partners @ Perris & Morgan) - A proposal to consider the removal of 15.95 acres, located at the southwest corner of Perris Boulevard and Morgan Street, from the Williamson Act Contract to facilitate the development of three industrial buildings, totaling approximately 283,179 square feet. Applicant: Kevin Rice of Patriot Development Partners.
- REQUESTED ACTION:** Approve Agricultural Diminishment / Final Cancellation 21-05227 to cancel the Williamson Act Contract for Perris Valley Agricultural Preserve No. 1 on 15.95 acres, located at the southwest corner of Morgan Street and Perris Boulevard to facilitate industrial development.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On March 29, 2022, the City Council approved a resolution for the Agricultural Diminishment / Tentative Partial Cancellation 21-05227 to remove a 15.95-acre site located at the southwest corner of Morgan Street and Perris Boulevard from the Williamson Act Contract to facilitate an industrial development consisting of three industrial buildings totaling approximately 283,179 square feet (Building 1 - 144,705 square feet, Building 2 - 63,847 square feet, and Building 3 - 74,600 square feet) approved by the Planning Commission on August 18, 2021.

The approval was subject to the findings noted below and payment of the full cancellation fee:

- The subject site is located in the Perris Valley Commerce Center Specific Plan (PVCCSP), an urbanized and industrial part of the City, where agricultural uses would be inconsistent with the surrounding uses and may create land use conflicts;
- The California Department of Conservation Farmland Mapping Management Program classifies the site as "Urban Built-Up Land," intended for non-agricultural uses;
- The project site is not being used for agricultural production;
- The site does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, no impacts associated with the conversion of Important Farmland would occur.

- Preserving the site for agricultural use would create greater conflicts and inconsistencies with the General Plan and the PVCCSP, which contemplate the conversion of agricultural uses to industrial uses in an orderly manner.

With respect to the payment of cancellation fees, the applicant has provided records that the cancellation valuation of the subject site is \$7,018,000 and that the cancellation valuation of 12½ percent resulting in a cancellation fee of \$877,250, has been paid by the former landowner to the County of Riverside Treasurer. Thus, the applicant is now seeking final approval of the Agricultural Diminishment and Final Cancellation of the Williamson Act Contract.

As a matter of information, the final certificate of cancellation will be recorded upon approval of the Agricultural Diminishment / Final Cancellation 21-05227.

RECOMMENDATION:

Staff recommends that the City Council approve the Agricultural Diminishment / Final Cancellation 21-05227 to cancel the Williamson Act Contract for Perris Valley Agricultural Preserve No. 1 on 15.95 acres, located at the southwest corner of Morgan Street and Perris Boulevard, to facilitate industrial development.

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

Prepared by: Patricia Brenes, Planning Manager
Reviewed by: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager EP

Attachments:

1. Resolution (Next in Order) Approving the Certificate of Final Cancellation
2. Vicinity Map, Site Plan and Building Elevations (For Information Purpose)
3. Receipt of Cancellation Fee Payment
4. Certification of Final Cancellation (Includes Legal Descriptions)

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

ATTACHMENT 1

Resolution Number (next in order) Approving the Certificate of Final Cancellation

RESOLUTION NO. ____ (NEXT IN ORDER)***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE CERTIFICATE OF FINAL CANCELLATION NO. 21-05227 TO REMOVE APPROXIMATELY 15.95 ACRES OUT OF THE PERRIS VALLEY AGRICULTURAL PRESERVE NO. 1, MAP 56, WILLIAMSON ACT LAND CONTRACT, LOCATED AT THE SOUTHWEST CORNER OF PERRIS BOULEVARD AND MORGAN STREET (APN'S: 303-080-007, 303-080-017, 303-080-018) AND MAKING FINDINGS IN SUPPORT THEREOF***

WHEREAS, Patriot Development Partners (the “Applicant”) filed a Development Plan Review application (DPR) 20-00013 and Tentative Parcel Map (TPM 37457) to develop three industrial buildings totalling approximately 283,179 square foot (SF) on a 15.95-acre site located at the southwest corner of Perris Boulevard and Morgan Street within a Light Industrial (LI) zone of the Perris Valley Commerce Center Specific Plan (PVCCSP) area (the “application”), which was approved by the Planning Commission on August 18, 2021, and for which Mitigated Negative Declaration No. 2360 was adopted;

WHEREAS, the Planning Commission approved Development Plan Review application (DPR) 20-00013 and Tentative Parcel Map (TPM 37967) at a regularly scheduled hearing held on August 18, 2021, conditioned upon removal of 15.95 acres of the project site from the Williamson Act Contract for Perris Valley Agricultural Preserve No. 1 (the “Williamson Act Contract”); and

WHEREAS, the Applicant filed a petition for a Certificate of Agricultural Diminishment/Tentative Cancellation of the Perris Agricultural Preserve No. 1, Map 56 Williamson Land Contract (the “Land Contract”) to remove approximately 15.95 acres of the project site, out of the Land Contract and such petition includes a proposal for a specified alternative use of the land consistent with Government Code § 51282(e) and the City of Perris Municipal Code § 19.74.040(B)(1) (Tentative Cancellation 21-05227); and

WHEREAS, Mitigated Negative Declaration (MND) No. 2360 prepared and adopted for Development Plan Review application (DPR) 20-00013 and Tentative Parcel Map (TPM 37967), analyzed and considered the Tentative Cancellation 21-05227 (“the Project”) and therefore, the proposed Tentative Cancellation is covered by MND No. 2360, and no further review under CEQA is required; and

WHEREAS, public notice was provided in accordance with Government Code Section 51232 of the California Land Conservation Act of 1965; and

WHEREAS, the County Assessor has certified to the City by letter dated January 20, 2022, that the cancellation valuation of the subject property for Tentative Cancellation 21-05227 is \$7,018,000 and that the cancellation valuation of 12.5% results in a cancellation fee of \$877,250.00 (“Cancellation Fee”) to be paid within one year of the

City Council approval to the County Treasurer prior to granting of Final Cancellation; and

WHEREAS, the City Council approved Tentative Cancellation 21-05227 at a regularly scheduled meeting held on March 29, 2022 conditioned upon the payment of the full cancellation fee; and

WHEREAS, the County Assessor has certified to the City by letter dated March 31, 2022, that the full cancellation fee of \$877,250.00 was received and deposited and a Treasury Certificate of Receipt was issued; and

WHEREAS, a duly noticed public hearing was conducted by the City Council on September 27, 2022, to consider facts as presented in the staff report prepared for Final Cancellation 21-05227, including all exhibits and attachments; oral and written testimony from City staff; and oral and written testimony from members of the public; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Perris, California, based upon the facts and analysis presented below, the staff report, public testimony received and subject to the conditions of approval as follows:

Section 1. The above recitals are all true and correct and incorporated herein by this reference.

Section 2. Based on the information contained in the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public at the September 27, 2022, public hearing, the City Council find and determines that the Mitigated Negative Declaration (MND No. 2360) that was adopted by the Perris Planning Commission on August 18, 2021, as part of its approval of the overall Patriot Development Partners Perris & Morgan Project (DPR # 20-00013), included an analysis of the Tentative Cancellation 21-05227 pursuant to the California Environmental Quality Act (CEQA), and which MND No. 2360 determined that, although the Project could have a significant effect on the environment, there would not be an adverse effect by this Project because revisions to the Project have been made by or agreed to by the Project proponent, and mitigation measures have been outlined to reduce potential significant impacts to a level of insignificance. Further, the City Council hereby adopts and incorporates herein the findings and determinations of the Perris Planning Commission in relation to MND No. 2360 by this reference. Therefore, based on the foregoing and on the information contained in the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public at the September 27, 2022, public hearing, the City Council further determines that no further environmental review is necessary.

Section 3. Based on the information contained in the staff report and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public at the September 27, 2022, public hearing, the City Council finds that Final Cancellation 21-05227 is in the Public Interest in accordance with Government Code § 51282(a)(2) and 51282(c) as provided below.

Section 4. In accordance with Government Code § 51282 (a)(2) and (c)(1) of the Williamson Act, the City Council finds that the Public Interest substantially outweighs

the objectives of the Williamson Act for the following reasons:

- a. It is a goal of the City of Perris to convert agricultural lands in an orderly manner to developed land (Perris General Plan Conservation Element, page 42). All farmland within the City of Perris has been designated for development and the Agricultural land use designation has been removed from the General Plan Land Use Map.
- b. The Property is located within General Plan Planning Area 1 (North Industrial) and bordered by Planning Area 3 (Agricultural Conversion Area), which is intended to gradually convert from agricultural uses to uses compatible to support surrounding commerce and industry (Perris General Plan Land Use Element, page 4). Planning Area 1 is generally made up of “industrial” land use designations and uses and heavy truck traffic occurs and will intensify as the surrounding area is converted to industrial uses and contemplated.
- c. The General Plan designation for the Property is Light Industrial (LI). The Light Industrial designation is for uses that include limited assembly and packaging operations, self-storage warehouses, distribution centers, and business-to-business retail operations and retail-related to manufacturing (Perris General Plan Land Use Element, page 64). This proposed Project is consistent with the LI designation. Agricultural uses are inconsistent with the LI General Plan Land Use Designation and the LI Zoning Designation.
- d. The Property is located within an area that is rapidly urbanizing and will continue to urbanize as the PVCCSP is implemented. Agricultural uses within an urbanizing area are inconsistent with the surrounding uses and may create conflicts where the farming uses are adjacent to the urban uses.
- e. The project site is located within an urbanized and industrial part of the City. According to the California Department of Conservation’s Farmland Mapping Management Program, the project site is mapped as Urban and Built-Up Land. Areas classified as Urban and Built-Up Land are vacant, non-agricultural lands that are surrounded on all sides by urban development and are less than 40 acres in size (DOC 2016). The project site is not being used for agricultural production and does not contain Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (collectively Important Farmland) (DOC 2016). Therefore, no impacts associated with conversion of Important Farmland would occur. Preserving the Property for agricultural use would create greater conflicts as such uses are inconsistent with the General Plan and adopted PVCCSP, both of which contemplate the conversion of agricultural uses in an orderly manner to industrial uses.
- f. Therefore, based upon the foregoing, the City Council finds that the public’s concerns regarding orderly development of the City, compliance with the Perris General Plan through the implementation of the PVCCSP, and avoidance of conflicting uses outweigh the preservation of the Property for agricultural purposes pursuant to the Williamson Act.

Section 6. In accordance with Government Code § 51282 (a)(2) and (c)(2), the

City Council finds that there is no proximate non-contracted land which is both available and suitable for the use that can serve as a practical alternative, and further, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate non-contracted land for the following reasons:

- a. The entire Property is located within the Perris Valley Commerce Center Specific Plan (PVCCSP), which is a comprehensive development instrument to implement the City's General Plan to ensure the orderly conversion of the land area within the General Plan to industrial and related uses. Other proximate, non-contracted land is not available to accommodate the project underlying DPR 20-00013 ("Project"), while also furthering the City's goal of creating a contiguous pattern of industrial development as contemplated by the PVCCSP and the City's General Plan.
- b. The subject site is surrounded by industrial development and is therefore not available or suitable for use to which the contracted land could be put, and the proposed alternate development of the contracted land would provide more contiguous patterns of urban development than the development of proximate noncontracted land.

Section 7. Based upon the foregoing and oral and written testimony, information and findings presented at the September 27, 2022, public hearing by City staff and members of the public, the City Council finds that the proposed Final Cancellation No. 21-05227 for 15.95-acres located within of the Perris Valley Agricultural Preserve No. 1, Map 56 land contract is consistent with Government Code § 51280 et seq., in that all of the procedures outlined in the referenced therein have been followed.

Section 8. Based upon the foregoing and oral and written testimony, information and findings presented at the September 27, 2022, public hearing by City staff and members of the public, the City Council certifies the Assessor's Valuation and Fee and approves a Certificate of Final Cancellation 21-05227 to remove approximately 15.95 gross acres out of the Perris Valley Agricultural Preserve No.1, Map 56, covered by a Williamson Act Land Contract, subject to the applicable requirements of this Resolution.

Section 9. The City Clerk is directed and authorized to record a Certificate of Final Cancellation for the Property; and deliver a copy of the published NOD to the California Department of Conservation within 30-days of Council approval of the Final Cancellation 21-05227.

Section 10. The City Council further directs and authorizes City staff to carry out all necessary actions to carry out this Resolution.

Section 11. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the

remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 12. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 27th day of September 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

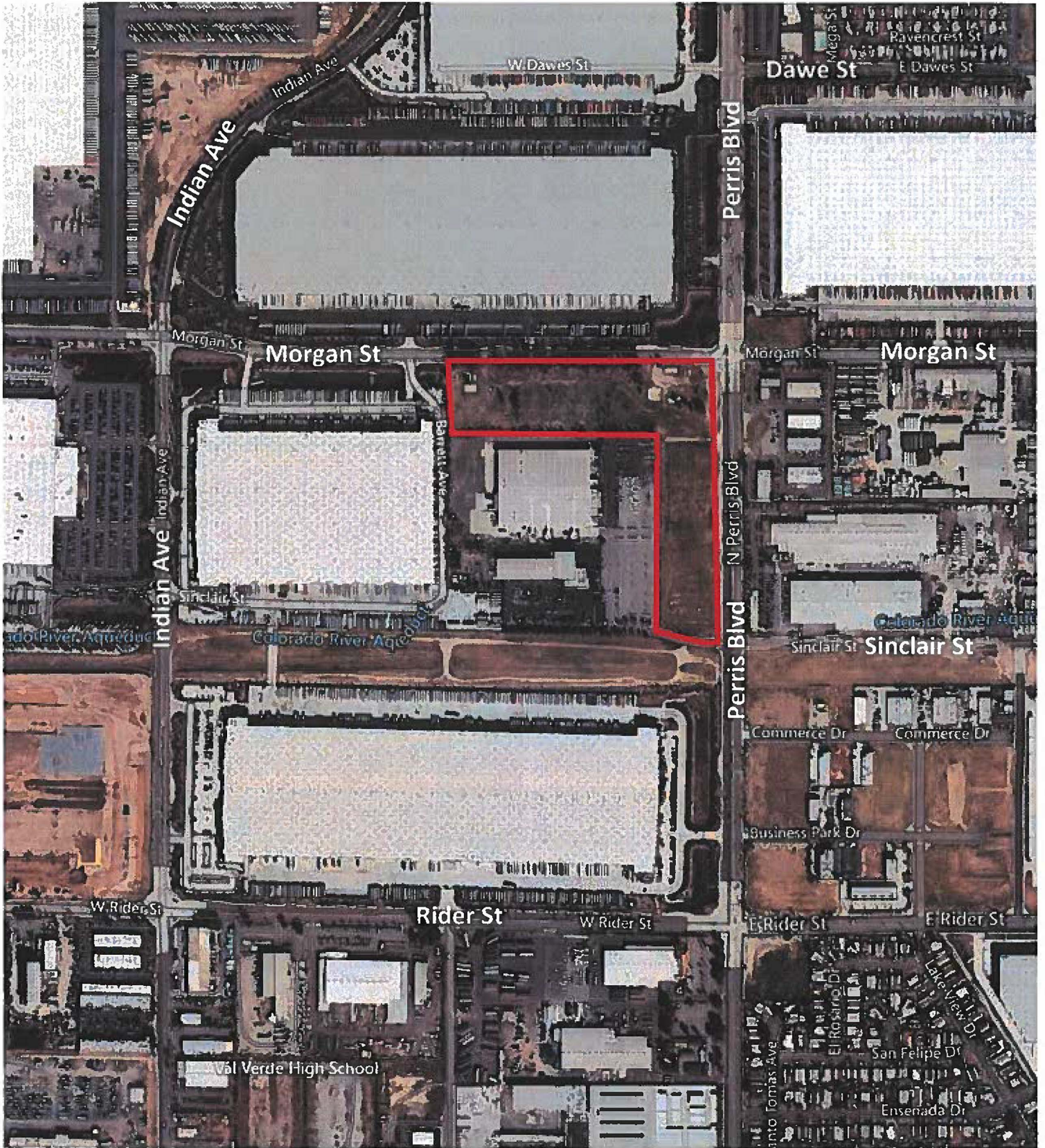
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 27th day of September 2022, by the following called vote:

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

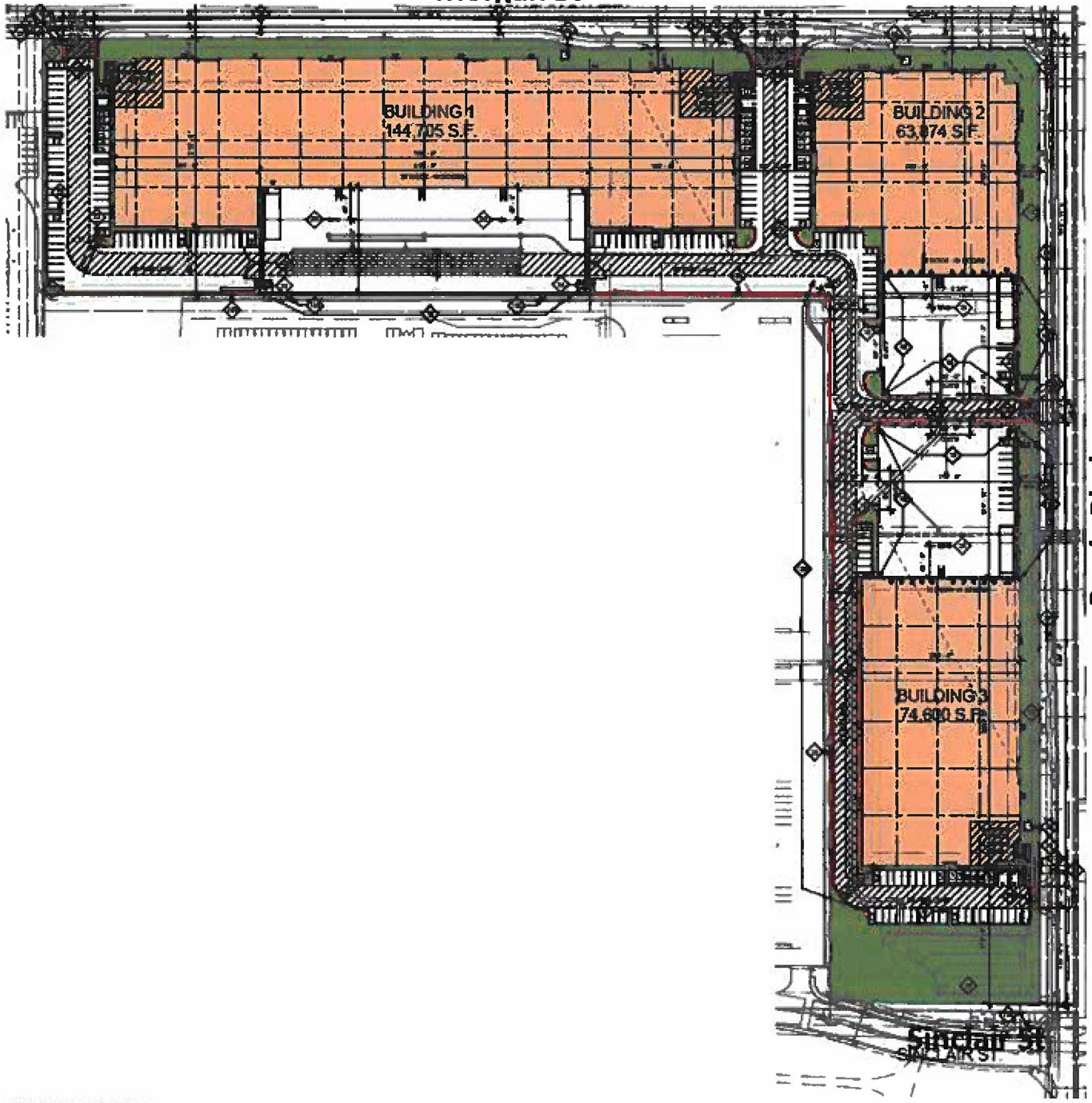
City Clerk, Nancy Salaza

ATTACHMENT 2

Vicinity Map, Site Plan and Building Elevations (For Information Purpose)



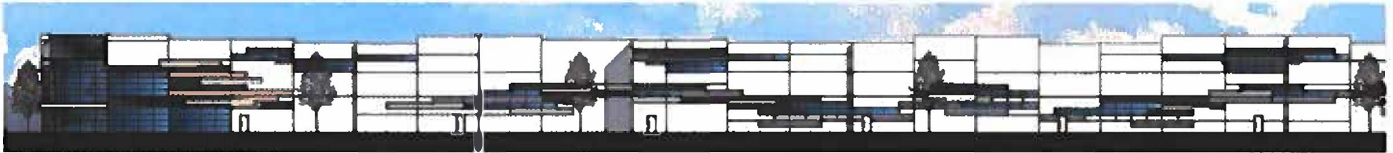
Morgan St



Perspective Elevation



Building 1



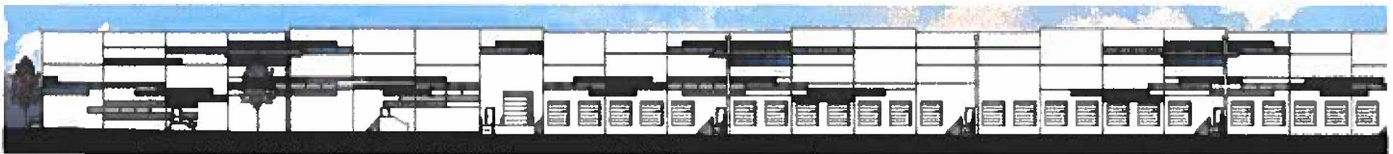
BUILDING 1-NORTH ELEVATION



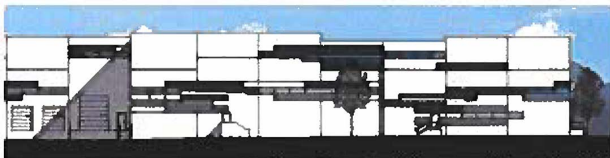
BUILDING 1-NORTH ELEVATION CONTINUED



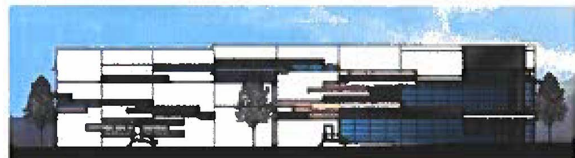
BUILDING 1-WEST ELEVATION



BUILDING 1-SOUTH ELEVATION



BUILDING 1-SOUTH ELEVATION CONTINUED

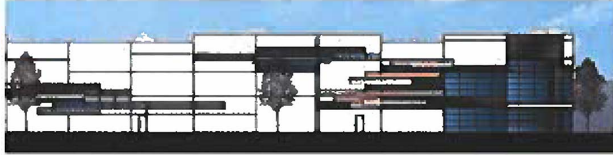


BUILDING 1-EAST ELEVATION

Building 2



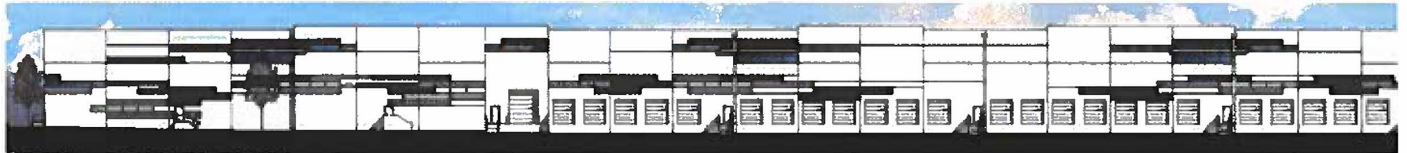
BUILDING 1-NORTH ELEVATION



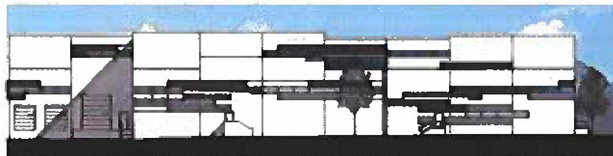
BUILDING 1-NORTH ELEVATION CONTINUED



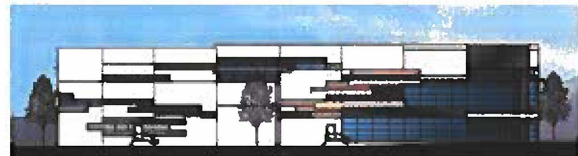
BUILDING 1-WEST ELEVATION



BUILDING 1-SOUTH ELEVATION

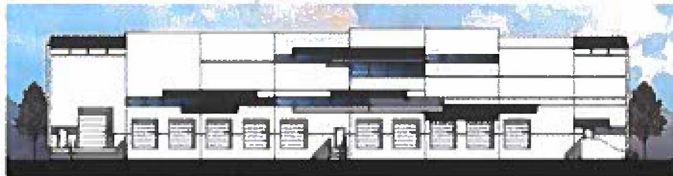


BUILDING 1-SOUTH ELEVATION CONTINUED

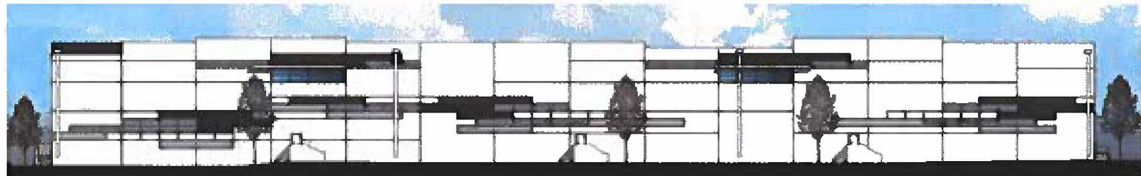


BUILDING 1-EAST ELEVATION

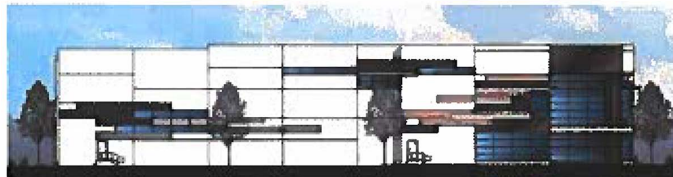
Building 3



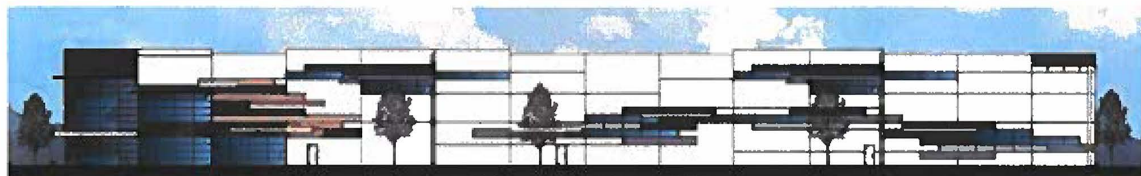
BUILDING 3-NORTH ELEVATION



BUILDING 3-WEST ELEVATION



BUILDING 3-SOUTH ELEVATION



BUILDING 3-EAST ELEVATION

ATTACHMENT 3

Receipt of Cancellation Fee Payment

MATTHEW JENNINGS
County of Riverside Treasurer - Tax Collector

Giovane Pizano
Assistant Treasurer



Melissa Johnson
Assistant Tax Collector

May 31, 2022

May Marquez
18500 Von Karman Ave, Suite 600
Irvine, California 92612

Re: Receipt of Deposit for Agricultural Preserve Perris Valley Number 1, Parcel Number 303080007, 303080017, and 303080018

Dear Mrs. Marquez,

Please accept this as confirmation that the Office of the Treasurer-Tax Collector has received \$877,250.00 from you for the Agricultural Preserve Cancellation Valuation of Parcel Number 303080007, 303080017, and 303080018. The funds are deposited in the County Treasury. Attached is a copy of your check and a Treasury Certificate of Receipt, as proof that the funds have been deposited.

Should you have any questions or need additional information, please contact Merry Gonzalez, Deputy Treasurer-Tax Collector, at (951) 955-3963.

Sincerely,

A handwritten signature in blue ink, appearing to read "Merry Gonzalez".

Merry Gonzalez
Deputy Treasurer-Tax Collector



County of Riverside

Treasury Cash Receipt

Report ID: RVARA081
Page No: 1
Run Date: 5/31/2022
Run Time: 2:51 PM

<u>Business Unit</u>	<u>Deposit ID</u>	<u>Approval Date</u>	<u>Approved By</u>	<u>Posted Date</u>	<u>Control Total</u>
ACARC	35814	5/31/2022	E228106	5/31/2022	\$877,250.00

POSTED 6/11/20 JK
Agriculture Preserve Cancellation Value
208100-65590-1400100000

Treasurer's Signature:

Michelle Bryant August

Date: 05/31/2022



ACARC

First American Title Insurance Company National
Commercial Services
18505 Van Korman Ave, Suite 600
Irvine, CA 92612
(949) 885-2400

PR, NATLAC
Ofc. 1(1603)

First American Trust-Santa Ana

1603193241

90-44261222

Date 5/9/2022

FILE NO. NCS-1025455-SA1
Re: Case No. 21-05227 I
Estate of John M. Coudyres
Jr.

PAY

Eight hundred seventy-seven thousand, two hundred fifty and 00/100

DOLLARS ***877,250.00**

Escrow Trust Account
VOID AFTER 180 DAYS

TO THE
ORDER
OF

Riverside County Treasurer
P.O. Box 12005
Riverside, CA 92502

Matthew Vignas

THE FACE OF THIS DOCUMENT INCLUDES A HIDDEN WORD OR TWO. IF THE WORDS DO NOT VISIBLY

1603193241 122241255 3016030000

ACARC 35814



**PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER**

Assessor
P.O. Box 751
Riverside, CA 92502-0751
(951) 955-6200

Website: www.riversideacr.com
Portal: www.riversidetaxinfo.com

ADDENDUM: Payment Instructions

To remit payment of the cancellation penalty, please provide a copy of the "Notice of Agriculture Preserve Cancellation Value" along with the payment to the Riverside County Treasurer. The payment may be remitted in person directly to the following address:

Riverside County Treasurer
4080 Lemon St., 4th Fl.
Riverside, CA 92501

Or mailed to the following address:

Riverside County Treasurer
P.O. Box 12005
Riverside, CA 92502-2205

Please make checks payable to:

Riverside County Treasurer

Provide proof of payment to the applicable planning department for which the cancellation application was filed for the Final Cancellation to receive the department's Board of Supervisors' or City Council's approval.



First American Title Insurance Company

National Commercial Services
18500 Von Karman Ave, Suite 600

Irvine, California 92612

Ryan Hahn
Escrow Officer
rhahn@firstam.com

Direct Phone Number: (949)885-2472
FAX: (877)372-0261

Riverside County Treasurer
P.O. Box 12005
Riverside, CA 92502

May 09, 2022
File No: NCS-1025455-SA1 (RH)

Attn: John E. O'Neil

Re: Agriculture Preserve Cancellation Valuation - Case No. 21-05227

Enclosed please find the following:

- Check in the amount of \$877,250.00 representing the Agricultural Preserve Cancellation Fee for Case No. 21-05227
- Copy of the Notice of Agriculture Preserve Cancellation Value

Should you have any questions please contact the undersigned.

Sincerely,

First American Title Insurance Company



May Marquez
Escrow Assistant

RH/mm

enc. Via Certified Mail 7019 0140 0000 8228 6396

First American Title Insurance Company National Commercial Services , Irvine
PR. NATLACOfc. 1(1603) (RH/MM)

CHECK NO. 1603193241

DATE: 5/9/2012 FILE NO. NCS-1025455-SA1 SETTLEMENT DATE: 12/28/2011

CHECK AMOUNT: \$877,250.00

BUYER: PERRIS AND MORGAN LLC

Property Address: 3562 North Perris, Perris, CA

SELLER: The Coudoures Family Limited Partnership, et al

Funds Due

Charge Details:

Agriculture Preserve Cancellation Fee: 877250.00

Re: Case No. 21-05227 / Estate of John M. Coudoures Jr.

Thank you for doing business with First American Title Insurance Company National Commercial Services

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER



First American Title Insurance Company National
Commercial Services
18500 Von Karmann Ave. Suite 600
Irvine, CA 92612
(949)885-2400

PR. NATLAC
Ofc. 1(1603)

FILE NO. NCS-1025455-SA1
Re: Case No. 21-05227
Estate of John M. Coudoures Jr.

First American Title Insurance
Company National Commercial Services
18500 Von Karmann Ave. Suite 600
Irvine, CA 92612
(949)885-2400

Date 5/9/2012

PAY

Eight hundred seventy-seven thousand, two hundred fifty and 00/100 DOLLARS

TO THE
ORDER
OF

Riverside County Treasurer
P.O. Box 12005
Riverside, CA 92502

Estate of John M. Coudoures
JUDICIAL PROCEEDINGS

⑆ 1603193241 ⑆ ⑆ 12241255 ⑆ 3016030000 ⑆

THE FACE OF THIS DOCUMENT INCLUDES A HIDDEN WORD - DO NOT CASH IF THE WORD Voids IS VISIBLE

Section: County Recorder-DPS
Batch #: T2

Location: Gateway
Batch Date: 5/13/2022

Attention To Name:

of Envelopes: 1

of Payments: 1

Batch Created By: Leslie Caluza
Batch Verified By: Leslie Caluza

Payment Type	Payment #	Last Name, First Name / Company Name	Amount Not to Exceed	Marriage License #
CHECK	1603193241	FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES	877250.00	No
			877250.00	

Receiver's Signature

Date

Processor's Signature

Date

X Delund by



**First American
Title Insurance Company**

NATIONAL COMMERCIAL SERVICES

18500 Von Karman Avenue, Suite 600
Irvine, CA 92612



CERTIFIED MAIL



7019 0140 0000 8228 6396

TREASURER-TAX COLLECTOR

MAY 12 2022

RECEIVED

A

ATTACHMENT 4

Certification of Final Cancellation (Includes Legal Description)

RECORDING REQUESTED BY:

THE CITY OF PERRIS

WHEN RECORDED MAIL TO:

CITY OF PERRIS
CITY CLERK'S OFFICE
101 NORTH D STREET
PERRIS, CA 92570-1998

Exempt Per Government Code 6103

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

WHEN RECORDED MAIL TO:

City of Perris
City Clerk's Office
Nancy Salazar, City Clerk
101 North D Street
Perris, CA 92570-1998

**CERTIFICATE OF FINAL CANCELLATION OF LAND CONSERVATION CONTRACT
(California Government Code Section 51283.4)**

I certify that on September 27, 2022, the City Council of the City of Perris, Riverside County, State of California, approved **Agricultural Preserve Diminishment No. 21-05227** for a Final Cancellation of a land contract in the Perris Valley Agricultural Preserve No. 1, Map 56, as further described below. Per California Government Code Section 51283.4, a final certificate of cancellation will be issued and recorded at such time as the conditions and contingencies stated herein are satisfied.

1. Name and Address of Landowner:

Patriot Development Partners
Kevin Rice
12126 W. Sunset Blvd.
Los Angeles, CA 90049

2. Description of Property:

The property is described in the legal description, Exhibit A, attached herein by reference, and depicted on the plat map, Exhibit B, attached hereto and incorporated herein by reference. (Also known as Assessor's Parcel Numbers 303-080-007, 303-080-017, and 303-080-018.)

3. Description of Land Conservation Contract:

The property is a part of the Perris Valley Agricultural Preserve No. 1 (Map No. 56), a Land Conservation Contract dated January 1, 1970 and recorded on February 27, 1970 as Instrument No. 19066 in the Official Records of the County of Riverside, California, as reformed and restated in that certain Reformed and Corrected Land Conservation dated January 1, 1985 and recorded on January 18, 1985 as Instrument No. 11676 in the Official Records of the County of Riverside, California.

4. Contingencies and conditions to be satisfied prior to final cancellation of said contract:

Payment of the Williamson Act Cancellation fee of \$877,250.00, as computed under the provisions of Government Code Section 51283(a), which was determined and certified by the City Council, has been paid satisfying the contingencies and conditions.

5. Declaration of Final Cancellation and Method of Approval:

Per Resolution No. 5961 duly adopted by the City Council on March 29, 2022, the City Council approved the tentative cancellation of the Land Contract with regard to the Property, subject to the Landowner's satisfaction of those certain conditions specified in said Resolution. On September 27, 2022, the City Council found and confirmed that said conditions had been fully satisfied by the Landowner. Accordingly, the City Council approved Agricultural Preserve Diminishment No. 21-05227, a final partial cancellation of a land contract in the Perris Valley Agricultural Preserve No. 1 Map No. 56, with regard to the subject Property.

Nancy Salazar
City Clerk

EXHIBIT "A"

SHEET 1 OF 1

(LEGAL DESCRIPTION)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1, AS SHOWN ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. PLN 21-05153 RECORDED DECEMBER 20, 2021 AS INSTRUMENT NO. 2021-0747707, OF OFFICIAL RECORDS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 1 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 98-0037, IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA AND RECORDED JULY 2, 1998 AS INSTRUMENT NO. 274606 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF GOVERNMENT LOT 3 OF FRACTIONAL SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF AND A PORTION OF BLOCK 21 OF THE RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 668 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE NORTH 00° 11' 04" WEST ALONG THE EAST LINE OF LOT T (BARRETT AVE.) OF FIGADOTA FARMS NO. 10, AS SHOW BY MAP ON FILE IN BOOK 17, PAGES 44 AND 45 OF MAPS, RIVERSIDE COUNTY RECORDS, A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF PARCEL A OF THAT CERTAIN CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 08-10-0001, IN THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA AND RECORDED JANUARY 07, 2009 AS INSTRUMENT NO. 2009-0006173 OF OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL A THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 89° 49' 08" EAST, A DISTANCE OF 990.08 FEET;
- 2) SOUTH 00° 11' 25" EAST, A DISTANCE OF 886.77 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, FROM THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 15, 1933 AS INSTRUMENT NO. 3840, IN BOOK 133, PAGE 460, ALSO BEING THE NORTH LINE OF PARCEL 2 OF LAND CONVEYED TO NATIONAL R.V. HOLDINGS, INC., A DELAWARE CORPORATION BY DEED RECORDED APRIL 20, 1999 AS INSTRUMENT NO. 1999-166066, BOTH OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.
- 3) SOUTH 89° 24' 11" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 279.73 FEET TO A POINT ON THE WEST LINE OF PERRIS BOULEVARD (HALF WIDTH OF 50.00 FEET);

THENCE NORTH 00° 11' 25" WEST ALONG SAID WEST LINE, A DISTANCE OF 1229.42 FEET TO A POINT ON THE SOUTH LINE OF MORGAN STREET (HALF WIDTH OF 30.00 FEET); THENCE SOUTH 89° 49' 08" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1269.76 FEET OF A POINT OF INTERSECTION WITH SAID EAST LINE OF SAID LOT T (BARRETT AVE.); THENCE SOUTH 00° 11' 04" EAST ALONG SAID EAST LINE, A DISTANCE OF 338.85 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS OFFERS OF DEDICATION, AND RIGHTS OF WAYS OF RECORD.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Last Update: 1/4/22
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Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173


BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2023

8/16/2022
DATE



SCALE: 1" = 200'

EXHIBIT "B"

(MAP/ILLUSTRATION)

SHEET 1 OF 1



MORGAN

30'

STREET

N 89°25'00" W 1270.58'

N 0°34'28" E
339.00'

CERTIFICATE OF COMPLIANCE FOR
LOT LINE ADJUSTMENT NO. PLN 21-05153
REC. 12/20/2021
DOC. # 2021-0747707

PARCEL 1

N 89°25'00" W 990.94'

N 0°34'27" E 887.20'

1229.99'

BOULEVARD

N 0°34'27" E

PERRIS

50'

N 88°38'23" W
279.68'

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

8/16/2022

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2023

DATE



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CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** September 27, 2022
- SUBJECT:** Consideration to Award Contract Services Agreement to Community Works Design Group for professional design services of the Foss Field Park Renovation and Expansion Project located at 138 North Perris Boulevard, Perris, CA 92570.
- REQUESTED ACTION:** That the City Council 1) Award Contract to Community Works Design Group for a total contract amount of \$711,010 for professional design services of the Foss Field Park Renovation and Expansion Project; 2) Authorize 10% of the Bid Amount for Design Contingency; and 3) Authorize the City Manager to execute project related documents, approved as to form by the City Attorney.
- CONTACT:** Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

In July 2022, the City of Perris was allocated \$8.5 million from the State of California Budget for the expansion and renovation to Foss Field Park, located at 138 North Perris Boulevard. The budget allocation comes from the rigorous efforts by Assemblymember Jose Medina and Senator Richard Roth, who helped secure the funding out of the State's budget for the Foss Field Park Renovation and Expansion Project ("Project").

Foss Field Park was built in 1960 and comprises 8.5 acres of park space with various original park amenities. No upgrades have been installed except for a small playground structure replaced in 2017. As part of the renovation and expansion of Foss Field Park, the city proposed expansion to the park onto a City-owned vacant lot and renovations that include new features and amenities based on community input received. The proposed improvements include a new recreational building, skate park, a multi-use court, shade structures, a zumba zone, additional parking, walking trail, butterfly garden, and renovations to the existing athletic fields. With the proposed expansion and improvements, Foss Field Park aims to attract more park users and provide a safe and beautiful open space environment where residents can enjoy a variety of recreational amenities, participate in cultural gatherings, socialize with friends and family, engage in educational experiences, and ultimately connect with their community.

Back in 2020, staff solicited bids to secure professional design services for Foss Field Park, as part of the City's efforts to apply for Prop 68 grant funding. Community Works Design Group was the consulting firm awarded the bid to assist with the development of a master conceptual design plan and participate in community engagement efforts to address safety concerns and needed

improvements at Foss Field Park. City staff along with Community Works Design organized community events and sent out surveys to obtain community feedback on park improvements. Although, the Prop 68 grant funding was not awarded, the project received valuable community feedback and a finalized master conceptual park design.

With the new funding allocation from the State's budget, staff is recommending a contract award to Community Works Design Group in the amount of \$711,010 plus 10% contingency for professional design services to include preparation of project construction plans, design development, bidding services and construction administration. Staff briefed the Parks and Recreation Committee on August 17, 2022, and directed staff to proceed with the proposed contract award for professional design services of the Foss Field Park Project for City Council consideration

BUDGET (or FISCAL) IMPACT: Costs associated with the Contract Award to Community Works Design Group will be covered by the approved Foss Field Park Project Capital Improvement Project Budget (CIP# P058) allocated from general fund in the amount of \$177,010 plus 10% contingency. Cost will be reimbursed once funding out of the California State's budget is received.

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager ER

Attachments: 1: Project Site Location
2: Master Conceptual Design Plan
3: Contract Services Agreement

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

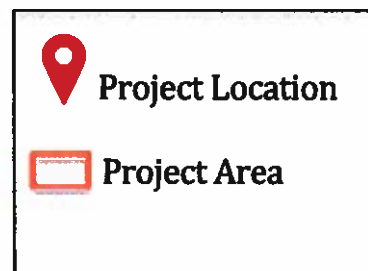
ATTACHMENT 1: PROJECT SITE LOCATION



CITY OF PERRIS

COMMUNITY SERVICES

Project Site Location





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 2: MASTER CONCEPTUAL DESIGN PLAN



LEGEND

EXISTING PARK FEATURES TO REMAIN:

- 1 RENOVATE (1) RESTROOM BUILDING
- 2 RENOVATE (1) BASKETBALL COURT
- 3 RENOVATE (1) TOT PLAY AREA
- 4 RENOVATE (1) CHILD PLAY AREA
- 5 RENOVATE (1) BALL FIELD (PLAY INFIELD CONVERTED TO TURF)
- 6 RELOCATE (1) TRASH ENCLOSURE

NEW PARK FEATURES:

- 7 CONSTRUCT (1) NEW MULTI-USE FIELD
- 8 EXPAND (1) TOT PLAY AREA WITH ADDITION OF INCLUSIVE PLAY AMENITIES
- 9 EXPAND (1) CHILD PLAY AREA WITH ADDITION OF INCLUSIVE PLAY AMENITIES
- 10 CONSTRUCT (3) NEW FITNESS COURT
- 11 CONSTRUCT (1) NEW 4,600 SF RECREATION CENTER
 - a. RECREATION SPACE (75% OF BUILDING SQUARE FOOTAGE)
 - b. NON-RECREATION SPACE (25% OF BUILDING SQUARE FOOTAGE)
- 12 CONSTRUCT (1) NEW FENCED RECREATION CENTER PATIO WITH (3) SHADE SAILS
- 13 CONSTRUCT (1) NEW MULTI-USER COURT
- 14 CONSTRUCT (1) NEW SKATE PARK
- 15 CONSTRUCT (2) NEW PICNIC SHELTERS
- 16 CONSTRUCT (1) NEW PAVILION
- 17 CONSTRUCT (2) NEW BUTTERFLY GARDENS
- 18 CONSTRUCT (1) NEW RUBBERIZED JOGGING TRAIL WITH SOLAR SECURITY LIGHTING
- 19 CONSTRUCT NEW MULTI-USE FIELD FENCING FEATURE
- 20 CONSTRUCT (1) NEW TOWER/ MONUMENT SECURITY LIGHTING
- 21 CONSTRUCT (1) NEW AMPHITHEATER
- 22 CONSTRUCT (1) NEW MONUMENT SIGN
- 23 CONSTRUCT (1) NEW ZUMBA ZONE
- 24 CONSTRUCT (1) NEW ROLLING GATE
- 25 *TOTAL PARKING 57 (54 + 3 ACCESSIBLE)

**CONCEPTUAL PLAN
FOSS FIELD PARK
CITY OF PERRIS**



NORTH



DATE: JUNE 28, 2021





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3: CONTRACT SERVICES AGREEMENT

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

FOSS FIELD PARK RENOVATION AND EXPANSION PROJECT

This Contract Services Agreement ("Agreement"), is made and entered into this 27 day of September, 2022, by and between the City of Perris, a municipal corporation ("City"), and Community Works Design Group, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **Seven Hundred and Eleven Thousand and Ten** dollars (\$711,010) ("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 31, 2024.**

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of error and omission insurance in an amount not less than \$1,000,000.00 per claim with and \$2,000,000 in the aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
Community Works Design Group
4649 Brockton Avenue
Riverside, CA 92506

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

[SEE ATTACHMENT]



PROPOSAL FOR PROFESSIONAL DESIGN SERVICES:

FOSS FIELD PARK EXPANSION



SUBMITTED BY:



PARK PLANNING AND
LANDSCAPE ARCHITECTURE



August 29, 2022

Ms. Sabrina Chavez, Director of Community Services and Housing
CITY OF PERRIS
101 N. 'D' Street
Perris, CA 92570

**RE: Proposal for Professional Landscape Architectural Services:
Foss Field Park Expansion**

Dear Ms. Chavez and Members of the Consultant Selection Committee:

On behalf of the firm of Community Works Design Group (CWDG), we are pleased to present this proposal to continue providing professional Park Planning services for the completion of Design Development, Construction Drawings, Bidding and Construction Administration for Foss Field Park Expansion.

We extend our congratulations to the City of Perris for being allocated with California State Budget earmark or \$8.5 million toward the development of Foss Field Park Expansion. We are honored to have been part of the process to date, and are equally as excited for the opportunity to bring this park the rest of the way to fruition.

This proposal shall remain valid for a period of not less than 90 days from the date of submittal. The members of the Design Team and I appreciate your consideration of our team for the Foss Field Park Expansion project.

Respectfully submitted,

COMMUNITY WORKS DESIGN GROUP

Scott Rice ASLA, LEED AP, CASp
Vice President
Landscape Architect CA #5111 / NY #2645
Certified Access Specialist CASp-709
scott@cwdg.fun

FIRM/ TEAM OVERVIEW



COMMUNITY WORKS DESIGN GROUP - LLC (CWDG)

Landscape Architecture - Planning

4649 Brockton Avenue

Riverside, California 92506

(951) 369-0700

Federal I.D. 82-1854334

Registered Small Business #1769579

PRINCIPAL: Scott Rice ASLA, LEED AP, CASp - President

Community Works Design Group was established in 1985 and provides municipal planning services throughout the State of California. The firm focuses on Park, Recreation, Streetscape and Trails Planning projects. CWDG has a ready and available staff of seven highly professional individuals. We draw on three Licensed Landscape Architects, two of whom are LEED Accredited Professionals, as well as an in-house Civil Engineering, Certified Irrigation Designer/ Certified Landscape Irrigation Auditor, and Certified Access Specialist.

Community Works Design Group does what its name implies - it assists communities with the design of park projects that "Work". Our focus is on park and recreation and municipal projects and has been since day one in 1985. (That's 37 Years!!!) We come from "your side of the fence". Tim Maloney worked in municipal park and recreation departments. Scott Rice has served as the City Landscape Architect for City of Highland continuously since 2005.

The company is has always been financially solid. We have never been found "at fault" in any litigations (3 in company history). We have never been debarred or have any blemishes on the corporate name. We have no known conflicts of interest with the City or its employees.

CWDG HAS DESIGNED OVER 250 PARK PROJECTS IN OUR 35+ YEAR HISTORY, INCLUDING 5 PARKS WITHIN THE PAST 5 YEARS (2017-PRESENT).



"Designing your Dreams" starts here at our two story design studio - complete with an indoor spiral slide and a 25' swing!



ORGANIZATION CHART



TEAM INFORMATION

Scott Rice will continue to serve as the Project Principal and Allison Rush will be the Senior Project Manager assigned to work with the team. Kay Kite will handle all Irrigation portions of the project. Dan Burkhardt will be providing all Quality Assurance and Quality Control. CWDG will not replace any of the above-listed key team members without prior consultation with the City of Perris.



REFERENCES

Community Works Design Group (CWDG) excels in providing Landscape Architectural and Park Planning Services for our municipal clients. *In addition to work previously performed for the City of Perris, we encourage you to reach out to the following clients for a candid assessment of our ability to maintain proactive, dedicated service on the successful execution of multiple projects:*

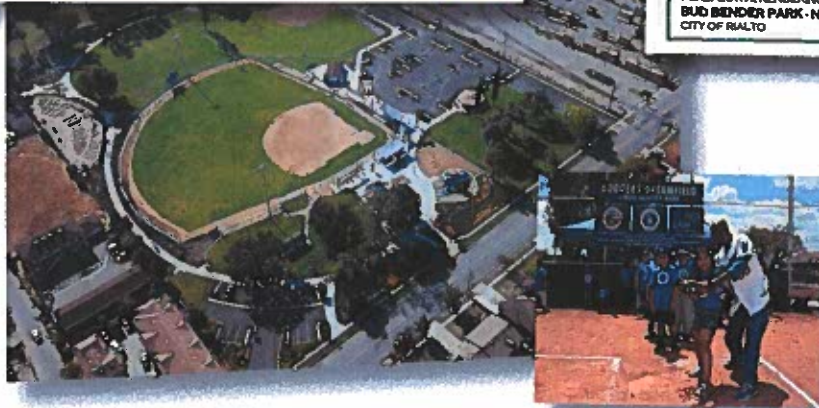
Client: CITY OF RIALTO

Services rendered within past 5 years (since 2017): CWDG served as prime consultant for various Park Planning Services at five City park sites for \$25+ million in park improvements, including community design process, conceptual design, 3d modeling, construction drawings, construction administration.

CWDG Staffing: Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush

Contact: Robert Eisenbeisz, Public Works Director
(909) 820-2602
reisenbeisz@rialto.ca.gov

Reference Projects: Bud Bender Park: Renovation to Existing 8 ac. Park (\$2.5 M/ Comp. 2016);
Anderson and Rialto City Parks: Restroom, Concession/ ADA Improvements (\$1 M/ Completed 2017-2018);
Joe Sampson Park: 8 ac. New Neighborhood Park (\$5.5 M/ Opened February 2019);
Frisbie Park: 16.7 ac. Renovation + Expansion (\$18 M/ Const. Begins Spring 2019)



The Bud Bender Park Improvement project involved the coordination between multiple City departments, local residents and key stakeholders. CWDG worked diligently to provide modern park improvements while preserving large shade trees, a group picnic shelter, and an Adobe building.



Client: CITY OF RIALTO (continued)



Joe Sampson Park:
8 ac. New Neighborhood Park
(\$5.5 M/ Opened February 2019)

Notable Features:

- *Dry-stream infiltration feature along its south and west perimeter, constructed of rock harvested during on-site grading operations*
- *Custom "Rialto" bridge over dry stream at main entry*
- *California-friendly planting palette, generally consisting of low water use plants, irrigated by Calsense ET adjusted controller*
- *Porous rubberized jogging track at perimeter of sports field, keeping overspray off impervious surfaces*



“ We found the CWDG team, led by Scott Rice, to be very proactive, friendly, and detailed throughout the construction of Joe Sampson Park. ”

Sam Kasbar, VP
KASA Construction
samk@kasaconstruction.com



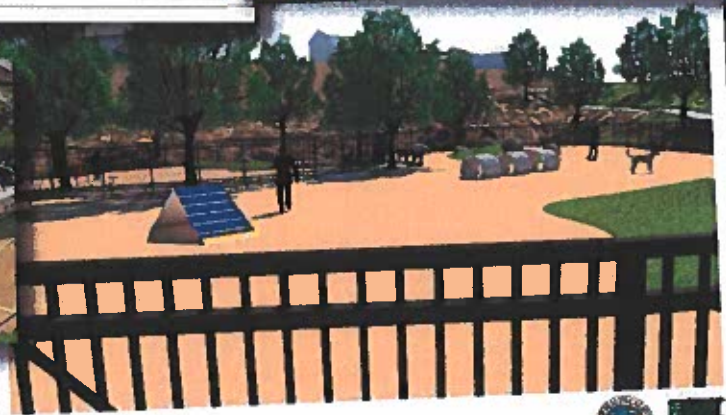
Client: CITY OF RIALTO (continued)



Frisbie Park:
16.7 ac. Renovation + Expansion
(\$18 M/ Const. Begins Spring 2019)

Notable Features:

- Park designed with direct input from City Maintenance staff, including materials selection, amenity arrangement to allow proper clearances for service equipment
- Complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CASP)
- Several existing heritage trees protected in place



We have provided a few more examples of renderings that were prepared by CWDG and utilized during the public outreach phases of the Frisbie Park Renovation and Expansion project for the City of Rialto.

CONCEPT RENDERING
DOG PARK AT FRISBIE PARK
CITY OF RIALTO



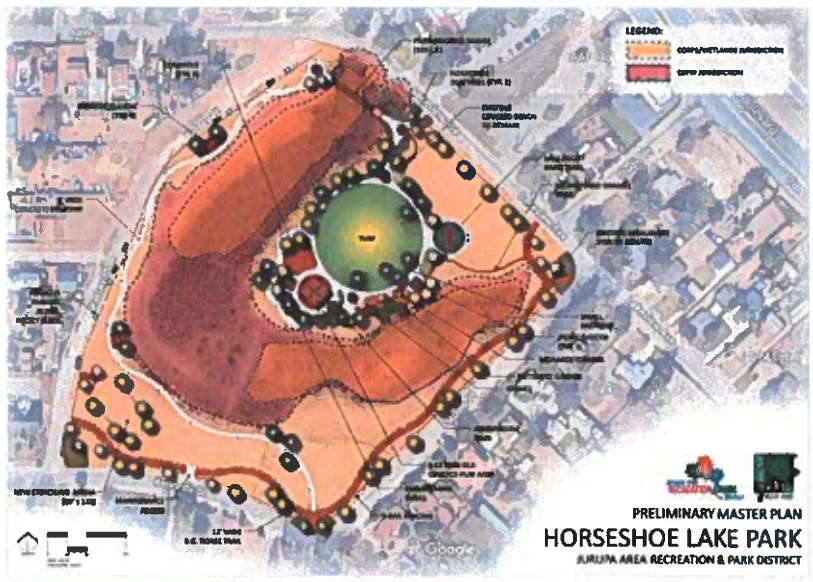
Client: JURUPA AREA RECREATION & PARK DISTRICT (JARPD)

Services rendered within past 3 years (since 2016): CWDG served as prime consultant for various park design and renovation projects throughout the District. CWDG also has provided all Landscape Plan Check and Inspection Services for the District continuously since 2015.

CWDG Staffing: Project Principals: Tim Maloney and Scott Rice
Project Managers: Scott Rice, Kay Kite, Allison Rush

Contact: Colby Diuguid, General Manager
(951) 361-2090
colby@jarpd.org

Reference Projects: Various Playground Renovation Projects - \$1 million (Completed 2017-2018)
Veterans Park Renovation and Splash Pad - \$1 million (Opened October 2018)
Horseshoe Lake Park Improvements - \$3 million (Construction begins Summer 2019)



Horseshoe Lake Park
Notable Features:

- Entire park utilizes solar power for lighting and irrigation control
- Balanced grading on-site (no import or export)
- Existing vernal pools protected in place
- Pervious paving used for walking paths



CWDG and JARPD met on-site with residents surrounding the park site, to physically identify locations of all proposed features.





PROJECT MANAGEMENT, STAFF AVAILABILITY AND DETAILED PROJECT WORK PLAN

STAFF AVAILABILITY: All staff members listed in this proposal are available to begin work immediately upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to the Foss Field Park project.

ORGANIZATION AND SCHEDULING: We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our office holds weekly Staff Meetings where we review ALL of our current projects, and the Principals have total accountability with the Project Managers to adhere to all set deadlines. We will keep key staff consistent, so that everyone remains on the same page.

DELIVERABLES: We will provide all levels of deliverables outlined in the proposal. We utilize a wide variety of software, including AutoCAD 2018, Adobe Creative Cloud, Microsoft Office, SketchUp Pro 3-d, and much more. We will provide hard copy and digital media in PDF or any requested format.

OUR APPROACH: Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders. CWDG can also offer complete construction administration and construction management services to assist the City at whatever level is desired.

WHAT SETS CWDG APART: While there are many similarities between municipal design projects, we have developed an understanding of what it takes for a project to truly stand apart and shine, as evidenced in our consistent winning of CPRS Awards of Excellence in Park Planning and APWA Project of Merit awards. Our team offers a wide variety of in-house services, such as Irrigation Auditing via our Certified Landscape Irrigation Auditor, and Accessibility Evaluation from our Certified Access Specialist (CAsp), that are dovetailed into our final products.



COMMUNITY DESIGN PROCESS: whenever possible, we employ what we call the “FUNnel” approach to take the multitude of “wants” and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community’s interest and not OUR interests. During design meetings, we utilize a proprietary push button remote voting system called Infowhyse Reply Interact which allows the audience to vote privately and see real-time results. As a standard practice, we provide scaled 3-d modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.

WORKING WITH CITY STAFF AND POLICY-MAKING AGENCIES AND STAKEHOLDERS: As we have worked on park projects in Perris and neighboring Cities, our team is very well versed in the intricacies of the City, and have a great rapport and positive working relationship with all key parties. We are confident that we can continue providing the high quality of service the City has come to expect from CWDG into the future!

OUR “NOT SO SECRET” INGREDIENT TO SUCCESSFUL PROJECTS is remaining in close, ongoing communication with the City and all key stakeholders throughout the life of the project - from concept to construction!

OUR RECORD OF MEETING SCHEDULES ON SIMILAR PROJECTS: We invite you to contact our listed references for confirmation of CWDG’s ability to meet deadlines and critical path schedule milestones. This is especially apparent with our various projects for Jurupa Area Recreation and Park District, where the project funding is directly connected to grant deadlines.

“ We have worked with CWDG for over 30 years on a variety of park projects. We enjoy working with their leadership team and have found them to be efficient and timely in their responses. ”

*Mitch Adkison, VP
Adkan Engineers
madkison@adkan.com*



PROJECT UNDERSTANDING AND APPROACH

As previously discussed, our firm specializes in Park Planning and Landscape Architectural consulting for various Cities, Counties and Special Districts throughout the State. As such, we are ready to jump right in and begin working as an extension of City of Perris staff.

Key staff will consist of Scott Rice, Principal, serving as Project Coordinator, Allison Rush, Senior Project Manager, serving as Project Manager, and Dan Burkhart, Senior Landscape Architect, serving as Quality Assurance/ Quality Control. Please see our organization chart as well as our resumes in this Proposal.

LOCAL PARTICIPATION - SUBCONSULTANTS

While we have an extensive history of working with our “home team” of subconsultants, our standard practice is to hire locally-based subconsultants for many support roles on City projects, whenever feasible. These include land surveyors, electrical engineers, structural engineers, and so on, when necessary for a particular park project. We will hire locally-based consultants for City of Perris projects as needed. We anticipate that locally-based subconsultants would make up between 10% and 20% of our total dollar value of services rendered, depending on specific project scope.

In this case, our “home team” primarily consists of locally available consultants, including the following:

- | | | |
|----------------------------------|-----------------------|----------------|
| • STRUCTURAL: | SGH Architects | Redlands |
| • SURVEYING / CIVIL ENGINEERING: | Adkan Engineers | Riverside |
| • ELECTRICAL: | Design West Engineers | San Bernardino |
| • GEOTECHNICAL: | LOR Geotechnical | Riverside |

QUESTIONS/ PROPOSED CHANGES TO STANDARD CONTRACT

We (CWDG) do not propose any edits to the City’s current Agreement for Professional Consultant Services.



COST ESTIMATING

We understand the importance of defining realistic construction costs and cost increase projections when chasing grant funds. Our firm excels in this type of cost estimating, as we regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information.

We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients. We just received bids in mid August for an \$18 million park expansion and renovation in Rialto. Our Construction Estimate for the project was \$18.2 million for the entire project. We received 11 competitive bids with the low bid being \$15.8 million and the high at \$21.8 million. We always shoot for our estimates to be “in the middle”. The table below was provided by and developed by the City of Rialto for Frisbie Park Expansion.

Table 1

Company	Location	Type of Firm	Base Bid	Additive Bid	Total Base Bid & Additive Bid Amount
RAL Investment Corp, DBA Silverstrand Construction	San Diego, CA	Corporation	\$ 11,823,401.00	\$ 4,061,449.00	\$ 15,884,850.00
Los Angeles Engineering, Inc.	Covina, CA	Corporation	\$ 11,663,997.00	\$ 5,028,001.00	\$ 16,691,998.00
Bowe Contractors, Inc.	Lancaster, CA	Corporation	\$ 11,646,944.00	\$ 5,153,796.00	\$ 16,800,740.00
Environmental Construction, Inc.	Woodland Hills,	Corporation	\$ 11,617,644.00	\$ 5,526,900.00	\$ 17,144,544.00
Kasa Construction, Inc.	Chino, CA	Corporation	\$ 12,916,000.00	\$ 4,360,000.00	\$ 17,276,000.00
Ohno Construction Company	Fontana, CA	Corporation	\$ 13,079,000.00	\$ 4,969,000.00	\$ 18,048,000.00
RC Graves Construction	Rialto, CA	Corporation	\$ 13,248,724.73	\$ 4,803,418.46	\$ 18,052,143.19
Horizon Construction Company International, Inc.	Orange, CA	Corporation	\$ 12,803,554.85	\$ 5,564,705.67	\$ 18,368,260.52
Morillo Construction, Inc.	Pasadena, CA	Corporation	\$ 13,226,000.00	\$ 6,118,000.00	\$ 19,344,000.00
James McMinn, Inc.	Grand Terrace,	Corporation	\$ 12,977,900.00	\$ 6,989,000.00	\$ 19,966,900.00
Access Pacific, Inc.	Pasadena, CA	Corporation	\$ 14,229,500.00	\$ 7,566,000.00	\$ 21,795,500.00

“Community Works Design Group has been the City of Highland’s exclusive Landscape Architectural firm since 1990. Their commitment to the City is reflected in their quality of work, timely response and customized solutions to our challenges, and overall responsiveness.”

- Lawrence A. Mainez, Community Development Director - City of Highland



RESUMES

SCOTT J. RICE ASLA, LEED AP, CASp
VICE PRESIDENT / PRINCIPAL

B.S., Landscape Architecture, California State Polytechnic University at Pomona
Licensed Landscape Architect, State of California, #5111, State of New York #2645
Certified Access Specialist CASp-709

Mr. Scott Rice is a Principal with Community Works Design Group. Scott graduated with Honors from Cal Poly Pomona, with a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Scott is a LEED Accredited Professional, and is one of only three Licensed Landscape Architects holding CASp (Certified Access Specialist) certification. He currently serves as the City Landscape Architect for the City of Highland, and has served continuously in that role since 2005. Scott is in charge of CWDG's in-house quality control/ quality assurance process.

In addition to his 17 year tenure with CWDG, Scott has also managed the design division of a nationally-recognized design-build firm, specializing in action sport facilities.

ALLISON RUSH, ASLA
SENIOR PROJECT MANAGER

Bachelor of Arts, The Pennsylvania State University
Master of Landscape Architecture, Temple University
Licensed Landscape Architect, State of California, #6378

Ms. Allison Rush is a Project Manager with Community Works Design Group, with East Coast roots. Allison earned her Bachelor's degree in Human Geography from Penn State, and her Master of Landscape Architecture degree from Temple University.

Allison's education focused on the means and methods of interaction between people and public spaces. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-d modeling and photo simulation. With her education and skills, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.



DANIEL BURKHART ASLA, ISA
DIRECTOR OF IMPLEMENTATION + VALUE

Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona
Licensed Landscape Architect: California #6092
ISA Certified Arborist WE-11637A
C-27 Contractor License #840206
FAA UAS Remote Pilot
California Dept. of Pesticide Regulation - OAL 122282 BF

Mr. Dan Burkhart is a Senior Landscape Architect at Community Works Design Group (CWDG) joining the firm in early 2020. Dan is charged with maintaining CWDG construction development and documentation process as well as mentoring and guidance of junior staff. Dan handles plan checking, in house reviews, and CD support in addition to specification, estimating, and construction oversight. Dan is often referred to as Coach in the office and works diligently to elevate and improve CWDG's production and efficiency.

Dan brings a wealth of design, installation, and maintenance experience to CWDG earned over his 24-year journey. Dan's varied and wide experience on both sides of the table includes the Private and Public sectors at all levels and gives him an understanding of different points of view and the forces involved. Dan has started with a shovel and a pencil and has demonstrated an ability to listen, learn, and advance in the profession. Licensed as a Contractor, Certified Arborist, QAL, FAA Remote Pilot, and being a continual student of all aspects related to the field and process, Dan continues to learn and build while adding items to his tool box and base.

KAY C. KITE CID, CLIA
SENIOR PROJECT MANAGER

Bachelor of Arts, California State University at San Bernardino
Master of Landscape Architecture (in progress); Cal Poly Pomona (estimated completion: 2021)
CID/ CLIA Irrigation Association #006190

Ms. Kay Kite is an Irrigation Specialist with Community Works Design Group. Kay graduated from California State University in San Bernardino, Cum Laude, earning a Bachelor of Arts degree. Kay has been with CWDG for 20 years. She will be providing services in Irrigation Design and Water Auditing. Kay draws from over ten years of practical and theoretical irrigation training in order to design systems for projects, ranging from small pocket parks to one hundred and twenty acre sports parks. Not limited to irrigation systems, Kay has over nine years of experience in a variety of landscape design projects including various parks, Multi-family Housing, Planned Residential Communities, Urban Streetscapes, and other private/ commercial ventures.



SCOPE OF WORK

CONTINUED RESEARCH/PROGRAM SCOPING/TEAM COORDINATION

With the approval of \$8.5 million in State Budget Earmarked for this project, we will work with the City to see the project come to fruition within the State's anticipated timeframe for expenditures.

1. We will actively participate in an initial meeting for continued Design Development with the City and key stakeholders to finalize a project schedule and confirm project understanding.

2. To accurately assess total project costs, we will meet with the City staff regarding maintenance concerns and anticipated use patterns of the site. We will research and discuss utility requirements with appropriate City departments and other providers of public utility service.

3. We will attend all Project Development Team meetings as required during this phase of the project. Because City/team communication is so important, our team will be available for as many meetings as desired by the City throughout the life of the project, with no cost to the City for additional meetings!

4. We will work to provide a final design and tentative construction schedule. Our schedule will be prepared utilizing Critical Path Method via Microsoft Project.

DELIVERABLES

- Regular e-mail progress updates and ongoing coordination documentation
- QA/QC Plan for City Review and Approval
- Utility Coordination
- Preliminary Schedule



CONTINUED COMMUNITY ENGAGEMENT/SCHEMATIC REVISIONS

We will work with the City and their stakeholders to develop a community engagement plan for the final conceptual design of the skatepark for Foss Field Expansion.

1. We will work with the City to conduct a community engagement campaign for the new skatepark. The campaign will include an online survey and hosted public meeting.
2. We will design two conceptual skateparks which will be the basis for the community engagement feedback public input meetings in order to get a full understanding of the needs and wants for the skatepark. The community will be able to vote on the two concepts to select their favorite.
3. A corresponding estimate of construction costs will be provided at a “rough order of magnitude” level, so that the costs of the improvements can be evaluated in relation to available budget.
4. We will funnel the community input feedback into a final skate park design and incorporate it into a final conceptual plan.
5. Upon City review and discussion, we will revise the blackline concept and cost estimates as needed.



Two additional examples of our 3-D presentation techniques which vividly portray the various park amenity options, as prepared for a planned expansion to Eastvale Community Park for Jurupa Community Services District.



TASK 2 - PRELIMINARY/ MASTER PLANNING - continued

6. We will assist the City in presenting the Foss Field Park layout to the applicable City Commissions and the full City Council for all approvals.
7. We will attend all meetings as required during this phase of the project. This includes all applicable and necessary Staff, Commission, and City Council meetings.

COMMUNITY ENGAGEMENT/ SCHEMATIC REVISION - DELIVERABLES

- Two (2) conceptual skate park plans
- Community Engagement survey and hosted meeting
- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- Design, coordination, and preparation of meeting agendas
- Documentation of QA/QC Plan Implementation
- Final Cost Estimates
- Electronic copies of all presentations and documents
- 3-D concepts of Final Master Plan



Here is a 3-d rendering showing a portion of the final selected concept for Frisbie Park Expansion in Rialto, overlaid onto an aerial photo highlighting existing areas to remain. This type of composite plan will show how the park site interacts with the surrounding residences.



TASK 3 - DESIGN DEVELOPMENT

Upon City review of the Conceptual Plan and the issuing of a Notice to Proceed, we will proceed with the preparation of plans, specifications, and estimates (PS&E) necessary to obtain full City and applicable Agency approvals prior to construction.

1. We will participate in a kick-off meeting with the City and our project team to discuss critical path milestones and delegation of responsibilities necessary for the expedited preparation of PS&E package.
2. Adkan Engineers will obtain aerial topography for the full project site, to be used as a basis for design of Final Engineering and provided in digital format to the project team. A field crew will be dispatched to set aerial targets per the direction of the aerial photogrammetrist. The aerial survey work will be supplemented with ground survey to determining tie-ins to pavement and other existing improvements.
3. LOR Geotechnical will perform subsurface investigation including approximately 8 exploratory trenches to a maximum depth of 12 feet or refusal, and four falling head infiltration tests. LOR will utilize the site-gathered data to provide a Geotechnical Report with findings and recommendations for use in further developing project plans.
4. The Civil Engineering plans will reflect all soft and hard paving, parking lot, flatwork, drainage devices, utility services, landscape areas, erosion control devices, curbs, gutters, fencing and walks and pad design. The grading plan will be in compliance with NPDES permitting requirements. An erosion control plan and WQMP will be provided as part of the grading submittal.
5. CWDG will coordinate the site amenity details with the manufacturers, such as shade covers, playgrounds, and restroom buildings. All Utility connections will be included.
6. All site furnishings and amenities to be incorporated into each park will be provided to the City to review in a booklet format. We want to assure that all site furnishings comply with the City's current inventory and/or will be acceptable to the City for post construction ownership and maintenance purposes.
7. The irrigation plans will be prepared by our in-house Certified Irrigation Design team. We will review with City Staff all proposed equipment to be incorporated into the design of the irrigation system.
8. Schematic Planting Plans with all necessary photo and plant descriptions will be provided. Plant suitability, maintainability, drought resistance, and reliability will be primary concerns.
9. All of the design team plans will be reviewed with the City Staff (all departments required) on a regular basis.



9. Continuous construction and maintenance cost estimate updates from CWDG will be presented as required.
10. We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

TASK 3 - DESIGN DEVELOPMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (65% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 50% Draft Technical Specifications (Word)



Enchanted Hills Park is a fine example of recent teaming efforts between our firm and the City of Perris.



TASK 4 - CONSTRUCTION DOCUMENTS

Upon receipt of approval of the Design Development portion, we will continue preparation of the Construction Documents. The plans will continue the concepts of low maintenance, vandal resistance, attractive and practical design solutions.

1. **CIVIL ENGINEERING PLANS:** Adkan Engineers will prepare and process a fine grading plan for construction of finished grading, horizontal control, water plans, bio-swales and dust control plans. Cut and Fill earthwork calculations will be prepared at the 90% point and again at the 100% submittal. The plans will be at a scale of 1"=20' and indicate detail finish grading, Particular emphasis will be placed on ADA access into and within the park and will be designed with City input. Various options will be explored and refined into the construction document details.

Adkan Engineers will prepare a Storm Water Pollution Prevention Plan (SWPPP). A SWPPP will need to be prepared and submitted to the Regional Water Quality Control Board. The SWPPP Manual will be prepared in accordance with the National Pollution Discharge Elimination System (NPDES) guidelines. The SWPPP Manual will be developed and certified by a Qualified SWPPP Developer (QSD). Adkan will serve as the on-site Qualified SWPPP Practitioner (QSP) for implementation and monitoring of the SWPPP Manual, including all effluent sampling and reporting during construction (Task 5). Upon completion of the preparation of the SWPPP Manual, a digital pdf will be provided to the client and Legally Responsible Person (LRP). One (1) hard copy of the SWPPP will be provided to be kept on-site during construction. This category does not include any City fees associated with submittal. Once the SWPPP is uploaded, approved, and fees have been paid, a Notice of Intent (NOI) will be issued and forwarded to the Client for their records. Mitigation options for reducing erosion will be shown on an erosion control plan, or on the precise grading plan.

2. **CONSTRUCTION DRAWINGS:** Construction Drawings will include site plans and details (will locate by dimensioning all project elements as approved in the Final Master Plan - including picnic structures, shade shelters, water play, skate spot, playgrounds, all ADA access including access to park, parking lot, site furnishings). Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products.
3. **STRUCTURAL PLANS:** SGH Architects will prepare all architectural and structural plans including,
 - High volume, open-floor multi-use assembly space with operable doors to open to park.
 - Men's and women's multiple-stall toilet rooms.
 - Entry foyer/reception area with storage space.
 - Architectural design, structural engineering, MEP engineering for the Recreation Center Building. Schematic Design through Construction Documents, Bidding Assistance and Construction Administration.



TASK 4 - CONSTRUCTION DOCUMENTS - continued

3. **IRRIGATION PLANS:** We will prepare complete irrigation plans to comply with EMWD requirements. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, reclaimed water options, efficiency and, most importantly, consistency with City standards will be our primary concerns.
4. **PLANTING PLANS:** Complete Planting Plans with all necessary details will be provided. Native and naturally sustainable species will be of primary importance in the plant selection process. Planting options for students and the community will be included.
5. **ELECTRICAL:** Complete Electrical Plans with all necessary details will be provided. We will be evaluating all existing systems and incorporate all of the latest technologies including solar, low voltage, LED systems to produce the most efficient and long term solutions for the City.
6. **SPECIFICATIONS:** Specifications detailing materials and workmanship for all of the above items will be provided as required.
7. **COST ESTIMATES:** Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.
8. **DOCUMENT PROCESSING:** We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.
9. **MEETINGS:** We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.
10. **FINAL DOCUMENTS:** After final approval, 24" x 36" mylars shall be submitted to the City along with a hard copy and an electronic copy of the plans and specifications for bidding purposes.

TASK 4 - CONSTRUCTION DOCUMENT PHASE - DELIVERABLES

- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation
- 6 sets hard copies of each submittal (90% and 100% level)
- Documentation of QA/QC Plan Implementation
- Preliminary Cost Estimates (updated throughout project)
- 90% Draft plans, estimates and technical Specifications; 100% Final Technical plans, specifications and estimates.
- Spreadsheet identifying community volunteer opportunities
- CAD files of all pertinent drawings
- Construction Reference File (For Construction Inspector)



TASK 5 - BIDDING/ CONSTRUCTION PHASE

1. When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.
2. We will attend and chair the pre-bid meeting and provide written minutes and follow up information as required. We will assist the City in obtaining and evaluating bids for the project as required.
3. We will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications.
4. We will participate in weekly construction meetings. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor. We will review job drawings, as- builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project.
5. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.
6. We will review as-builts and assist in the reproduction of the as-built information on disc, for the project.
7. Adkan Engineers will provide BMP Inspections, SMARTS Reporting (QSP Services/ Risk 1), pad certification (2 moves) and final grade certification (1 move) during the construction phase.

TASK 5 - BIDDING/ CONSTRUCTION PHASE - DELIVERABLES

- PDF copies of all documents (field reports, etc.)
- Preparation of Architect's Supplemental Instructions (ASI) as needed.
- Prepare as-built/ record drawings
- CAD files of all pertinent drawings



TENTATIVE SCHEDULE – FOSS FIELD PARK EXPANSION - Tasks 3-5

The following is our proposed tentative schedule for the design and construction of Foss Field Park. This schedule is based on a Notice to Proceed date of October 17, 2022 with the project to be completed by the end of 2024.

The schedule provided within this proposal reflect our firm's understanding of the project, including all tasks we are recommending to culminate in a successful park project.



FEE PROPOSAL – FOSS FIELD PARK EXPANSION - Tasks 3-5

The following is our proposed fee to provide all work mentioned in our proposal for the design and development of Foss Field Park. These fees are based upon \$8.5 million in construction improvements, additional details can be found in the attached fee proposals.

<u>Consultant Services</u>		<u>Fee</u>
1.	TASK ONE: RESEARCH/ SCOPING	PREVIOUSLY COMPLETED
2.	TASK TWO: CONCEPTUAL/ MASTER PLANNING	PREVIOUSLY COMPLETED
3.	TASK THREE: DESIGN DEVELOPMENT	LUMP SUM \$293,420.00
4.	TASK FOUR: CONSTRUCTION DOCUMENTS	LUMP SUM \$201,160.00
5.	TASK FIVE: BIDDING SERVICES AND CONSTRUCTION ADMINISTRATION	Hourly/ NTE \$207,680.00
6.	<u>REIMBURSABLES (Printing/ Mileage, etc.)</u>	<u>ALLOW \$ 8,750.00</u>
Total Design Fees (Tasks 3-5 only)		\$711,010.00

The scope and fees provided within this proposal reflect our firm's understanding of the project, including all tasks we are recommending to culminate in a successful park project. However, we are open to negotiating our exact scope and fees to best suit the City's needs and available budget.



EXHIBIT "B"

SPECIAL REQUIREMENTS

Comply with:

1. Rules and Regulations of governing utility districts
2. Rules and Regulations of other authorities with jurisdiction over the project limits.

EXHIBIT "C"

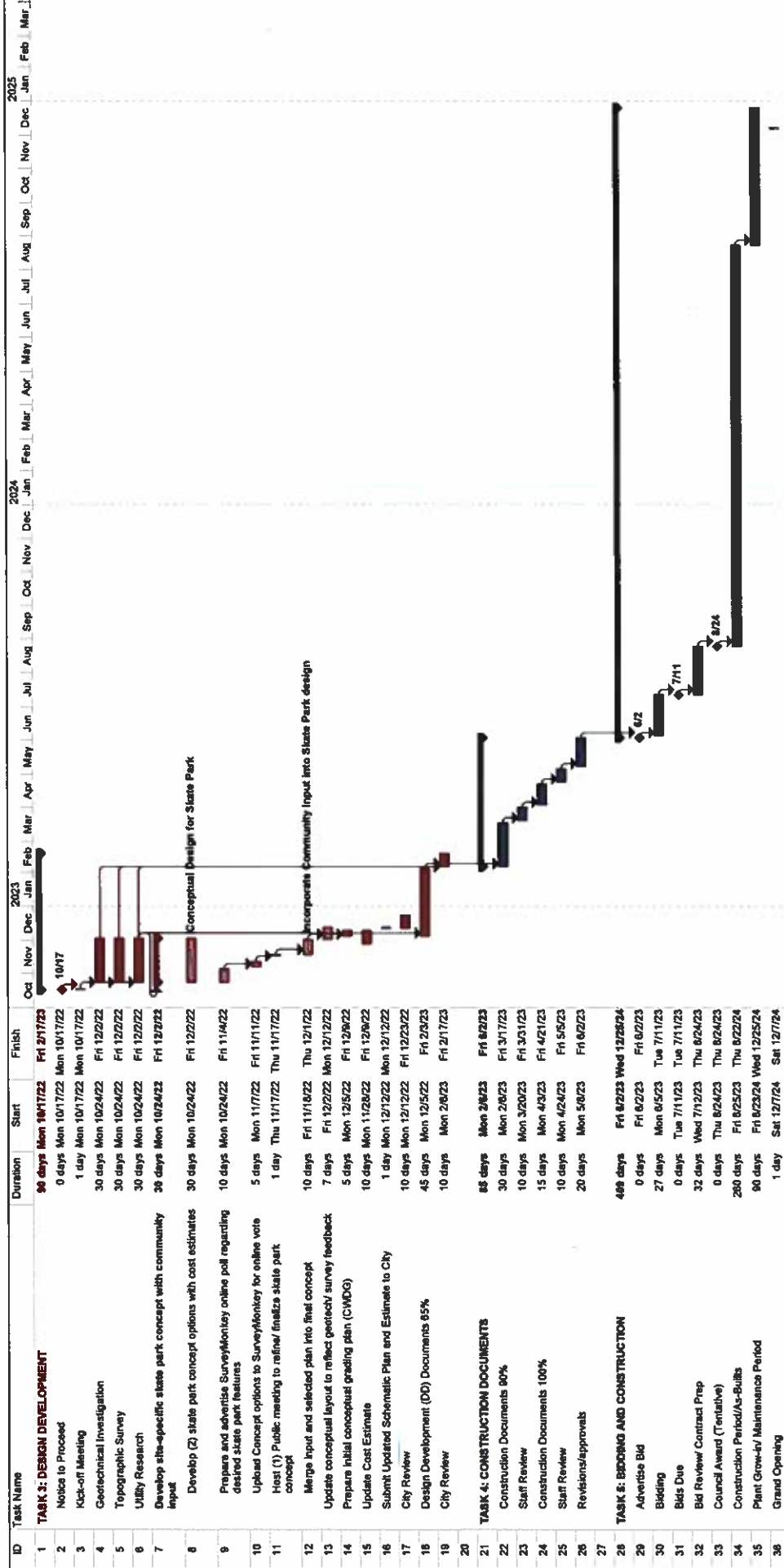
SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of Seven Hundred and Eleven Thousand and Ten dollars (\$711,010) ("Contract Sum"). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE
[SEE ATTACHMENT]



Foss Field Expansion
City of Perris
TENTATIVE PROJECT SCHEDULE



Project: Foss Field Park Expansion Sc
Date: Mon 8/28/22

Task Summary: Manual Summary, Inactive Summary, Project Summary, External Milestone, Inactive Milestone

Task: Manual Task, Duration-only, Manual Summary Rollup

Milestone: External Milestone, Inactive Milestone

Summary: Manual Summary

Page 1

FOSS FIELD RENOVATION & EXPANSION - SCOPE AND FEE BREAKDOWN

CITY OF FERRIS - COMMUNITY WORKS DESIGN GROUP

UPDATED AUGUST 29, 2022



Task	Description	COMM. WORKS DESIGN GROUP	ADIKAN ENGINEERS	DESIGN WEST	LOR	SGH ARCHITECTS	Reimbursable Expenses
3	DESIGN DEVELOPMENT (65% CD's)	\$130,880.00	\$38,900.00	\$4,640.00	\$13,800.00	\$105,300.00	\$1,500
3.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed	Yes	Yes	Yes	Yes	Yes	
3.1.1	Participate in kick-off meeting	Yes	Yes	Yes	Yes	Yes	
3.1.2	Participate in virtual team coordination meeting at each major plan milestone level	Yes	Yes	As Needed	As Needed	As Needed	
3.2	Utility Coordination/ Records research	only as needed to support civil/geotech	Yes	Yes	Yes		
3.3	Prepare Topographic Survey/ Parcel Map		Yes				
3.4	Prepare Geotechnical Investigation: borings and infiltration				Yes	Coord w/ Geotech	
3.5	Update conceptual layout to reflect survey/ geotech input	Yes	Review design for compliance		Review design for compliance		
3.6	Prepare initial conceptual grading plan, conveying general design intent	Yes	Yes				
3.7	Adjust conceptual grading plan to align w/ preliminary Water Quality Management Plan	Yes	Yes				
3.7.1	Develop preliminary curfill calculations	Yes	Yes				
3.8	Develop Skate Park Concept with community input	Yes	Yes				
3.8.1	Develop online poll (SurveyMonkey) relating to desired skate features	Yes					
3.8.2	Develop two (2) concept options	Yes					
3.8.3	Host (1) design refinement meeting	Yes					
3.8.4	Merge 2 concepts into final concept	Yes					
3.8.5	Provide rough cost estimate for Skate Park.	Yes	Yes	Yes		Yes	
3.9	Outreach to product vendors regarding current availability, pricing, and lead times	Yes	Yes	Yes	Review design for compliance	See specific items	
3.10	Prepare 65% Construction Drawings	Provide input to civil	Yes	Yes			
3.10.1	Demolition/ Protection Plan		Yes				
3.10.2	Horizontal and Vertical Control Plan		Yes				
3.10.3	Grading and Drainage Plans		Yes		verify conformance to soils report, site prep recommendations		
3.10.4	Utility Plans		Yes-Yes (water and sewer)	Yes -Dry			
3.10.5	Street Improvement Plans for parking lot drives/ partial street width		Yes				
3.10.6	Construction Plans and Details, including Recreation Building and Toilet Building renovations, shelters, landscape, site furnishings, fencing, etc.	Yes	Cross refs to LC-sheets only		coord w/ structural	structural details, calls for figs, etc.	
3.10.7	Skate Park Plans, Details	Yes	Confirm drain inlets/ edge tie ins only		coord w/ structural (TBD)		
3.10.8	Electrical Plans, incl. PG&E services, lighting, power to restroom, photometrics, etc.			Yes		structural details + calls for pole bases	
3.10.9	Irrigation Plans, Details, Calculations, Schedules	Yes					
3.10.10	Planting Plans, Details, Calculations, Schedules	Yes		Pwr to cftfr & pump			
3.11	Prepare 65% Specifications	Yes	Yes	Yes		Yes	Yes
3.12	Prepare 65% Cost Estimates	Yes	Yes	Yes		Yes	Yes
3.13	Provide written response to City/ Agency Comments relating to 65% Construction Dwg's	Yes	Yes	Yes		Yes	Yes

4	CONSTRUCTION DOCUMENTS (90%-100% CD's)	\$201,160.00	\$71,360.00	\$41,900.00	\$6,000.00	\$81,900.00	\$1,500
4.1	Prepare 90% Construction Drawings (all items indicated from DD's)		Yes	Yes	Yes	see specific items	
4.2	Prepare 90% Specifications		Yes	Yes	Yes		
4.3	Prepare 90% Estimates		Yes	Yes	Yes	Yes	
4.4	Provide written response to City/ Agency Comments relating to 90% CD's		Yes	Yes	Yes	Yes	
4.5	Prepare 100% Construction Drawings (all items indicated from DD's)		Yes	Yes	Yes	Yes	
4.6	Prepare 100% Specifications		Yes	Yes	Yes	Yes	
4.7	Prepare 100% Estimates		Yes	Yes	Yes	Yes	
4.8	Provide written response to City/ Agency Comments relating to 100% CD's		Yes	Yes	Yes	Yes	
5	BIDDING & CONSTRUCTION ADMINISTRATION	\$207,660.00	\$126,990.00	\$31,850.00	\$2,040.00	\$46,800.00	\$5,750
5.1	Coordinate boilerplate / front end specs with City		Yes				
5.2	Participate in pre-bid meeting		Yes	Yes			
5.3	Respond to RFIs, prepare Addenda, provide supplemental instructions during bid		Yes		Provide support as-needed	Provide support as-needed	
5.4	Assist City with Bid Review/ Recommendations		Yes	Yes			
5.5	Participate in pre-construction meeting		Yes	Yes			
5.6	Participate in weekly construction meetings		Weekly in-person; virtual when no activity	Provide support as-needed			
5.7	Respond to RFIs, prepare Addenda, provide supplemental instructions during const.		Yes	Yes	Provide support as-needed	Provide support as-needed	
5.8	Review product submittals		Yes	Yes	Provide support as-needed	Provide support as-needed	
5.9	Review progress payment invoices; review change order requests		Yes	Provide support as-needed			
5.1	Review schedule updates for project tracking; request recovery schedule, etc.		Yes	Provide support as-needed			
5.11	Prepare punch list; determine substantial conformance		Yes	Yes	Provide support as-needed		
5.12	Request and compile as-built information from Contractor and subs		Yes	Yes	Provide support as-needed		
	SUBTOTAL FEES	\$702,260.00	\$398,730.00	\$112,550.00	\$12,660.00	\$224,000.00	
	Reimbursables	\$8,750.00					
	GRAND TOTAL	\$711,010.00					

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction, deputy inspection, daily site management/ prevailing wage/DIR documentation. The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. However, we are willing and open to negotiating exact scope and fees as necessary to best align with the expectations and budget of the City of Perris.



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: Consideration to Award Contract Services Agreement to Interwest for project management services of the Foss Field Park Renovation and Expansion Project located at 138 N Perris Blvd, Perris, CA 92570.

REQUESTED ACTION: That the City Council 1) Award Contract to Interwest for a total contract amount of \$156,800 for project management services of the Foss Field Park Project; 2) Authorize 10% of the Bid Amount for Contingency; and 3) Authorize the City Manager to execute project related documents, approved as to form by the City Attorney.

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

The City of Perris was allocated \$8.5 million from the State of California Budget for the expansion and renovation to Foss Field Park. The budget allocation comes from the rigorous efforts by Assemblymember Jose Medina and Senator Richard Roth, who helped secure the funding out of the State's budget for the Foss Field Park Renovation and Expansion Project ("Project").

Foss Field Park was built in 1960 and comprises 8.5 acres of park space with various park amenities including one baseball diamond field, two half-court basketball courts, one volleyball court, two tennis courts, a picnic shelter, and a restroom. All recreational amenities within the park are original. No upgrades have been installed except for a small playground structure replaced in 2017. The city proposed expansion to the Foss Field Park onto a City-owned vacant lot and renovations to the existing park with new features and amenities based on community input received. The proposed improvements include a new recreational building, skate park, a multi-use court, shade structures, a zumba zone, additional parking, walking trail, butterfly garden, and renovations to the existing athletic fields. With the proposed expansion and improvements, Foss Field Park aims to attract more park users and provide a safe and beautiful open space environment where residents can enjoy a variety of recreational amenities, participate in cultural gatherings, socialize with friends and family, engage in educational experiences, and ultimately connect with their community.

In order to move forward with Project activities, staff solicited a proposal from Interwest for project management services. Staff is recommending a contract award to Interwest in the amount of \$156,800 plus 10% contingency for project management services to include the review of project documents prior to bidding to include plans and specifications, conduct project related

meetings, coordinate with utilities and with City staff, project architect and contractor to ensure project deliverables meet deadlines and budget. Staff briefed the Parks and Recreation Committee on August 17, 2022, and directed staff to proceed with the proposed contract award for project management services of the Foss Field Park Project for City Council consideration.

BUDGET (or FISCAL) IMPACT: Costs associated with the Contract Award by Interwest will be covered by the approved Foss Field Park Project Capital Improvement Project Budget (CIP# P058) allocated from general fund in the amount of \$156,800 plus 10% contingency. Costs will be reimbursed once funding out of the California State's budget is received.

Prepared by: Martin E. Martinez, Management Analyst

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager ER

Attachments:

- 1: Project Site Location
- 2: Concept Park Plan
- 3: Contract Services Agreement

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



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 1: PROJECT SITE LOCATION



CITY OF PERRIS

COMMUNITY SERVICES

Project Site Location



	Project Location
	Project Area



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 2: CONCEPT PARK PLAN



LEGEND

EXISTING PARK FEATURES TO REMAIN:

- 1 RENOVATE (1) RESTROOM BUILDING
- 2 RENOVATE (1) BASKETBALL COURT
- 3 RENOVATE (1) TOT PLAY AREA
- 4 RENOVATE (1) CHILD PLAY AREA
- 5 RENOVATE (1) BALL FIELD (CLAY INFIELD CONVERTED TO TURF)
- 6 RELOCATE (1) TRASH ENCLOSURE

NEW PARK FEATURES:

- 7 CONSTRUCT (1) NEW MULTI-USE FIELD
- 8 EXPAND (1) TOT PLAY AREA WITH ADDITION OF INCLUSIVE PLAY AMENITIES
- 9 EXPAND (1) CHILD PLAY AREA WITH ADDITION OF INCLUSIVE PLAY AMENITIES
- 10 CONSTRUCT (1) NEW FITNESS COURT
- 11 CONSTRUCT (1) NEW 4,600 SF RECREATION CENTER
 - a. RECREATION SPACE (75% OF BUILDING SQUARE FOOTAGE)
 - b. NON-RECREATION SPACE (25% OF BUILDING SQUARE FOOTAGE)
- 12 CONSTRUCT (1) NEW FENCED RECREATION CENTER PATIO WITH (3) SHADE SAILS
- 13 CONSTRUCT (1) NEW MULTI-USE COURT
- 14 CONSTRUCT (1) NEW SKATE PARK
- 15 CONSTRUCT (2) NEW PICNIC SHELTERS
- 16 CONSTRUCT (1) NEW PAVILION
- 17 CONSTRUCT (2) NEW BUTTERFLY GARDENS
- 18 CONSTRUCT (1) NEW RUBBERIZED JOGGING TRAIL WITH SOLAR SECURITY LIGHTING
- 19 CONSTRUCT NEW MULTI-USE FIELD FENCING FEATURE
- 20 CONSTRUCT (1) NEW TOWER/ADORNMENT SECURITY LIGHTING
- 21 CONSTRUCT (1) NEW AMPHITHEATER
- 22 CONSTRUCT (1) NEW MONUMENT SIGN
- 23 CONSTRUCT (1) NEW ZUMBA ZONE
- 24 CONSTRUCT (1) NEW WOLLING GATE
- 25 TOTAL PARKING 57 (54 + 3 ACCESSIBLE)

**CONCEPTUAL PLAN
FOSS FIELD PARK
CITY OF PERRIS**



NORTH



DATE: JUNE 28, 2021





CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3: CONTRACT SERVICES AGREEMENT

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

FOSS FIELD PARK RENOVATION AND EXPANSION PROJECT

This Contract Services Agreement ("Agreement"), is made and entered into this 27 day of September, 2022, by and between the City of Perris, a municipal corporation ("City"), and Interwest Consulting Group, a [Consulting Group] ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.8 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of **One Hundred and Fifty-Six Thousand Eight Hundred** dollars (\$156,800) ("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 31, 2024.**

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of error and omission insurance in an amount not less than \$1,000,000.00 per claim with and \$2,000,000 in the aggregate with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST:

"CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
Interwest Consulting Group
24 S D St #100
Perris, CA 92570

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

[SEE ATTACHMENT]

August 15, 2022

Sabrina Chavez
Community Services Director
City of Perris
101 N. D. Street
CA 92570



Re: Letter Proposal to Provide Construction Project Management services

Dear Mrs. Chavez,

Interwest Consulting Group is pleased to present this letter proposal to the City of Perris. We understand that the city is in need of a highly qualified Construction Project Manager for the construction of the Foss Field Park Project.

SUPERVISION AND COORDINATION OF SPECIAL INSPECTION SERVICES

We are proposing Senior Construction Project Manager, Bill Evans.

Bill is an experienced Public Works Director managing Street and Utility CIP, Facility and Parks CIP, Facility Maintenance, Facilities Management, Stores, Fleet Services, Environmental Program, and Streetlights as well as design builds of Municipal Facilities with over 35 years of experience. Bill is currently serving as the project manager for the City of Perris on the Enchanted Hills Park Project.

SCOPE OF SERVICES

Based upon our review of the documents, we propose to provide project management services for all contractual project work to include on-site utilities and any off-site project required work. We anticipate the scope of services to include:

- Review project documents prior to bidding to include plans and specs from a constructability standpoint and provide a detailed cost analysis.
- Conduct pre-construction meeting and weekly on-site progress meetings.
- Provide Project Management services to include utility coordination, conflict resolution, cost control and project delivery (timing).
- Review payment requests
- Provide Final close-out project documentation

ASSUMPTIONS

Our fee estimate is based on the following assumptions:

- This project is subject to Riverside's Prevailing Wage Determination year 2022-3.
- Work will be performed Monday through Friday during normal construction hours (7:00 AM and 5:00 PM).
- Project management services will be required 20 hrs./week for 14 months.

- Support staff for administrative support will be billed at \$50/hr. on an as needed basis.
- If a specialty consultant should be required for any reason their rate plus 10% will be the rate for said services.

FEE ESTIMATE

The supervision services described herein will be billed at the following rates based on a 14-month schedule providing for services on both the front end and back end of the project.

ESTIMATED SCHEDULE OF FEES			
(Based on a 12 Month Construction Schedule)			
FIELD SERVICES			
	HOURS	RATE	TOTAL
PROJECT MANAGEMENT			
Senior Project Manager	1,120	\$140	\$156,800
Total			\$156,800

I appreciate the opportunity to continue serving the City of Perris. Please contact me at 951.943.6504 or smckibbln@interwestgrp.com should you have any questions.

Sincerely,



Stuart E. McKibbln,
Interwest Consulting Group

William Evans

1382 Sparrow Road
Carlsbad, CA 92011
H: 786-350-8190
wevans@interwestgrp.com

Summary

Public Works Director with over 35 years diversified experience on the municipal level.

Skills

FHWA Project Management trained
FEMA Emergency Management trained and certified
PMP methodology trained
Erosion and Sediment Control train
SWPPP trained OSHA trained
Workplace sensitivity trained
Management Academy trained

Experience

City of Perris | Perris, California
Senior Project Manager | 11/2021 - Present

Senior Project Manager for the Enchanted Hills Park Project. Managing design teams on several other capital improvement projects within the City of Perris.

City of Parkland | Parkland, Florida
Public Works/ Parks and Rec Director | 05/2016 - 11/2021

Directed, planned, organized, implemented, and provided overall supervision of Public Works operations.

Ensured departmental compliance with all applicable codes, laws, rules, regulations, standards, policies, and procedures.

Developed, reviewed, and monitored budgets and subsequent expenditures. Ensured that citizens' inquiries were addressed in a timely manner.

Managed Capital Improvement Program.

Represented the city at public forums and meetings. Responsible for all personnel decisions within Public Works.

Served as the Incident Commander in charge of preparedness and recovery in times of Emergency Operations.

Calvin Giordano & Associates Inc. | Fort Lauderdale, Florida
Senior Project Manager | 08/2015 - 05/2016

Oversaw and managed the Public Services Division for the City of Pembroke Pines FL, on a contract basis.

Served as the Incident Commander in charge of preparedness and recovery in times of Emergency Operations.

City of Sunny Isles Beach | Sunny Isles Beach, Florida
Assistant City Manager | 01/2013 - 07/2015

Performed the operational oversight of assigned departments.

Collaborated with the City Manager and the City Commission in strategic planning for the city budget which included approving administrative transfers and processing amendments.

Collaborated with the City Manager in carrying out intergovernmental relations with other agencies such as FDOT, MDC Water and Sewer, State of Florida, FEMA and others.

Served as the City's Labor Relations Officer which included responsibility for contract negotiations, grievance resolution and contract implementation.

Collaborated with the City Manager and the City Commission in the strategic planning process.

Town of Surfside | Surfside, Florida
Public Works Director | 05/2011 – 01/2013

Directed and oversaw all aspects of the Public Works Department

Organized, implemented, and supervised activities related to city streets, parks, water and sewer system, storm water system, solid waste, building and grounds maintenance.

Oversaw the Capital Improvement Program.

Served as the Incident Commander in charge of preparedness and recovery in times of Emergency Operations.

Additional experience available upon request

EXHIBIT "B"

SPECIAL REQUIREMENTS

Comply with:

1. Rules and Regulations of governing utility districts
2. Rules and Regulations of other authorities with jurisdiction over the project limits.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the Contract Sum of **One Hundred and Fifty-Six Thousand Eight Hundred dollars (\$156,800)** ("**Contract Sum**"). Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed. Consultant shall be paid for actual work completed on the project.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE
[SEE ATTACHMENT]

August 15, 2022

Sabrina Chavez
Community Services Director
City of Perris
101 N. D. Street
CA 92570



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CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

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 September 27, 2022 through October 27, 2022

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other executive orders were issued that further modified the requirements related to the conduct of teleconferenced meetings during the state of emergency.

These executive orders allowed the City Council, Planning Commission, and other City Committees that are subject to the Brown Act to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring transparency and accessibility for open and public meetings. However, those executive orders were set to expire on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond with the timing of expiration of the executive orders. AB 361 provides agencies the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements beyond September 30, 2021. The provisions of AB 361 will expire effective January 1, 2024.

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.

On November 9, 2021, November 30, 2021, December 14, 2021, January 11, 2022, February 8, 2022, March 8, 2022, March 29, 2022, April 26, May 10, 2022, May 31, 2022, June 14, 2022, July 12, 2022, July 26, 2022, August 9, 2022 and August 30, 2022 the City Council adopted Resolution Number 5871, Resolution Number 5886, Resolution Number 5891, Resolution Number 5895, Resolution Number 5929, Resolution Number 5939, Resolution Number 5955, Resolution Number 5970, Resolution Number 5975, Resolution Number 5984, Resolution Number 6004, Resolution Number 6009, Resolution Number 6017, Resolution Number 6028 and Resolution Number 6030 respectively, finding the continued 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, September 27, 2022 through October 27, 2022. If the City Council wishes to continue meeting under modified Brown Act requirements under AB 361 after 30 days, the Resolution must be renewed.

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

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager 

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 SEPTEMBER 27, 2022 AND ENDING OCTOBER 27, 2022 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, the City Council previously adopted Resolution Number 5871 on November 9, 2021, Resolution Number 5886 on November 30, 2021, Resolution Number 5891 on December 14, 2021, Resolution Number 5896 on January 11, 2022, Resolution Number 5929 on February 8, 2022, Resolution Number 5939 on March 8, 2022, Resolution Number 5955 on March 29, 2022, Resolution Number 5970 on April 26, 2022, Resolution Number 5975 on May 10, 2022, Resolution Number 5984 on May 31, 2022, Resolution Number 6004 on June 14, 2022, Resolution Number 6009 on July 12, 2022, Resolution Number 6017 on July 26, 2022, Resolution Number 6028 on August 9, 2022 and Resolution Number 6030 on August 30, 2022 finding that the requisite conditions continued to 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 September 27, 2022 and shall be effective until the earlier of (i) October 27, 2022, 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 27th day of September, 2022.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number xxxx was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 27th day of September 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: Biennial Review/Update of Conflict of Interest Code

REQUESTED ACTION: Adopt Resolution Number (next in order) adopting a Conflict of Interest Code and amending the list of Designated Positions.

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

The Political Reform Act of 1974 requires that cities and other local agencies adopt local Conflict of Interest Codes. The City of Perris' code requires disclosure of financial interests of certain employees in certain designated positions, consultants and members of Boards and Commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees must comply with the State's general conflict of interest laws by abstaining from influencing or making decisions that would affect their own financial interests. Additionally, employees who hold positions designated in the City's Conflict of Interest Code must disclose specified types of financial interests on annual financial disclosure statements that are filed with the City Clerk's office. The City's local code does not include the City Council, Planning Commission, City Manager, City Attorney or Treasurer. These positions are required, under Government Code §87200, to report to the Fair Political Practices Commission (FPPC).

The City Council last amended the City of Perris Conflict of Interest Code on October 27, 2020, by Resolution Number 5719. State law requires every local governmental agency to biennially review its conflict of interest code to determine whether it is accurate and up to date.

The list of designated positions is proposed to be amended to add, delete and rename positions in order to reflect the City's current classified positions and duties. The proposed list of designated positions is attached to the resolution. A Notice of Intent to Adopt or Amend a Conflict of Interest Code was published on August 5, 2022 and a notice was served on all affected employees. No comments were received during the 45-day comment period.

BUDGET (or FISCAL) IMPACT:

There is no impact to the budget as a result of this item

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager ER

Attachments:

1. Copy of proposed Resolution Number (next in order)

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution Number (next in order)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
ADOPTING A CONFLICT OF INTEREST CODE**

WHEREAS, Government Code Section 87300, *et seq.*, of the Political Reform Act requires state and local government agencies to adopt conflict of interest codes and amend them on a regular basis; and

WHEREAS, the Fair Political Practices Commission (“FPPC”) has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code which the FPPC recommends be adopted by reference; and

WHEREAS, the City of Perris (“City”) is a public body, and as such is required to adopt a conflict of interest code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The terms of 2 California Code of Regulations Section 18730, a current copy of which is attached hereto as Exhibit “A,” and any amendments to it hereafter duly adopted by the Fair Political Practices Commission, are hereby adopted and incorporated by reference. Regulation 18730, as amended, and Exhibits “B” and “C” to this Resolution, in which members and employees are designated and disclosure categories are set forth and explained, shall constitute the Conflict of Interest Code for the City of Perris.

Section 2. Employees designated in Exhibit “B” shall file statements of economic interests (Form 700) with the City Clerk. The City Clerk shall retain a copy of all statements of economic interest and make them available for public inspection and reproduction as required by law.

Section 3. All prior Conflict of Interest Codes and lists of designated employees and positions are hereby repealed.

Section 4. The City Clerk shall certify as to the adoption of this Resolution and cause the filing of the Conflict of Interest Code in the manner prescribed by law.

ADOPTED, SIGNED and APPROVED this 27th day of September, 2022.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council held on the 27th day of September, 2022, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Nancy Salazar
City Clerk
City of Perris

Exhibit A-18730 Provisions of Conflict of Interest Code
Exhibit B-2022 Designated Positions
Exhibit C-2022 Disclosure Categories

EXHIBIT "A"

GOVERNMENT CODE § 18730

Exhibit A

1 Amend 2 Cal. Code Regs., Section 18730 to read:

2 **§ 18730. Provisions of Conflict of Interest Codes.**

3 (a) Incorporation by reference of the terms of this regulation along with the designation
4 of employees and the formulation of disclosure categories in the Appendix referred to below
5 constitute the adoption and promulgation of a conflict of interest code within the meaning of
6 Section 87300 or the amendment of a conflict of interest code within the meaning of Section
7 87306 if the terms of this regulation are substituted for terms of a conflict of interest code
8 already in effect. A code so amended or adopted and promulgated requires the reporting of
9 reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7
10 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest
11 code are in addition to other requirements of the Political Reform Act, such as the general
12 prohibition against conflicts of interest contained in Section 87100, and to other state or local
13 laws pertaining to conflicts of interest.

14 (b) The terms of a conflict of interest code amended or adopted and promulgated pursuant
15 to this regulation are as follows:

16 (1) Section 1. Definitions.

17 The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political
18 Practices Commission (Regulations 18110, *et seq.*), and any amendments to the Act or
19 regulations, are incorporated by reference into this conflict of interest code.

20 (2) Section 2. Designated Employees.

21 The persons holding positions listed in the Appendix are designated employees. It has
22 been determined that these persons make or participate in the making of decisions which may
23 foreseeably have a material effect on economic interests.

1 (3) Section 3. Disclosure Categories.

2 This code does not establish any disclosure obligation for those designated employees
3 who are also specified in Section 87200 if they are designated in this code in that same capacity
4 or if the geographical jurisdiction of this agency is the same as or is wholly included within the
5 jurisdiction in which those persons must report their economic interests pursuant to article 2 of
6 chapter 7 of the Political Reform Act, Sections 87200, et seq.

7 In addition, this code does not establish any disclosure obligation for any designated employees
8 who are designated in a conflict of interest code for another agency, if all of the following apply:

9 (A) The geographical jurisdiction of this agency is the same as or is wholly included
10 within the jurisdiction of the other agency;

11 (B) The disclosure assigned in the code of the other agency is the same as that required
12 under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

13 (C) The filing officer is the same for both agencies. ¹

14 Such persons are covered by this code for disqualification purposes only. With respect to
15 all other designated employees, the disclosure categories set forth in the Appendix specify which
16 kinds of economic interests are reportable. Such a designated employee shall disclose in ~~his or~~
17 ~~her~~ the employee's statement of economic interests those economic interests ~~he or she~~ the
18 employee has which are of the kind described in the disclosure categories to which ~~he or she~~ the
19 employee is assigned in the Appendix. It has been determined that the economic interests set
20 forth in a designated employee's disclosure categories are the kinds of economic interests which
21 ~~he or she~~ the employee foreseeably can affect materially through the conduct of ~~his or her~~ the
22 employee's office.

23 (4) Section 4. Statements of Economic Interests: Place of Filing.

1 The code reviewing body shall instruct all designated employees within its code to file
2 statements of economic interests with the agency or with the code reviewing body, as provided
3 by the code reviewing body in the agency's conflict of interest code. ²

4 (5) Section 5. Statements of Economic Interests: Time of Filing.

5 (A) Initial Statements. All designated employees employed by the agency on the effective
6 date of this code, as originally adopted, promulgated and approved by the code reviewing body,
7 shall file statements within 30 days after the effective date of this code. Thereafter, each person
8 already in a position when it is designated by an amendment to this code shall file an initial
9 statement within 30 days after the effective date of the amendment.

10 (B) Assuming Office Statements. All persons assuming designated positions after the
11 effective date of this code shall file statements within 30 days after assuming the designated
12 positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

13 (C) Annual Statements. All designated employees shall file statements no later than April

14 1. If a person reports for military service as defined in the Servicemember's Civil Relief
15 Act, the deadline for the annual statement of economic interests is 30 days following ~~his or her~~
16 the person's return to office, provided the person, or someone authorized to represent the
17 person's interests, notifies the filing officer in writing prior to the applicable filing deadline that
18 ~~he or she~~ the person is subject to that federal statute and is unable to meet the applicable
19 deadline, and provides the filing officer verification of ~~his or her~~ the person's military status.

20 (D) Leaving Office Statements. All persons who leave designated positions shall file
21 statements within 30 days after leaving office.

22 (5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

1 Any person who resigns within 12 months of initial appointment, or within 30 days of the date of
2 notice provided by the filing officer to file an assuming office statement, is not deemed to have
3 assumed office or left office, provided ~~he or she~~ the person did not make or participate in the
4 making of, or use ~~his or her~~ the person's position to influence any decision and did not receive or
5 become entitled to receive any form of payment as a result of ~~his or her~~ the person's
6 appointment. Such persons shall not file either an assuming or leaving office statement.

7 (A) Any person who resigns a position within 30 days of the date of a notice from the
8 filing officer shall do both of the following:

9 (1) File a written resignation with the appointing power; and

10 (2) File a written statement with the filing officer declaring under penalty of perjury that
11 during the period between appointment and resignation ~~he or she~~ the person did not make,
12 participate in the making, or use the position to influence any decision of the agency or receive,
13 or become entitled to receive, any form of payment by virtue of being appointed to the position.

14 (6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

15 (A) Contents of Initial Statements.

16 Initial statements shall disclose any reportable investments, interests in real property and
17 business positions held on the effective date of the code and income received during the 12
18 months prior to the effective date of the code.

19 (B) Contents of Assuming Office Statements.

20 Assuming office statements shall disclose any reportable investments, interests in real
21 property and business positions held on the date of assuming office or, if subject to State Senate
22 confirmation or appointment, on the date of nomination, and income received during the 12

1 months prior to the date of assuming office or the date of being appointed or nominated,
2 respectively.

3 (C) Contents of Annual Statements. Annual statements shall disclose any reportable
4 investments, interests in real property, income and business positions held or received during the
5 previous calendar year provided, however, that the period covered by an employee's first annual
6 statement shall begin on the effective date of the code or the date of assuming office whichever
7 is later, or for a board or commission member subject to Section 87302.6, the day after the
8 closing date of the most recent statement filed by the member pursuant to Regulation 18754.

9 (D) Contents of Leaving Office Statements.
10 Leaving office statements shall disclose reportable investments, interests in real property, income
11 and business positions held or received during the period between the closing date of the last
12 statement filed and the date of leaving office.

13 (7) Section 7. Manner of Reporting.
14 Statements of economic interests shall be made on forms prescribed by the Fair Political
15 Practices Commission and supplied by the agency, and shall contain the following information:

16 (A) Investment and Real Property Disclosure.

17 When an investment or an interest in real property ³ is required to be reported, ⁴ the statement
18 shall contain the following:

19 1. A statement of the nature of the investment or interest;

20 2. The name of the business entity in which each investment is held, and a general
21 description of the business activity in which the business entity is engaged;

22 3. The address or other precise location of the real property;

1 4. A statement whether the fair market value of the investment or interest in real property
2 equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

3 (B) Personal Income Disclosure. When personal income is required to be reported,⁵ the
4 statement shall contain:

5 1. The name and address of each source of income aggregating \$500 or more in value, or
6 \$50 or more in value if the income was a gift, and a general description of the business activity,
7 if any, of each source;

8 2. A statement whether the aggregate value of income from each source, or in the case of
9 a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater
10 than \$10,000, or greater than \$100,000;

11 3. A description of the consideration, if any, for which the income was received;

12 4. In the case of a gift, the name, address and business activity of the donor and any
13 intermediary through which the gift was made; a description of the gift; the amount or value of
14 the gift; and the date on which the gift was received;

15 5. In the case of a loan, the annual interest rate and the security, if any, given for the loan
16 and the term of the loan.

17 (C) Business Entity Income Disclosure. When income of a business entity, including
18 income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

19 1. The name, address, and a general description of the business activity of the business
20 entity;

21 2. The name of every person from whom the business entity received payments if the
22 filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

1 (D) Business Position Disclosure. When business positions are required to be reported, a
2 designated employee shall list the name and address of each business entity in which ~~he or she~~
3 the employee is a director, officer, partner, trustee, employee, or in which ~~he or she~~ the employee
4 holds any position of management, a description of the business activity in which the business
5 entity is engaged, and the designated employee's position with the business entity.

6 (E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving
7 office statement, if an investment or an interest in real property was partially or wholly acquired
8 or disposed of during the period covered by the statement, the statement shall contain the date of
9 acquisition or disposal.

10 (8) Section 8. Prohibition on Receipt of Honoraria.

11 (A) No member of a state board or commission, and no designated employee of a state or
12 local government agency, shall accept any honorarium from any source, if the member or
13 employee would be required to report the receipt of income or gifts from that source on ~~his or her~~
14 the member's or employee's statement of economic interests.

15 (B) This section shall not apply to any part-time member of the governing board of any
16 public institution of higher education, unless the member is also an elected official.

17 (C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this
18 section.

19 (D) This section shall not limit or prohibit payments, advances, or reimbursements for
20 travel and related lodging and subsistence authorized by Section 89506.

21 (8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

22 (A) No member of a state board or commission, and no designated employee of a state or
23 local government agency, shall accept gifts with a total value of more than \$520 in a calendar

1 year from any single source, if the member or employee would be required to report the receipt
2 of income or gifts from that source on ~~his or her~~ the member's or employee's statement of
3 economic interests.

4 (B) This section shall not apply to any part-time member of the governing board of any
5 public institution of higher education, unless the member is also an elected official.

6 (C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this
7 section.

8 (8.2) Section 8.2. Loans to Public Officials.

9 (A) No elected officer of a state or local government agency shall, from the date of ~~his or~~
10 ~~her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a
11 personal loan from any officer, employee, member, or consultant of the state or local government
12 agency in which the elected officer holds office or over which the elected officer's agency has
13 direction and control.

14 (B) No public official who is exempt from the state civil service system pursuant to
15 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
16 he or she holds office, receive a personal loan from any officer, employee, member, or consultant
17 of the state or local government agency in which the public official holds office or over which
18 the public official's agency has direction and control. This subdivision shall not apply to loans
19 made to a public official whose duties are solely secretarial, clerical, or manual.

20 (C) No elected officer of a state or local government agency shall, from the date of ~~his or~~
21 ~~her~~ the election to office through the date that ~~he or she~~ the officer vacates office, receive a
22 personal loan from any person who has a contract with the state or local government agency to
23 which that elected officer has been elected or over which that elected officer's agency has

1 direction and control. This subdivision shall not apply to loans made by banks or other financial
2 institutions or to any indebtedness created as part of a retail installment or credit card transaction,
3 if the loan is made or the indebtedness created in the lender's regular course of business on terms
4 available to members of the public without regard to the elected officer's official status.

5 (D) No public official who is exempt from the state civil service system pursuant to
6 subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while
7 ~~he or she~~ the official holds office, receive a personal loan from any person who has a contract
8 with the state or local government agency to which that elected officer has been elected or over
9 which that elected officer's agency has direction and control. This subdivision shall not apply to
10 loans made by banks or other financial institutions or to any indebtedness created as part of a
11 retail installment or credit card transaction, if the loan is made or the indebtedness created in the
12 lender's regular course of business on terms available to members of the public without regard to
13 the elected officer's official status. This subdivision shall not apply to loans made to a public
14 official whose duties are solely secretarial, clerical, or manual.

15 (E) This section shall not apply to the following:

- 16 1. Loans made to the campaign committee of an elected officer or candidate for elective
17 office.
- 18 2. Loans made by a public official's spouse, child, parent, grandparent, grandchild,
19 brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first
20 cousin, or the spouse of any such persons, provided that the person making the loan is not acting
21 as an agent or intermediary for any person not otherwise exempted under this section.
- 22 3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
- 23 4. Loans made, or offered in writing, before January 1, 1998.

1 (8.3) Section 8.3. Loan Terms.

2 (A) Except as set forth in subdivision (B), no elected officer of a state or local
3 government agency shall, from the date of ~~his or her~~ the officer's election to office through the
4 date ~~he or she~~ the officer vacates office, receive a personal loan of \$500 or more, except when
5 the loan is in writing and clearly states the terms of the loan, including the parties to the loan
6 agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments
7 shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

8 (B) This section shall not apply to the following types of loans:

9 1. Loans made to the campaign committee of the elected officer.

10 2. Loans made to the elected officer by his or her spouse, child, parent, grandparent,
11 grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt,
12 uncle, or first cousin, or the spouse of any such person, provided that the person making the loan
13 is not acting as an agent or intermediary for any person not otherwise exempted under this
14 section.

15 3. Loans made, or offered in writing, before January 1, 1998.

16 (C) Nothing in this section shall exempt any person from any other provision of Title 9 of
17 the Government Code.

18 (8.4) Section 8.4. Personal Loans.

19 (A) Except as set forth in subdivision (B), a personal loan received by any designated
20 employee shall become a gift to the designated employee for the purposes of this section in the
21 following circumstances:

22 1. If the loan has a defined date or dates for repayment, when the statute of limitations for
23 filing an action for default has expired.

1 2. If the loan has no defined date or dates for repayment, when one year has elapsed from
2 the later of the following:

3 a. The date the loan was made.

4 b. The date the last payment of \$100 or more was made on the loan.

5 c. The date upon which the debtor has made payments on the loan aggregating to less
6 than \$250 during the previous 12 months.

7 (B) This section shall not apply to the following types of loans:

8 1. A loan made to the campaign committee of an elected officer or a candidate for
9 elective office.

10 2. A loan that would otherwise not be a gift as defined in this title.

11 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
12 the creditor has taken reasonable action to collect the balance due.

13 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which
14 the creditor, based on reasonable business considerations, has not undertaken collection action.
15 Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this
16 paragraph has the burden of proving that the decision for not taking collection action was based
17 on reasonable business considerations.

18 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately
19 discharged in bankruptcy.

20 (C) Nothing in this section shall exempt any person from any other provisions of Title 9
21 of the Government Code.

22 (9) Section 9. Disqualification.

1 No designated employee shall make, participate in making, or in any way attempt to use
2 ~~his or her~~ the employee's official position to influence the making of any governmental decision
3 which ~~he or she~~ the employee knows or has reason to know will have a reasonably foreseeable
4 material financial effect, distinguishable from its effect on the public generally, on the official or
5 a member of ~~his or her~~ the official's immediate family or on:

6 (A) Any business entity in which the designated employee has a direct or indirect
7 investment worth \$2,000 or more;

8 (B) Any real property in which the designated employee has a direct or indirect interest
9 worth \$2,000 or more;

10 (C) Any source of income, other than gifts and other than loans by a commercial lending
11 institution in the regular course of business on terms available to the public without regard to
12 official status, aggregating \$500 or more in value provided to, received by or promised to the
13 designated employee within 12 months prior to the time when the decision is made;

14 (D) Any business entity in which the designated employee is a director, officer, partner,
15 trustee, employee, or holds any position of management; or

16 (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating
17 \$500 or more provided to, received by, or promised to the designated employee within 12
18 months prior to the time when the decision is made.

19 (9.3) Section 9.3. Legally Required Participation.

20 No designated employee shall be prevented from making or participating in the making
21 of any decision to the extent ~~his or her~~ the employee's participation is legally required for the
22 decision to be made. The fact that the vote of a designated employee who is on a voting body is

1 needed to break a tie does not make ~~his or her~~ the employees' participation legally required for
2 purposes of this section.

3 (9.5) Section 9.5. Disqualification of State Officers and Employees.

4 In addition to the general disqualification provisions of section 9, no state administrative
5 official shall make, participate in making, or use ~~his or her~~ the official's official position to
6 influence any governmental decision directly relating to any contract where the state
7 administrative official knows or has reason to know that any party to the contract is a person
8 with whom the state administrative official, or any member of ~~his or her~~ the official's immediate
9 family has, within 12 months prior to the time when the official action is to be taken:

10 (A) Engaged in a business transaction or transactions on terms not available to members
11 of the public, regarding any investment or interest in real property; or

12 (B) Engaged in a business transaction or transactions on terms not available to members
13 of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

14 (10) Section 10. Disclosure of Disqualifying Interest.

15 When a designated employee determines that ~~he or she~~ the employee should not make a
16 governmental decision because ~~he or she~~ the employee has a disqualifying interest in it, the
17 determination not to act may be accompanied by disclosure of the disqualifying interest.

18 (11) Section 11. Assistance of the Commission and Counsel.

19 Any designated employee who is unsure of ~~his or her~~ the duties under this code may request
20 assistance from the Fair Political Practices Commission pursuant to Section 83114 and
21 Regulations 18329 and 18329.5 or from the attorney for ~~his or her~~ the employee's agency,
22 provided that nothing in this section requires the attorney for the agency to issue any formal or
23 informal opinion.

1 (12) Section 12. Violations.

2 This code has the force and effect of law. Designated employees violating any provision
3 of this code are subject to the administrative, criminal and civil sanctions provided in the
4 Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a
5 violation of the disqualification provisions of this code or of Section 87100 or 87450 has
6 occurred may be set aside as void pursuant to Section 91003.

7 _____

8 ¹ Designated employees who are required to file statements of economic interests under
9 any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may
10 expand their statement of economic interests to cover reportable interests in both jurisdictions,
11 and file copies of this expanded statement with both entities in lieu of filing separate and distinct
12 statements, provided that each copy of such expanded statement filed in place of an original is
13 signed and verified by the designated employee as if it were an original. See Section 81004.

14 ² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in
15 agencies who make and retain copies of statements and forward the originals to the filing officer.

16 ³ For the purpose of disclosure only (not disqualification), an interest in real property
17 does not include the principal residence of the filer.

18 ⁴ Investments and interests in real property which have a fair market value of less than
19 \$2,000 are not investments and interests in real property within the meaning of the Political
20 Reform Act. However, investments or interests in real property of an individual include those
21 held by the individual's spouse and dependent children as well as a pro rata share of any
22 investment or interest in real property of any business entity or trust in which the individual,

1 spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10
2 percent or greater.

3 ⁵ A designated employee's income includes ~~his or her~~ the employee's community
4 property interest in the income of ~~his or her~~ the employee's spouse but does not include salary or
5 reimbursement for expenses received from a state, local or federal government agency.

6 ⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of
7 the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In
8 addition, the disclosure of persons who are clients or customers of a business entity is required
9 only if the clients or customers are within one of the disclosure categories of the filer.

10 Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-
11 87302, 89501, 89502 and 89503, Government Code.

EXHIBIT “B”

DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

EXHIBIT "B"

Designated Positions and Disclosure Categories

The following positions are held by individuals involved in the making or who participate in the making of decisions which may foreseeably have a material effect on an economic interest. The Mayor, City Council members, Planning Commissioners, City Manager, City Attorney, City Treasurer, and officials who manage public investments are all required to file disclosure statements pursuant to State law and thus are not included herein.

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accountant I/II	2, 5, 6, 7
Accounting Supervisor	2, 5, 6, 7
Administrative Services Manager	1, 2, 3, 4, 6, 7
Administrative Technician II, III	1, 2, 6, 7
Assistant City Clerk	1, 2, 3, 4, 6, 7
Assistant Director of Administrative Services	1, 2, 3, 4, 6, 7
Assistant City Manager	1, 2, 3, 4, 6, 7
Assistant Director of Community Services	1, 2, 3, 4, 6, 7
Assistant Director of Development Services	1, 2, 3, 4, 6, 7
Assistant Director of Finance	1, 2, 3, 4, 5, 6, 7
Assistant Director of Public Works	1, 2, 3, 4, 5, 6, 7
Associate/Assistant Planner	2, 3, 4
Building Official	1, 2, 3, 4, 6, 7
Building and Safety Manager	1, 2, 3, 4, 6, 7
Capital Improvement Project Manager	1, 2, 3, 4, 6, 7
Chief Information Officer	6, 7
Code Compliance Officer I, II, III	1, 2, 3, 4, 7
Code Compliance Supervisor	1, 2, 3, 4, 7
Code Enforcement Manager	2, 3, 7
Combination Building Inspectors I, II, III	2, 3, 7
Community Services Supervisor	6, 7
Community Services Manager	6, 7
Construction Manager	1, 2, 3, 4
Counter Services Supervisor	1, 2, 3, 4

Deputy City Clerk	1, 2, 3, 4, 6, 7
Deputy City Manager	1, 2, 3, 4, 6, 7
Development Services Assistant II/III	1, 2, 6, 7
Director of Community Services	1, 2, 3, 4, 6, 7
Director of Development Services	1, 2, 3, 4, 6, 7
Director of Finance	1, 2, 3, 4, 5, 6, 7
Director of Planning and Econ. Development	1, 2, 3, 4, 6, 7
Director of Public Works	1, 2, 3, 4, 6, 7
Economic Development and Housing Manager	1, 2, 3, 4, 6, 7
Executive Assistant	6, 7
Finance Manager	2, 5, 6, 7
Grants Manager	1, 2, 3, 4, 5, 6, 7
GIS Analyst	6, 7
Human Resources Analyst	6, 7
Human Resources and Risk Manager	1, 2, 6, 7
Human Resources and Risk Supervisor	1, 2, 6, 7
Information Technology Manager	6, 7
Information Technology Supervisor	6, 7
Landscape Maintenance Dist. Inspector	2, 3, 7
Legislative Analyst	1, 2
Management Analyst	2, 5, 6, 7
NPDES Coordinator	1, 2, 4, 5, 6, 7
Operations Supervisor	1, 2, 4, 6, 7
Parks Coordinator	6, 7
Parks Crew Leader	6, 7
Parks Manager	1, 2, 4, 6, 7
Parks Services Manager	1, 2, 4, 6, 7
Parks Supervisor	1, 2, 4, 6, 7
Planning Manager	1, 2, 3, 4
Principal Management Analyst	2, 5, 6, 7
Principal Planner	1, 2, 3, 4
Program Assistant	1, 2, 6, 7
Program Coordinator	6, 7
Project Coordinator	6, 7
Project Manager	1, 2, 3, 4, 6, 7
Public Health Supervisor	1, 2, 3, 6, 7
Public Works Manager	1, 2, 4, 7
Public Works Program Coordinator	1, 4, 6, 7
Public Works Supervisor	1, 2, 4, 7

Recreation Coordinator	6, 7
Recreation and Public Services Manager	1, 6, 7
Senior Accounting Specialist	5, 6, 7
Senior Animal Control Officer	1, 2, 3, 6, 7
Senior Code Compliance Officer	1, 2, 3, 4, 7
Senior Combination Inspector	2, 3, 4
Senior Construction Manager	1, 2, 3, 4
Senior Planner	2, 3, 4
Senior Projects Planner	2, 3, 4
Senior Recreation Coordinator	6, 7
Special District Inspector	2, 3, 7
Special Districts Supervisor	2, 3, 7
Water System Superintendent	2, 3, 7
City Clerk	1, 2, 3, 4, 6, 7
City Engineer	1, 2, 3, 4, 6, 7
Fire Chief	2, 3, 7
Police Chief	2, 3, 7
Consultants*	1, 2, 4, 5, 6
Members of the Public Safety Commission	1, 2, 3, 4, 7
Members of the Successor Board to the Redevelopment Agency	1, 2, 3, 4, 5, 6, 7

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "C"

DISCLOSURE CATEGORIES

EXHIBIT "C"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and management positions in and sources of income from, all business entities that do business or own real property in the City, plan to do business or own real property in the City within the next year or have done business or owned real property in the City within the past two years.

Category 2: All interests in real property which is located in whole or in part within, or not more than (2) miles outside, the boundaries of the City.

Category 3: All investments and management positions in, and sources of income from, business entities subject to the regulatory, permit or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year or have been subject to such authority within the past two years.

Category 4: All investments in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property in the City, plan to engage in such activities in the City within the next year or have engaged in such activities in the City within the past two years.

Category 5: All investments and management positions in, and sources of income from, business entities that are banking, savings and loan or other financial institutions.

Category 6: All investments and management positions in, and sources of income from, business entities that provide services, supplies, materials, machinery or equipment of a type purchased or leased by the City.

Category 7: All investments and management positions in, and sources of income from, business entities that provide services, supplies, materials, machinery or equipment of a type used or administered by the Designated Employee's Department.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: Second Amendment to Lease Agreement with Grove Community Church for the property located at 11 South D Street, APN 313-091-001.

REQUESTED ACTION: Approve the Second Amendment to Lease Agreement with the Grove Community Church; and authorize the City Manager or her designee to execute all related documents in a form approved by the City Attorney.

CONTACT: Michele Ogawa, Economic Development and Housing Manager

BACKGROUND/DISCUSSION:

On October 27, 2020, the City Council approved a lease agreement for the property located at 11 South D Street with the Grove Community Church for suites 12, 13, 14 and 19. On July 27, 2021, City Council approved the First Amendment to that Lease for renewal of the term for one (1) additional year, carrying an expiration date of October 31, 2022. The Grove Community Church has contacted the City of Perris and expressed their interest to extend the lease agreement for an additional one-year term. As such, staff is proposing the following Second Amendment to the Lease for approval by City Council:

- 1) Grove Community Church: As per original lease terms, extension of the current lease agreement to an additional one-year term commencing November 1, 2022, with an expiration date of October 31, 2023.

The Second Amendment to the Lease Agreement is attached to this report and establishes the lease rate and terms for years 2022-2023.

BUDGET (or FISCAL) IMPACT: Lease revenues will generate approximately \$ 2,724 to the General Fund 2022-2023.

Prepared by: Armando Panchi, Management Analyst

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager ee

- Attachments:
1. Site Plan
 2. Lease Space Floor Plan
 3. Second Amendment to Lease Agreement with Grove Community Church

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

ATTACHMENT 1
Site Plan

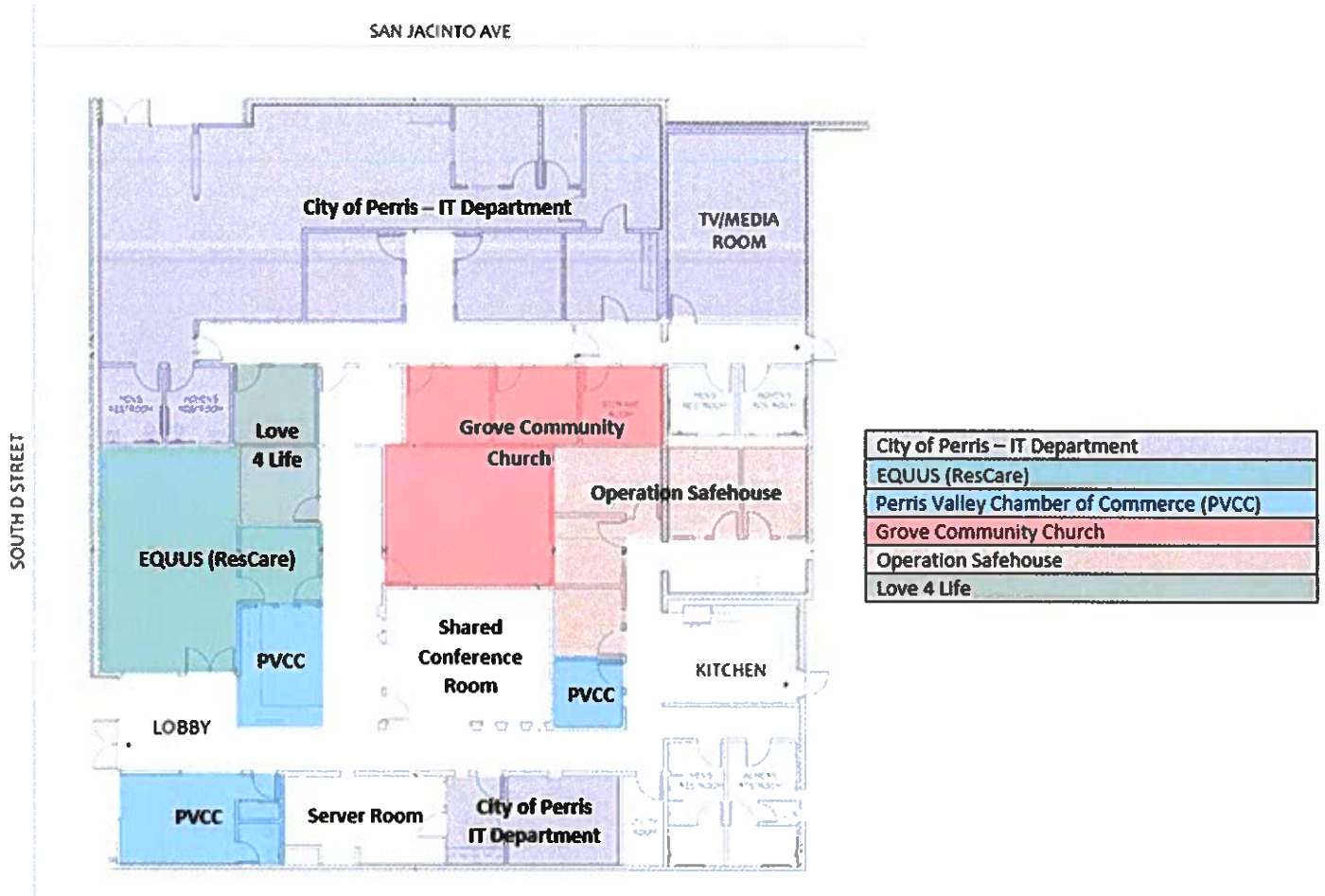
Site Plan



ATTACHMENT 2
Lease Space Floorplan

Lease Space Floorplan

11 South D Street



ATTACHMENT 3

Second Amendment to Lease Agreement with the Grove Community Church

**SECOND AMENDMENT TO THE LEASE
AGREEMENT BY AND BETWEEN THE CITY OF
PERRIS AND GROVE COMMUNITY CHURCH**

This 2nd Amendment to Lease Agreement (“Amendment”) is made and entered into as of this 1 day of November, 2022, by and between the City of Perris (“City”), a California Municipal Corporation (hereinafter “Landlord”), and the Grove Community Church, a California Non-Profit Organization (hereinafter “Tenant”). Collectively, Landlord and Tenant are referred to herein as the “Parties.”

RECITALS

WHEREAS, Landlord is the lessor under a Lease signed between Landlord and Grove Community Church, a California Non-Profit Organization, under which Landlord owns the real property located at 11 South D Street suites 12, 13, 14 and 19 in the City of Perris (“Premises”); and

WHEREAS, Landlord and Tenant entered into a certain Lease Agreement dated November 1, 2020 (“Agreement”) whereby Tenant agreed to lease from Landlord a portion of the Premises, specifically described as suites 12, 13, 14 and 19 as shown on the Site Plan attached as Exhibit A to the Agreement; and

WHEREAS, the Agreement expired according to the terms therein on October 31, 2021; and the Parties amended the agreement for an additional one-year term, starting November 1, 2021, and is set to expire on October 31, 2022;

WHEREAS, Landlord and Tenant now desire to amend the Lease Agreement and exercise Tenant’s option under Section 3 of the Agreement to extend the terms thereof by an additional One (1) year; and

WHEREAS, Landlord finds and determines that all actions required of Landlord precedent to approval of this Amendment have been duly and regularly taken.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

Section 1. Recitals. The recitals above are true and correct and incorporated herein by this reference.

Section 2. Agreement Changes. The Agreement is amended as provided herein.

A. Section 3 of the Agreement, titled “Term,” shall be amended to read as follows:

The term of this Lease ("Term") shall commence on November 1, 2022 ("Commencement Date"), and shall terminate on October 31, 2023, unless terminated sooner in accordance with this Lease. Should the Term commence on a date other than the first day of the calendar month, the Term shall be extended by this fractional month.

B. Section 4 of the Agreement, titled "Rent and Expenses," shall be amended to read as follows:

Rent is payable monthly for the Term of this Lease due on the 1st day of every month beginning November 1st, 2022. Tenant shall pay to Landlord during the Term of this Lease as monthly rent for the Premises a sum of \$227.00 per Month as shown in Exhibit B – Floor Plan, per Month. ("Monthly Rent"). All Monthly Rent to be paid by Tenant to Landlord shall be paid in lawful money of the United States of America and shall be paid without deduction or offset, prior notice or demand at the address designated in Section 27.

[End – Signatures on Following Page]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the 1st day of November 2022.

LANDLORD:
The City of Perris
City of Perris, a California municipal corporation

By: _____
Clara Miramontes
Its: City Manager

ATTEST:

By: _____
Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu
City Attorney

TENANT:
Grove Community Church, a California Non-Profit Organization

By: _____
Noland Turnage
Its: Authorized Representative

[End of Signatures]



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: CDBG 2021-2022 Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

REQUESTED ACTION: Adopt Resolution No. (next in order) approving the City's CDBG 2021-2022 Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER); and direct staff to submit the 2021-2022 Third Program Year CAPER to HUD, and to amend as needed.

CONTACT: Michele Ogawa, Economic Development & Housing Manager

BACKGROUND/DISCUSSION:

The City of Perris receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) annually. As a requirement of receiving these funds, the City must submit an application known as the Consolidated Plan every five years, an Action Plan annually, and a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the close out of the City's CDBG Program year.

The 2021-2022 CAPER represents the third performance report for the approved 2019-2024 Five-Year Consolidated Plan and the 2021-2022 Program Year Annual Action Plan. It reports progress of the CDBG Program period from July 1, 2021 through June 30, 2022.

The CAPER meets all of the content requirements established by HUD and is consistent with the City's approved 2019-2024 Five-Year Consolidated Plan.

The CAPER is intended to outline and evaluate the overall progress the City has made in carrying out its goals and objectives in utilizing the annual federal CDBG Entitlement Funds awarded during FY 2021-2022.

The CAPER was made available for public review for a 15-day public comment period as prescribed by HUD, commencing on September 9, 2022 and is presented to City Council for approval prior to submitting to HUD.

Highlights of CDBG Program for Fiscal Year 2021-2022:

During FY 2021-2022, the City received \$968,708 in federal CDBG Entitlement funds, which were used to accomplish various goals and objectives outlined in the 2019-2024 Five-Year Consolidated Plan and the First Program Year Annual Action Plan, including:

- The Fair Housing Council of Riverside County (FHCRC) provided residents with services to investigate allegations of housing discrimination, and landlord tenant complaint mediation, as well as advocacy services education and training. The FHCRC assisted 1,227 residents during this reporting period. This represents 82% of their goal of assisting 1,500 residents.
- The Boys & Girls Club of Menifee Valley (BGC MV) provided 41 youths out of 55 with a variety of life enhancing programs such as homework assistance, fitness, tutoring, sports, day camps and special event field trips for the program year.
- Family Service Association (FSA) provided 178 Perris seniors, ages 62 and over, out of their targeted 106 with nutritious meals at the Perris Senior Center five days a week.
- Life Lifters International (LLI) provided 30 youths out of their targeted 10 with art and crafting classes.
- Love 4 Life Association provided 31 youths out of their targeted 30 with monthly educational workshops on bullying and suicide prevention.
- North County Health Project was unable to provide health services as expected due to administrative issues that conflicted with CDBG HUD income requirements. Funds will be reprogrammed to an existing non-public service project during mid-year reallocation.
- Women Achieving Success withdrew from the CDBG program in December 2021 as they also experienced administrative issues related to invoicing and were unable to resolve to meet CDBG HUD requirements. 100% of their unused funds were reprogrammed to the FY21-22 Rotary Park Amenities project.
- Habitat for Humanity Inland Valley completed 3 senior home repairs. The properties rehabilitated included termite repairs, exterior home painting, replacement of HVAC system, and installation of new smoke detectors and carbon monoxide detectors.

As required by HUD, all public noticing requirements have been met and program performance data made available to the public. Therefore, it is recommended that the City Council adopt Resolution No. (next in order) approving the City's CDBG 2021-2022 Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER); and direct staff to submit the 2021-2022 Third Program Year CAPER to HUD, and to amend as needed.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Sara Cortés de Pavón, Principal Management Analyst

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager EC

Attachments: 1. Resolution No. (next in order), including FY 2021-2022 CAPER
(Exhibit A)

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1
Resolution No. (next in order),
including FY 2021-2022 CAPER
(Exhibit A)

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
APPROVING THE 2021-2022 THIRD PROGRAM YEAR
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER)**

WHEREAS, the City of Perris (the “City”) operated the Community Development Block Grant Program (CDBG) for the 2021-2022 Program Year; and

WHEREAS, the City is required to submit a CAPER, to the U.S. Department of Housing and Urban Development (HUD) for the activities and expenditures for the 2021-2022 Program Year; and

WHEREAS, the City Council must also certify that it is complying with HUD requirements for the use of CDBG funds; and

WHEREAS, the City has spent \$191,156.38 in CDBG funds during the 2021-2022 Program Year, and 100% of its funds were used for activities that benefitted low and moderate-income persons; and

WHEREAS, the City Manager is the certifying official for all HUD reports and transactions; and

WHEREAS, the City has held a public hearing to hear public testimony of all interested parties regarding the 2021-2022 Third Program Year CAPER; and

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1: Subsequent to hearing and consideration of all testimony, the City Council hereby adopts the 2021-2022 Consolidated Annual Performance Report (CAPER), a copy of which is on file with the City Clerk of the City of Perris, and authorizes the City Manager to submit the same to HUD on behalf of the City of Perris.

PASSED, APPROVED, AND ADOPTED ON SEPTEMBER 27, 2022, BY THE FOLLOWING VOTE:

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a public hearing thereof held on the 27TH day of September 2022, by the following vote:

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

City Clerk, Nancy Salazar

EXHIBIT A
FY 2021-2022 CAPER

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The FY 2021-2022 Consolidated Annual Performance Evaluation Report (CAPER) illustrates the City’s efforts to coordinate funding in order to deliver comprehensive community development projects and services to citizens during its third-year submission of accomplishments related to the 2019-2024 Consolidated Plan by the City of Perris. The CDBG program provides a wide range of eligible activities that provide decent housing, suitable living environments and expanded economic opportunities for low- and moderate-income persons. This report covers activities conducted during Fiscal Year 2021-2022 which began July 1, 2021, and ended June 30, 2022. During this time the City worked with community agencies, internal departments, the general public and others to carry out its CDBG Program with the HUD resources indicated in the Consolidated Plan and while addressing the impacts of the COVID-19 pandemic. Each activity supported one or more of the priorities originally presented in the City’s Five-Year Consolidated Plan. The City provided all requested certifications of consistency in its Annual Action Plan, in a fair and impartial manner. More importantly, the City did not hinder Consolidated Plan implementation by action or willful inaction.

Standardized Reallocation Process and Amendments to the Five-Year Consolidated Plan/Annual Action Plan

During the fiscal year, the City assessed the status of its CDBG funded activities and projects. As a result, two public hearings were conducted to amend the Annual Action Plan. One non-substantial amendment was conducted which did not require a public hearing per the City’s Citizen Participation Plan. These actions allowed the City to reprogram funds to provide funding to non-public service projects ready to move forward and to encourage timely expenditure of funds. All actions support the City’s Five-Year community development and housing objectives as identified in the City’s Consolidated Plan.

Date	Project/Activity	General Description
09-22-21	Substantial Amendment to 2019-2024 Con Plan and 2021-2022 Annual Action Plan	Reallocation of expiring FY 2014 funds to the Rotary Park Amenities Project.
12-14-21	Substantial Amendment to 2019-2024 Con Plan and 2021-2022 Annual Action Plan	Reallocation of unused FY 2016-2020 funds to eligible Non-Public Service projects.
04-12-22	Non-Substantial Amendment to the 2019-2024 Con Plan and 2021-2022 Annual Action Plan	Reallocate of funds from a closed FY 21-22 public service activity to an existing Non-Public service project.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected - Strategic Plan	Actual - Strategic Plan	Percent Complete	Expected - Program Year	Actual - Program Year	Percent Complete
Decent Housing	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	7500	0	0.00%			
Decent Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	5	0	0.00%			
Decent Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	150	0	0.00%			
Economic Opportunities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	5	0	0.00%			
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250000	23740	9.50%	15000	23740	158.27%

Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	189	12.60%	866	189	21.82%
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		10	0	0.00%
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Direct Financial Assistance to Homebuyers	Households Assisted	0	0		7	0	0.00%
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0		50	0	0.00%
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Homeless Person Overnight Shelter	Persons Assisted	0	0		50	0	0.00%

Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Businesses assisted	Businesses Assisted	0	0	30	0	0.00%
Suitable Living Environment	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$490000	Other	Other	0	0	1500	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City’s use of funds is based on several factors including, but not limited to priority needs, Consolidated and Action Plan Objectives and available financial resources. Through the various meetings with community stakeholders, residents and non-profit agencies, the City works to identify the high priority community development and housing needs. Subsequently, annual funding may be limited and addressing specific objectives with high priority needs is given special attention by the CDBG Subcommittee. The CDBG Subcommittee assesses the highest needs, along with the available resources and the specific objectives to be achieved and recommends funding allocations to agencies that submitted proposals through the RFP process in alignment with the goals and objectives outlined in the City’s Consolidated Plan. Ultimately, it is the City Council that has final approval over funding activities and allocations.

During FY 2020-2021, measurable progress was made on the majority of the goals established in the Five-Year Consolidated Plan. See Appendix A: Table 1C - Summary of Goals, Objectives and Accomplishments

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	283
Black or African American	410
Asian	8
American Indian or American Native	7
Native Hawaiian or Other Pacific Islander	3
Asian & White	1
Black or African American & white	1
Other Multi Racial	41
Total	1,507
Hispanic	754
Not Hispanic	753

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Perris identifies priority need and offers services and programs to eligible households regardless of race or ethnicity. The breakdown above is inclusive of persons assisted through Public Service activities where some of the beneficiaries were above 80% AMI, but where the total served is 51% AMI.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$968,708	\$191,156.38
CDBG-CV	Public-federal	\$493,012.90	\$292,349.35
Other	public - state	\$500,000	\$0

Table 3 - Resources Made Available

Narrative

The figures above identify Federal entitlement and competitive grant resources available to the City during FY 2021-2022 to meet housing and community development needs.

Per the City of Perris Housing Authority, the amount of CDBG funding made available was \$968,708 and the expended was \$191,156.38 which does not include roll over funds expended from previous fiscal years for non-public service activities. As a granting entity, it is important that the City give much consideration to capacity, experience, community needs, other community resources and leveraging ability of the Subrecipients. Many of the same organizations do receive funding from year to year, however, each year their programs are scrutinized to determine if it continues to meet the priority needs outlined in the 2019-2024 Consolidated Plan. Table 1C, included at the end of this Report, identifies Federal resources provided to the City during FY 2021-2022 to meet housing and community development goals.

The City received round 1 of CARES Act funding on April 2, 2020, in the amount of \$536,986. On September 11, 2020, the City received round 3 CARES Act funding in the amount of \$442,432. Total CARES Act funding totaled \$979,418. These funds were to be programmed for activities to address preventing, preparing for and responding to the coronavirus (COVID-19) pandemic. During FY 2021-2022, the City of Perris expended a total of \$292,349.35 for activities that addressed the coronavirus pandemic. This includes Rental & Mortgage Assistance, Utility Assistance, and Homeless Services. The remaining CDBG-CV funds will be utilized to continue these services that address residents impacted by the coronavirus.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG-eligible Areas	100%	100%	Local Target Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Perris currently does not exclusively target geographic areas for its federal funds. These funds are made available to non-profit organizations, projects and programs citywide. Funds are used where the impact will be the greatest and where opportunity presents for projects consistent with goals set forth in the 2019-2024 Consolidated Plan. Priorities for funding can be found in the City’s annual Notice of Funds Available (NOFA) and its 2019-2024 Consolidated Plan.

For CDBG-CV activities, all activities were citywide as they were available to all low- and moderate-income residents regardless of location who were impacted by the COVID-19 coronavirus.

GEOGRAPHIC DISTRIBUTION

The City of Perris, while under the jurisdiction of Riverside County, established a Target Area determined by census data. Using U.S. Census Bureau 2019 CHAS data, the City identified census tracts within the City in which 51% or more of the residents were of low to moderate income. The Target Areas are those eligible Census Tracts: 426.17, 426.18, 426.20, 427.06, 428.00, 429.01, 427.19, and 429.04. The Target Area is characterized by high concentrations of low- and moderate-income families, high unemployment, and deferred home maintenance, and deteriorating infrastructure. Also, because the entire City of Perris is greater than 51% low to moderate-income, an Area Wide Benefit has been determined to apply within the Target Area; therefore, CDBG funds have been targeted for some activities serving an area wide benefit.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Perris leveraged Federal Resources with other public and private resources to assist the City in reaching its community development goals identified in the FY 2021-2022 Action Plan. Other public and private funding sources include, but are not limited to the following:

1. General Funds
2. Street Lighting District Funds
3. Gas Tax Funds
4. Park Development Funds
5. Construction Funds
6. Development Impact Fees (DIF)
7. Park Industrial and Residential Impact Fees
8. City of Perris Housing Funds
9. Road Bridge Benefit District (RBBD) Funds

Certainly, the need of our community far out paces the funds available. We encourage our subrecipients to collaborate, partner and leverage funding and resources where possible. As such, many of the City's social service subrecipients have additional resources to support their CDBG-funded programs. These additional resources include not only other grant funds, but in-kind volunteers and donations. To best leverage the City's available resources, the City will continue to look for opportunities to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve. The CDBG Entitlement Program does not require matching funds.

OTHER FEDERAL FUNDS

Other funds included in the resources above are: HOME Non-Entitlement funds received through the State funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	62
Number of Non-Homeless households to be provided affordable housing units	50	22
Number of Special-Needs households to be provided affordable housing units	0	0
Total	60	84

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	50	81
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	3
Number of households supported through Acquisition of Existing Units	0	0
Total	60	84

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Overall, the largest impact on the identified housing and community development goals and outcomes has been the level of funding compared to the number of households in need of assistance. However, for the program year 2021-2022 the city achieved the majority of its goals for activities that have a one-year contract term. Of the activities that are multi-year, the city believes it is on track. The city remains proactive in addressing any concerns on meeting the intended goals for both the 5-Year Consolidated Plan and Annual Action plan. Furthermore, coronavirus (COVID-19) continues to bring about economic hardships for several of or residents. The City received CDBG-CV round 1 and round 3 funding which

assisted in providing rental/mortgage assistance and utility assistance for those eligible households affected by the pandemic, in addition to homeless services by offering hotel stays for homeless individuals to reduce their exposure to the coronavirus (COVID-19).

Affordable housing units are consistently a top City priority. During program year 2021-2022, the city did not have any new affordable housing projects underway specifically for the homeless or special needs populations. When referring to homeless persons obtaining affordable units, the challenge increases exponentially. Recently homeless persons do not have a stable credit history and oftentimes face personal challenges such as mental health issues, domestic violence and drug and alcohol addictions. The "affordable housing units" in this case are overnight shelter figures

The city has been successful in meeting most of its goals as evidenced in the outcomes.

Discuss how these outcomes will impact future annual action plans.

Outcomes impact future Annual Action Plans as they provide an assessment of the City’s success in meeting established goals and outcomes. For future Action Plans the City will continue to reevaluate community needs, worst case housing needs, projects or types of activities where the city did not meet its goals, and progress of existing projects. The goals stated by the city in the 2019-2024 Consolidated Plan were based on estimates from the community needs and market analysis that were conducted at the time. The city has begun to conduct an annual community needs survey to solicit input and help determine the actual goals for action plans. This process aids in meeting future stated goals.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income (<30% AMI)	881	0
Low-income (30%-50% AMI)	431	1
Moderate-income (50% - 80% AMI)	214	0
Non-Moderate Income (>80% AMI)	51	0
Total	1,507	1

Table 7 – Number of Households Served

Narrative Information

As a condition of receiving Federal funds, the City has certified that a minimum of 70% of its CDBG expenditures will benefit low- and moderate-income persons. This meets the 70% threshold required by CDBG indicating the City’s CDBG expenditures are meeting the goal of serving the intended residents. This count also includes persons served who are 'presumed' low-income such as the 'More Than a Meal' program by Family Service Association which serves lunches to senior citizens aged 62 years of age or older at the Perris Senior Center. The city has been successful in meeting most of its goals as evidenced in the outcomes.

“WORST-CASE NEEDS”: Worst case housing needs are defined as low-income renter households

who pay more than half of their income for rent, live in seriously substandard housing or have been involuntarily displaced. The City of Perris provided assistance to rental and owner occupied households during FY 2021-2022 under the round 1 and round 3 of the CDBG-CV CARES Act funds received. However, for those households who did not meet the CDBG-CV rental assistance program criteria, the Perris Family Resource Center offered a variety of services to residents, including rental housing assistance and utility assistance for renters. The Perris Family Resource center, along with other non-profit partners such as Riverside County's Special Education Local Plan Areas, RI International, De Novo Full-Service Partnership, and the Basic Occupational Training Center, provides non-residential and housing assistance to persons with disabilities. Such services include, but are not limited to: substance abuse assistance, health resources or referrals, job placement and housing assistance.

NEED OF PERSONS WITH DISABILITES: The Perris Family Resource center, along with other non-profit partners such as Riverside County's Special Education Local Plan Areas, RI International, De Novo Full Service Partnership, Catholic Charities, Lutheran Social Services, and the Basic Occupational Training Center, provides non-residential and housing assistance to persons with disabilities. Such services include, but are not limited to: substance abuse assistance, health resources or referrals, job placement and housing assistance.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2022 "Point In Time" (PIT) count, the City of Perris had 70 individuals who were considered homeless residing within its City limits. This includes 59 unsheltered persons which is a 14% increase from 2020, and 11 individuals sheltered as part of our homeless services hotel voucher program. While the City does not have a high homeless population, the City has taken a proactive approach to aid those at risk of or experiencing homelessness. To achieve this, the City has a Homeless Sub-Committee comprised of City of Perris Housing Authority staff, Code Enforcement, the Social Work Action Group (SWAG), Riverside County Sheriff's Department, and two City Council Members which meets every other month at 6:00 pm in the City Council Chambers. The public is notified of the meetings through postings by the City Clerk's office at Perris City Hall, the City website, and on all City social media platforms. Homeless issues that exist in the City and the resources available to assist the homeless population are provided to the public through the Homeless Sub-Committee meetings, City counter services, and on the City website.

The City continued to contract with the Social Work Action Group (SWAG) in FY 2021-2022 to reach out to homeless persons, assessing and addressing their individual emergency/ housing needs. To reach the individuals, the City utilized Housing funds for SWAG, a non-profit community-based organization, who in turn provides the direct services including street outreach, case management, housing search assistance, emergency housing/motel vouchers, food, and counseling. Additionally, SWAG provided the following services during the 2021-2022 program year:

1. Conduct Homeless Street Outreach in partnership with law enforcement to address specific "hot spot" areas as identified by SWAG, City of Perris staff, and the Riverside Sheriff's Department.
 - a) Respond to homeless service requests made by City staff, law enforcement, businesses and concerned residents.
 - b) Include in the "by-name census," specifically for the City of Perris, names of all individuals encountered.
 - c) Facilitate bus trips home -- family reunification for individuals wanting to reunite with an identified support system that is out of the Perris area.
 - d) Assist individuals found living on the street to obtain transportation and admittance to emergency shelter and transitional program options.
 - e) Conduct Riverside County housing assessments (VI-SPDAT when applicable) to unsheltered homeless individuals and families and provide navigation services.
 - f) Participate in weekly Coordinated Entry Housing Navigation meetings to ensure clients are being linked to Riverside County Continuum of Care housing resources.

2. Provide strategic outreach services in partnership with City of Perris Housing Authority and Perris School Districts to identify individuals and families, who are homeless and at-risk of becoming homeless, and connect them to applicable services.
3. Facilitate community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless population.
4. Facilitate Monthly Homeless Task Force Meetings.
5. Participate in City-sponsored community events.
6. Connect homeless population to appropriate housing solutions throughout Riverside County.
7. Develop informational content including material for the Compassionate Giving Campaign and for dissemination throughout the community. The Campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.
8. Coordinate a series of lectures open and available to the public.
9. Provide support to the City of Perris through training, presentations and sharing updates related to trends in regional homeless efforts.
10. Provide monthly and quarterly data collection of key activities and results, community partners/businesses engaged.
11. Attend and participate in City Council meetings as requested.

SWAG is often the primary source for referrals and assistance to homeless persons, and primary contact for unsheltered individuals.

During 2021-2022, SWAG managed a comprehensive street outreach program for homeless individuals/families and those in danger of becoming homeless. SWAG conducted outreach services that specifically focus on people and families staying in encampments, on the street, and/or living in cars. SWAG assisted with access to community and family shelters providing services for persons otherwise unsheltered. The program involves assessment and engagement activities as well as provision of overnight beds, transportation and service referrals. Each individual or family is assessed to determine vulnerability and community resources to respond. Outreach develops relationships and provides connections with emergency shelter and other supportive services identified as needs by clients.

Aside from providing housing and shelter placement, SWAG provided individuals with mental/physical health services, provided 6 individuals with substance abuse services, and miscellaneous services. Miscellaneous services are services such as transportation, vital Document, help with veteran services.

The specific Homeless Needs Objectives outlined in the FY 2021-2022 Action Plan are two pronged and include:

- Participating in the Riverside County Continuum of Care for the Homeless; and
- Supplementing the Riverside County Continuum of Care with the City homeless outreach program through The Social Work Action Group (SWAG).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within 1-2 hours and they are able to assess and individual through the Riverside County housing assessments (VI-SPDAT when applicable) to identify appropriate housing , shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies.

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In order to prevent families and individuals from falling into homelessness, the City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within an hour and they are able to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies. Based upon annual income guidelines, individuals and families that are faced with imminent eviction or termination of utilities are referred to organizations that may aid them with rental assistance and security deposit assistance to move into a more affordable unit, or assistance with utility deposits/costs. Additionally, the City of Perris utilized CDBG-CV funds to fund Homeless Services, primarily to provide individuals experiencing homelessness with hotel stays for up to 90 days to minimize their risk exposure to COVID-19 while awaiting housing or treatment placement. A total of 62 individuals were assisted through this program.

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A Chronically homeless person or family is defined as one who has been living in a place not meant for human habitation, a safe haven, or emergency shelter continuously for at least one year or on at least four separate occasions in the last three years. Such persons or families must also be diagnosed with a specific disabling condition. These combined factors often lead to isolation and a survival mentality. Moving individuals from chronic homelessness to living in and maintaining housing requires multi-level solutions. In addition to suitable, acceptable and affordable housing, on-going supportive services are required to help the individual learn to live in the mainstream of society, to develop goals, and a budget addressing disabling conditions, and often modify behaviors developed for survival on the streets. Addressing chronic homelessness requires consistent and patient outreach. Therefore, the City has an established referral system in place with the Social Work Action Group (SWAG) and the Riverside County Continuum of Care. SWAG's response time for homeless assistance calls are within an hour and they are able to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment. The CoC maintains a list of available bed locations and identifies as well, the type of facility (i.e. mental illness, family, single, veterans) that has vacancies. Additionally, the City of Perris utilized CDBG-CV funds to fund Homeless Services, primarily to provide individuals experiencing homelessness with hotel stays for up to 90 days to minimize their risk exposure to COVID-19 while awaiting housing or treatment placement. A total of 7 individuals were assisted through this program

The City does not have an ESG Program. Also, the City did not obtain any Federal funds from the Homeless SuperNOFA.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

N/A - The City of Perris does not have any public housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

N/A - The City of Perris does not have any public housing.

Actions taken to provide assistance to troubled PHAs

N/A - The City of Perris does not have any public housing.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City did not have any new actions for FY 2021-2022, however, the City is in the process of finalizing the certification of the 2021-2029 Housing Element with HCD to provide the framework for removing barriers to affordable housing consisting of the following notable goals through the use of LEAP grant funding awarded to the City in the amount of \$300,000:

- Land Use Regulations Amendments. The City will analyze existing residential and mixed-use zoning ordinances and specific plans to identify constraints to affordable housing development. Once identified appropriate ordinance and specific plan amendments will be proposed for adoption including but not limited to: revised findings for residential development and public hearing requirements for residential developments.
- Overlay Zone for Housing Opportunity Sites. LEAP Grant funds will be used to prepare the Overlay Zone for Housing Opportunity Sites described in the Housing Element. Once adopted by the City Council, a property owner or developer could choose to develop at the densities permitted by the underlying zoning or to activate the Overlay zone which would allow 30 or more units. Although projects would be subject to design review, a higher density affordable project could be processed without a zone change. Please see the link to the Housing Element submitted to HCD for the location of area to be rezoned to 30 units per acre:
<https://www.cityofperris.org/home/showpublisheddocument/14967/637782947483530000>
- Objective Design Standards Residential Development. Objective design standards, required by State Law, decrease ambiguity and expedite development by providing design standards which allow a by-right, ministerial approval process for residential and mixed-use development.

Additionally, the City continues to actively encourage development in lower density zones through the use of senior housing and planned development overlay. Below are is a table of the the in process residential developments and their current status:

TRACT	DEVELOPER	PROJECT	LOCATION	DU	COM SF	TYPE	ACRE	Approval Date	Status
37904	Pacific Communities	Active Senior	NE McPherson and Mountain	201	N/A	PDO	40.4	In process	Submitted 2021.3 TM 21-05037, DPR 21-0002 & PDO 21-05038
38071	Stratford Ranch		NE Ramona and Evans	192	N/A	SFD	48.6	In process	Entitled 2022.5.10 (Submitted 2021.3.1) LIA 22-05177; Pmerger 22-05175 & 22-05176
38308	DTSP UV		G St and 2nd St	39	N/A	MFR	1.8	In process	Submitted 2021.11.12: TPM 21-05271; DPR 21-00018
21-00014	May Ranch		SW Rider and Evans	308	N/A	MFR	16	In process	Submitted 2021.11.12: DPR21-00014, SPA 21-05249; PR 20-05034
20-00008		Prairie view	NE Wilson and Dale	287	N/A	MFR	13.36	In process	DPR 20-00008
37907	Pacific Communities	Lanata	NW A St and Metz	91	N/A	MFR	12.8	In process	Submitted 2022.5.17 DPR 22-00014, PDO 22-05152 & TTM 22-05153

The City utilizes AB2345 (Assembly Bill) to allow a parking reduction for development that includes at least 20% low-income units for housing developments meeting the criteria which include 11% percent very low-income units and located within one-half mile of a major transit stop that shall not impose a vehicular parking ratio, inclusive of parking for persons with a disability and guests that exceeds 0.5 spaces per unit. In addition, for senior housing development the City would reduce the parking requirements subject to the support of a parking reduction analysis.

Below are the entitled residential developments:

TRACT	DEVELOPER	PROJECT	LOCATION	DU	COM SF	TYPE	ACRE	Approval Date	Status
37817	Raintree Investments GVSP	GVSP	NEC of GV Pky & Ethanac 1,500' N of Etha	228	N/A	PDO	25.3	2/9/2021	Approve - Park Fee Agreement
37818	Raintree Investments GVSP	GVSP	NWC of GV Pky and Ethanac	138	N/A	PDO	14.7	2/9/2021	Approve - Park Fee Agreement
37818 - APT	Raintree Investments GVSP	GVSP	NWC of GV Pky and Ethanac	236	N/A	APT	14.1	2/9/2021	Approve - Park Fee Agreement

The City has entered into a public-private partnership with Grape Vine Development for a mixed-use affordable housing project on two adjacent, City-owned parcels in Downtown Perris, APNs: 313-092-007 and 022, totaling 0.8 acres. The project, located on South D Street at the corners of East First Street and East Second Street, is the first phase of the City's plan to revitalize Downtown Perris through infill development that creates mixed-use affordable housing and community-serving commercial spaces. The developer is working with the City to explore shared costs for studies and plans associated with entitling the property.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Perris continues to expend CDBG funds on a variety of activities that meet underserved needs. These programs provided new or expanded accessibility, affordability and sustainability to decent housing, improved public facilities, and a suitable living environment for low-income persons. Such programs included: youth recreational and educational programs, and fair housing services. In the 2021-2022 year, The City supported the following programs to address meeting underserved needs:

- Fair housing services to investigate allegations of housing discrimination, and landlord tenant complaint mediation, as well as advocacy services education and training.
- The More than a Meal Program provided nutritious meals to senior citizens age 62 and over at the Perris Senior Center.
- Youth services were provided through a variety of programs that provided art instruction, educational workshops on bullying and suicide prevention, and a variety of life enhancing programs such as homework assistance, fitness, tutoring, and day camps for the program year.
- Habitat for Humanity provided minor home rehabilitation for senior citizens age 62 and over.
- Through CDBG-CV funds, the City provided rental/mortgage assistance, utility assistance to eligible residents who were financially affected by COVID-19 and were at risk of homelessness. Furthermore, hotel vouchers were provided to individuals experiencing homelessness to minimize their exposure

The City of Perris will continue to determine where underserved populations are located through results from the Analysis of Impediments to Fair Housing and annual community needs survey. To reduce the number of obstacles keeping the City from meeting the needs of the underserved populations in the community and help improve service delivery, the Perris Housing Authority will continue to participate and facilitate citywide collaborations in coordinating the work of social service organizations, eliminating duplication of efforts, spearheading community-wide solutions to local needs and disseminating information, news, and data that will assist all participant organizations in this collaborative effort. The City of Perris Housing Authority conducts public bi-monthly Homeless Sub-Committee meetings with two City Council members, Perris Code Enforcement, the Riverside County Sheriff's Department, and members of the public to discuss how we can collectively address homelessness.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Perris is committed to reducing lead-based paint hazards citywide with an emphasis on housing units occupied by low- and moderate-income households. The City's Housing Authority notifies all residential rehabilitation program applicants about the hazards of lead-based paint. The City participates in and supports the regional lead poisoning prevention program administered by the County of Riverside, Department of Public Health, which educates the public about the dangers of lead by conducting health education presentations and distributing health education materials; assists property owners and families in eliminating sources of lead in their homes, through testing, incentives, and home visits; and provides a Childhood Lead Poisoning Prevention Program, which provides medical testing of children for lead poisoning on a sliding fee scale based on family income and assists parents in treating children identified with lead poisoning. The City will undertake the following actions, as required for implementation of Federal housing programs:

- Conduct Inspections and Risk Assessments in conjunction with all housing programs affected by Federal Lead-Based Paint regulations at 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.
- Remediate and/or abate lead hazards when identified.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Most activities undertaken by the City of Perris with CDBG funds are efforts to reduce persons in poverty and improve the quality of life for residents, either directly or indirectly. Programs that directly influence the poverty level include direct services to homeless or those at risk of homelessness. Projects that indirectly affect poverty include those that upgrade the community and aid in affordable and or accessibility to housing.

During FY 2021-2022, the following action was taken in an effort to assist and possibly alleviate financial hardships for persons below the poverty line:

- The City funded public service programs or activities in order to provide free access/availability to extremely low and low-income persons, including but not limited to the youth recreation & education programming, senior citizen nutrition program, employment education, and fair housing services.

- Through CDBG-CV funds, the City provided rental/mortgage assistance, utility assistance to eligible residents who were financially affected by COVID-19 and were at risk of homelessness. Furthermore, hotel vouchers were provided to individuals experiencing homelessness to minimize their exposure

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has an inclusive institutional structure approach that uses a variety of organizations and departments within the City to carry out its housing, homeless, and community development plan. To eliminate gaps in institutional structures and enhance coordination, the City remains actively involved with internal City departments, outside agencies, and regional entities, including those that receive CDBG funding for public services, infrastructure improvements, economic development, and those involved in the Continuum of Care (CoC). Strengths and gaps regarding the institutional structure emerged from stakeholder and community meetings, community needs surveys, and other coordinated communication. The City continues to streamline and to make improvements to the delivery system to best serve the community through activities and services. As the needs of low- to- moderate- income residents change, the demand for types of services and programs will also change. The City provided technical assistance and capacity building to agencies to increase their effectiveness in implementing programs to address the City’s housing and community development needs. In its effort for citizen participation, the City has several standing committee’s which are open to the public, allowing for residents to voice their concerns and ideas. These committee’s are the:

1. Economic Development Ad Hoc Committee
2. Ways and Means Committee
3. Homeless Sub-Committee

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

During the program year, the City conducted the following activities to enhance coordination and eliminate gaps in the institutional structure:

1. Continue to be a member of the Housing & Homeless Coalition for Riverside County (CoC);
2. Continue to work with the CoC and other agencies on regional homeless issues;
3. Continue to work with the Riverside County Housing Authority to ensure consistency between Consolidated Planning and Authority Planning requirements;
4. Continue to promote fair housing;
5. Coordinate with the Riverside County Sheriff’s Department in the provision of services related to crime prevention, code enforcement and community policing;
6. Coordinate with the Public Works Department in the provision of infrastructure delivery; and
7. Coordinate with the Community Services Department and external agencies in the provision of public services.
8. Continue providing Responsible Compassion for the Homeless information in the City

Newsletters which provides the public with the Do's and Don'ts of Responsible Compassion when rendering assistance to homeless individuals.

9. Look for additional funding resources to develop affordable housing units due to the high cost of housing production and construction;
10. Look at the needs of the senior population and plan for future services; and
11. Look at the needs of youth and family populations and plan for future programs and services.

By working in a collaborative partnership with service providers, other federal/state government agencies and the private sector on all community development programs; the City believes that good collaboration and coordination of programs, services and budgets will result in healthier communities. The City also enhanced its efforts in the dissemination of information to the public by utilizing social media platforms to improve the distribution of helpful program information and updates to the public. This included:

1. The Economic Development Department updating marketing and demographic materials to attract businesses and workforce development opportunities;
2. Promotion of Healthy & Green initiatives including the Chef in the Garden series and the Junior Master Gardeners; and
3. Promotion of the City's annual Health Fair provides health education and resources free to the public, this includes wellness checks such as blood pressure and glucose checks, physical activity classes, and horticulture activities.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has an Analysis of Impediments (AI) to Fair Housing Choice that was updated for the 5-year period of 2019-2024. To ensure consistency with the policies and programs recommended by the Consolidated Plan and to ensure continued compliance with the Fair Housing Certification found at 24 CFR 91.225 (a)(1), the City adheres to recommendations made in its approved Analysis of Impediments to Fair Housing Choice (AI).

Impediments to Fair Housing Choice

Impediments are defined as:

- Any action, omission, or decision taken because of race, color, religion, sex, disability, familial status or national origin which restrict housing choices or the availability of housing choices, or
- Any action, omission, or decision which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin; or
- An assessment of the availability of affordable, accessible housing in a range of unit sizes.

During 2021-2022, the City continued to contract with the Fair Housing Council of Riverside County for the operation of a comprehensive fair housing services to further equal housing opportunities for all

residents and households. The mission of the Fair Housing Council is “To provide comprehensive services which affirmatively address and promote fair housing (anti-discrimination) rights and further other housing opportunities for all persons without regard to race, color, national origin, religion, age, sex, familial status (i.e., presence of children), disability, ancestry, marital status, age, source of income, sexual orientation, genetic information, or other arbitrary factors.” The City and the Fair Housing Council continue to work in partnership to address on-going concerns with housing discrimination and landlord-tenant mediation in Perris including identified impediments particularly as they impact low-income and minority households. Services provided by the Fair Housing Council include housing discrimination complaint processing, tenant-landlord information and mediation, fair housing educational presentations, and community-wide outreach through the dissemination of literature. During 2021-2022, the Fair Housing Council provided assistance with discrimination and landlord tenant mediation to 1,227 persons.

Additionally, along with assisting households with discrimination and landlord/tenant mediation, the Fair Housing Council conducted a wide range of education and outreach activities throughout the year. These services included: First Time Homebuyer Workshops that included information on predatory lending practices; City Council Presentations; trained testers which greatly increased capacity to identify and investigate discrimination within Riverside County rental units; Fair Housing Training Course for property owners and managers; and Foreclosure Prevention Workshops. All of the workshops conducted by the Fair Housing Council are available in English and Spanish. All literature distributed by the Fair Housing Council is provided in English and Spanish and is located at all public counters in the City.

Actions taken during 2021-2022 to overcome the effects of any impediments identified in the Analysis of Impediments include the following:

- Continued collaboration with the Social Work Action Group (SWAG) to identify appropriate housing, shelter placements or treatment centers for those identified as in need of emergency, transitional housing or substance abuse treatment for at-risk/homeless individuals and families; and
- Continued government and private collaboration from the Homeless Sub-Committee.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City's Housing Authority has all administration and monitoring responsibilities for its CDBG Federal Entitlement Program. The City operates in accordance with the monitoring plan development for the CDBG Program, including an annual single audit in conformance with 24 CFR PART 2.

The performance of planned activities and projects of these CDBG funds are monitored in a variety of ways, depending on the type of program and requirements and includes desk audits, telephone contact, reports, and on-site visits. The following is a description of the City's monitoring component functions, to identify technical assistance needs and promote quality performance:

- Financial monitoring through monthly desk audits and an annual financial audit, as well as annual financial file monitoring
- Performance monitoring, including annual on-site monitoring
- Davis-Bacon Compliance monitoring, including an annual desk audit of Bid Specs and Documents
- Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) contracting is encouraged for all Federally funded contracts. Bid specifications include a questionnaire regarding business ownership. Contractor/Subcontractor information, including MBE/WBE status is collected quarterly and reported to HUD as such.
- The City of Perris supports the employment and training of low-income persons. Section 3 Compliance activities include a desk review, discussion with project managers for contracts in excess of \$200,000, and a review of the City's Section 3 Plan prior to project commencement to ensure an understanding of requirements. Section compliance is monitored through quarterly reporting from project managers.
- Continual communication and coordination with the local HUD representative located in Los Angeles

Monitoring activities are intended to be proactive so that deficiencies can be detected early and immediately corrected, and performance can be continually improved. The City Principal Management Analyst acts as the Project Monitor and reviews all program activities on a monthly basis. Financial management activities are monitored by the Principal Management Analyst, Housing Manager, and the Accounting Supervisor of the Finance Department.

In addition, all project costs are paid on a reimbursement basis; not in advance. Requests for reimbursement are required to be accompanied by proper documentation so that expenditures are verified before they are paid.

Public Service agencies are required to submit a quarterly program status reports. These quarterly program status reports are then used to input data into the IDIS system, which helps the Project

Monitor to see how program goals are being met and assists in the preparation and completion of required annual reports.

As outlined above, CDBG Program projects are required to be monitored to ensure conformance with Davis-Bacon requirements. The City requires all contractors to be licensed and checks with both the state board and HUD's debarred list on HUD's home page to ensure compliance. Applicable Performance Records are to be kept in the associated project file.

Finally, each budgeted project is reviewed for compliance with the National Environmental Protection Agency (NEPA) and California Environmental Quality Act (CEQA) regulations to determine applicability and ensure compliance. Once environmental clearance has been obtained, the project can move forward to City Council and/or bid, etc., as appropriate. The supervisor monitors all Environmental Reviews. The City conducted required NEPA and CEQA reviews on all federally funded projects during 2021-2022.

The City performed on-site monitoring for all subrecipients during the 2021-2022 program along with continued monthly desk monitoring for all subrecipients to ensure compliance.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Federal Regulations mandate a 15-day public comment period prior to submission of the CAPER to HUD. The City published its notice for public comment regarding the CAPER on September 9, 2022, in the Perris Progress newspaper and on September 9, 2022 in the Spanish Language based newspaper La Opinion.

Plan Development

The public is afforded a 15-day comment period to comment on the CAPER. A public hearing is also held regarding the performance report where additional public input may be received.

Public Hearings and/or Meetings

Public hearings provide a major source of citizen input on proposed programs and activities. On September 27, 2022 at 6:30 pm the City conducted a public hearing and held a public Council meeting in order to address housing and community development needs. Both were held before the proposed Consolidated Plan/Annual Plan and CAPER were adopted. Due to the COVID-19 pandemic, the public was provided the following link

https://us06web.zoom.us/webinar/register/WN_uCJJGlfROaPvVuDWfjgpg in the City Council agenda allowing for citizen participation and an opportunity to comment while maintaining social distancing. After registering, a confirmation email containing information about joining the meeting was provided.

Public Notification

To ensure that all City residents had ample opportunity to take notice of all scheduled public hearings, all notices regarding such hearings, including the date, time and location, were published in a local newspaper of general circulation at least fifteen (15) days prior to the date of public hearing.

Access to Meetings: All public hearings were conducted at the following location:

City of Perris, City Hall Council Chambers

101 N. D Street

Perris, CA 92570

Due to the COVID-19 pandemic, the public was provided the following link https://us06web.zoom.us/webinar/register/WN_uCJGlfRQaPvVuDWftgpg in the City Council agenda allowing for citizen participation and an opportunity to comment while maintaining social distancing. After registering, a confirmation email containing information about joining the meeting was provided.

Spanish translation is available at all public hearings if requested 72 hours in advance of meeting. However, no translation services were requested.

Evaluation/Review and Comment

Citizens were given the opportunity to review and comment on the Draft CAPER from September 9, 2022 through September 27, 2022. The City published a public notice in the local newspaper informing interested persons about the CAPER review/comment period.

Access to Information/Availability to the Public

As required by Federal regulations, the Consolidated Plan, the Annual Action Plan, the CAPER, and substantial amendments are made available at the following location:

City Perris Housing Authority

135 North D. Street

Perris, CA 92570

This location is in compliance with the American with Disabilities Act (ADA).

Written Comments

Public comments were solicited through public notices for the public hearings. No written public comments were received.

Substantial Amendments

Substantial amendments to the Consolidated Plan/Action Plan are defined as:

1. A new activity to be funded that was not contained in the final Annual Action Plan;
2. An existing approved activity which is cancelled; or
3. CDBG funds will be moved from an existing eligible activity to another in an amount greater than 50% of the existing activity allocation.

A substantial change in funding is herein defined as any amendment that exceeds 50 percent of the project/activity award for that program year.

In the event that an amendment to the Plan qualifies as a substantial change, citizens will be given an opportunity to participate in the planning process. This opportunity will be afforded to the citizens in the following manner:

1. Publication of Information for 30-day Comment Period and
2. Adoption of change through public hearing process

There were two substantial amendments and one non substantial amendment during FY 2021-2022 and include the following:

1. Substantial amendment for the reallocation of expiring FY 2014 funds. These funds were reprogrammed to the Rotary Park Amenities project.
2. Substantial amendment for the reallocation of unused FY 2016-2020 funds to eligible non-public service projects.
3. A non substantial amendment to reallocate funds from a closed FY21-22 public service activity to an existing non-public service activity.

Technical Assistance

The City conducted two (2) technical assistance workshops during the development of the 2021-2022 Annual Action Plan to assist agencies or City departments choosing to assist low-income persons develop proposals for the CDBG Program. These workshops were held on December 16, 2020; and January 6, 2021. The technical assistance included:

1. Providing information on Federal programs, including the amount of Federal funds available;
2. A review of proposal guidelines and requirements for submission of proposals;
3. Answering questions regarding the Consolidated Plan and Annual action Plan Development process and/or the proposal process.

Two technical assistance workshop for sub-recipients awarded funding for the 2021-2022 program year were conducted on June 2, 2021. The technical assistance included:

1. CDBG Agreements;
2. Financial Systems;

3. Record Keeping;
4. Procurement & Contracting;
5. Reporting;
6. Reimbursements;
7. Monitoring; and
8. Other federal requirements

Complaints/Grievance Procedure

Citizens are encouraged to submit concerns or complaints in writing. All complaints should be submitted to: City of Perris Housing Authority 135 North D. Street, Perris, CA 92570. During the actual development of the CAPER, Consolidated Plan, and Annual Action Plan submission, written concerns or complaints regarding the Plans shall initiate a written response indicating assessment of the complaint and/or proposals and actions taken to address the complaints and/or proposals before final submission of the Plan to HUD. The City shall ensure that reasonable attempts are made to respond to questions or complaints in a timely manner, usually within fifteen (15) working days after receipt of the inquiry.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Due to the pandemic, as part of the 2021-2022 Annual Action Plan, the City added priorities and objectives in order to prevent, prepare for and respond to coronavirus. There was no discontinuation or reduction of any non-CV related activities, and Annual Action Plan goals and objectives were met. The City continues to monitor CDBG program performance to assess whether or not changes in program objectives are necessary. Any changes in program objectives would constitute an amendment to the Consolidated Plan and Annual Action Plan.

The City continues to carry out its CDBG Program with the HUD resources indicated in the Consolidated Plan and the waivers/guidance provided during the coronavirus COVID-19 pandemic. The City provided all requested certifications of consistency in its Annual Action Plan, in a fair and impartial manner. More importantly, the City did not hinder Consolidated Plan implementation by action or willful inaction.

The City's first five-year consolidated plan was deliberately established to create a simple framework upon which a more extensive and comprehensive structure can be developed in future years. The Consolidated Plan focuses on the same types of activities and projects that comprised the City's CDBG program under the County of Riverside. Public agencies, non-profit organizations, and for-profit organizations all contribute to the provision of affordable housing, community development, and support services in

Perris.

Outside agencies implemented approximately 70% of the CDBG projects and programs comprising 2021-2022.

Impact On Identified Needs

Overall, the largest impact on the identified housing and community development needs has been the level of funding compared to number of households in need of assistance. The City continues to fund those projects and activities that address the highest and greatest need within the community. Nonetheless, the strategies outlined in the Consolidated Plan and the activities undertaken in 2021-2022 were able to have an impact on identified needs. CDBG-CV funds provided through the CARES Act provided rental/mortgage assistance, utility assistance payments, and homeless services during the coronavirus COVID-19 pandemic to low-income households financially affected by the pandemic.

Barriers To Fulfilling Strategies

The CDBG Program was affected by the coronavirus COVID-19 health pandemic and proved to be a barrier by causing delays or in fulfillment of some of the strategies identified in the FY 2021-2022 Annual Action Plan.

Apart from the pandemic, the greatest barrier to fulfilling strategies is the lack of available public and private financial resources. Needs identified in the Consolidated Plan include, but are not limited to: additional public services, infrastructure and facility improvements, affordable housing, senior housing, and transitional housing.

While CDBG funds have had a significant impact on meeting community development and housing needs, the demand for services is enormous. The City continues to fund those projects and activities that address the highest and greatest needs as indicated by resident input, community leaders and consultation with community stakeholders. Further, CDBG-CV funds provided through the CARES Act provided rental/mortgage assistance, utility assistance payments, and homeless services during the coronavirus COVID-19 pandemic to low-income households financially affected by the pandemic.

As FY 2021-2022 was the City's second year of program implementation under the 2019-2024 Consolidated Plan; overall, major goals are on target.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No – The City does not have any Brownfields.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A- not applicable.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0	0	0	0	0
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0	0	0	0	0
Direct, on-the job training (including apprenticeships).	0	0	0	0	0
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0	0	0	0	0
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0	0	0	0	0
Outreach efforts to identify and secure bids from Section 3 business concerns.	0	0	0	0	0
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0	0	0	0	0
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0	0	0	0	0
Held one or more job fairs.	0	0	0	0	0
Provided or connected residents with supportive services that can provide direct services or referrals.	0	0	0	0	0
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0	0	0	0	0
Assisted residents with finding child care.	0	0	0	0	0
Assisted residents to apply for, or attend community college or a four year educational institution.	0	0	0	0	0
Assisted residents to apply for, or attend vocational/technical training.	0	0	0	0	0
Assisted residents to obtain financial literacy training and/or coaching.	0	0	0	0	0
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0	0	0	0	0
Provided or connected residents with training on computer use or online technologies.	0	0	0	0	0
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0	0	0	0	0
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0	0	0	0	0
Other.	0	0	0	0	0

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

During FY 2021-2022 there were no completed construction projects , therefore, it is stillundetermined how many labor hours were completed by Section 3 workers and targeted Section 3 workers. Technical assistance during pre-bid meetings was conducted to ensure contractors understood the benchmark requirements and what must be submitted for compliance.



CITY OF PERRIS

12.A.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: SitelogIQ to perform a comprehensive audit of City Facilities and Parks for energy, gas, and water savings, and efficiency.

REQUESTED ACTION: Provide direction to staff on proceeding with SitelogIQ to receive and file.

CONTACT: Bryant Hill, Public Works Director

BACKGROUND/DISCUSSION:

SitelogIQ performs assessments for local governments to improve and enhance City assets by reviewing energy consumption and deficiencies. In addition, SitelogIQ will perform a program overview of the city facilities and parks. The Public Works Committee reviewed SitelogIQ's presentation, and it was the committee's recommendation to have SitelogIQ provide the presentation to Council and give direction to staff.

SitelogIQ performed a preliminary audit of the city facilities and reviewed the energy bills for the past three years at no cost and provided potential saving opportunities (see attachment). The next step is for SitelogIQ to conduct a comprehensive audit of the city facilities and parks to find utility conservation and renewable energy opportunities across electric, gas, and water. The audit will detail citywide infrastructure enhancements, renewable and resiliency goals, and other ways to address water scarcity. In addition, SitelogIQ will provide a proposal compliant with California Government Code 4217 for the implementation of facility improvements, energy and water conservation, renewable generation, storage, building envelope, fleet electrification, and energy management services. There is a fee of 1.5% of the estimated project value, or an amount not to exceed \$35,000 plus a 20% contingency (\$7,000) for this comprehensive audit, and if the City chooses to move forward with the project, the fee will be absorbed in the contract. If the city decided to have the audit conducted but does not move forward with the project, the city would have to pay the fee.

The results will be presented back to the Public Works Committee with the recommended scope of work and a financial proforma cash flow which will include costs, energy, and water savings for the next 30 years with the escalation of no more than 6%, including future maintenance and repair costs.

BUDGET (or FISCAL) IMPACT: The fee is based on 1.5% of the total estimated project value, or an amount not to exceed \$35,000 plus a 20% contingency (\$7,000) to cover additional utility interconnection charges and any unexpected costs. The funds will be coming from the General Fund.

Prepared by: Bryant Hill, Public Works Director

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager *ER*

Attachment: 1. Preliminary review audit

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



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

Preliminary Review Audit

ATTACHMENT 1: PROJECT SITE LOCATIONS

City of Perris – Public Works Committee
Local Government Energy & Water Program





WHO WE ARE

OUR CALIFORNIA PRESENCE

PROGRAM OVERVIEW

CONDITION ASSESSMENT

UTILITY USAGE (ELECTRIC)

PROPOSED SOLUTIONS & SAVINGS

EFFICIENCY CONSERVATION MEASURES

PROJECTED PROGRAM FINANCIALS

ROADMAP TO EFFICIENCY

Q&A

WHO WE ARE

We deliver world-class energy, water, renewable and infrastructure programs for State and Local Governments.



400+
Employees



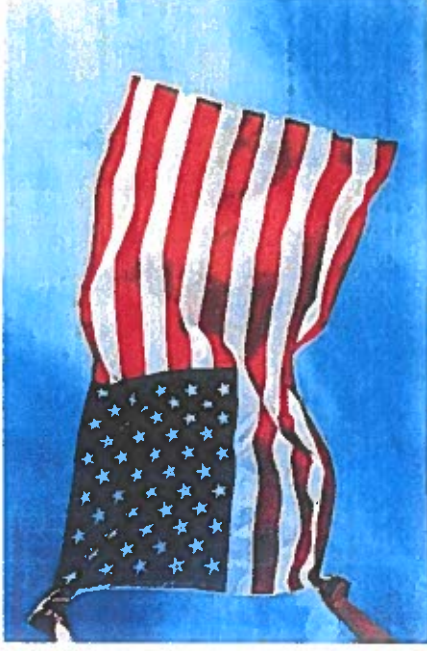
\$5 Billion
Constructed



11,000
Customer Sites



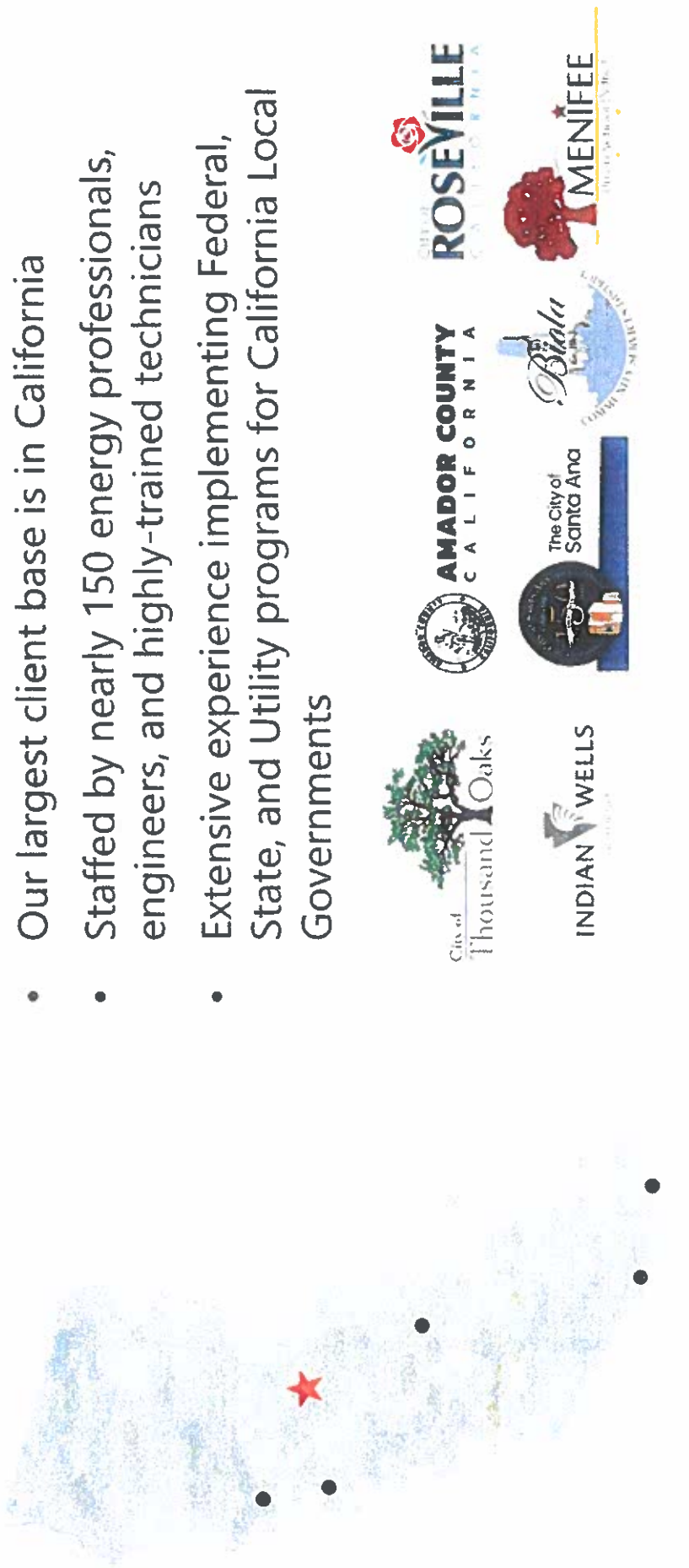
\$1 Billion Saved
in Energy & Ops



U.S. Owned Organization

Single-source of **accountability** and **responsibility** from conception to completion.

OUR CALIFORNIA PRESENCE

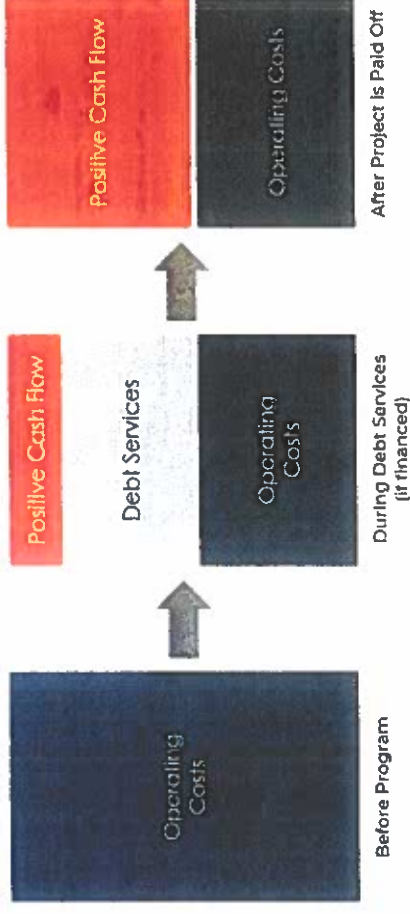


- Our largest client base is in California
- Staffed by nearly 150 energy professionals, engineers, and highly-trained technicians
- Extensive experience implementing Federal, State, and Utility programs for California Local Governments



PROGRAM OVERVIEW

- Improve and enhance City assets
- No upfront capital investment
- Yearly positive cash flow
- Design/Build/O&M
- CA Government Code 4217
- Guaranteed performance-based outcome
- Community engagement and outreach
- Opportunity for a Helen Putnam and Beacon award



CONDITION ASSESSMENT (13 SITES)

- Utility cost skyrocketing year over year
- High Power Purchase Agreement rate costs
- Outdated fluorescent lighting
- Thermostat controls with limited capability
- HVAC units beyond effective useful life
- Old Solar PV Systems with aged panels



ELECTRIC UTILITY USAGE 2019

Monthly Electric Energy (kWh)

Year ● 2019



Monthly Electric Cost (\$)

Year ● 2019



2,493,766

Elect Usage - 2019 (Jan-Dec) (kWh)

\$577,385

Elect Cost - 2019 (Jan-Dec) (\$)

\$0.232

Avg. Elect Rate - 2019 (Jan-Dec) (\$/kWh)

PRELIMINARY SOLUTIONS & SAVINGS

Efficiency Conservation Measures

LED Lighting Retrofits

HVAC Unit Replacement

HVAC Controls

Ionization Units

Solar Photovoltaic

Battery Energy Storage System

Energy Management

\$375K

Year 1
Electric Savings
(\$)

\$5.15M

30 Year
Electric Savings
(\$)

Project Greenhouse Gas Emissions Savings Equivalents

129,676



gallons of
gasoline
equivalent

162



homes' monthly
usage (1,000
kWh)

19,451



trees planted
annually (100
kWh)

LED LIGHTING & CONTROLS



Affected Sites

- Bob Glass Gym
- Council Chambers
- City Hall
- Senior Center
- Various Parks

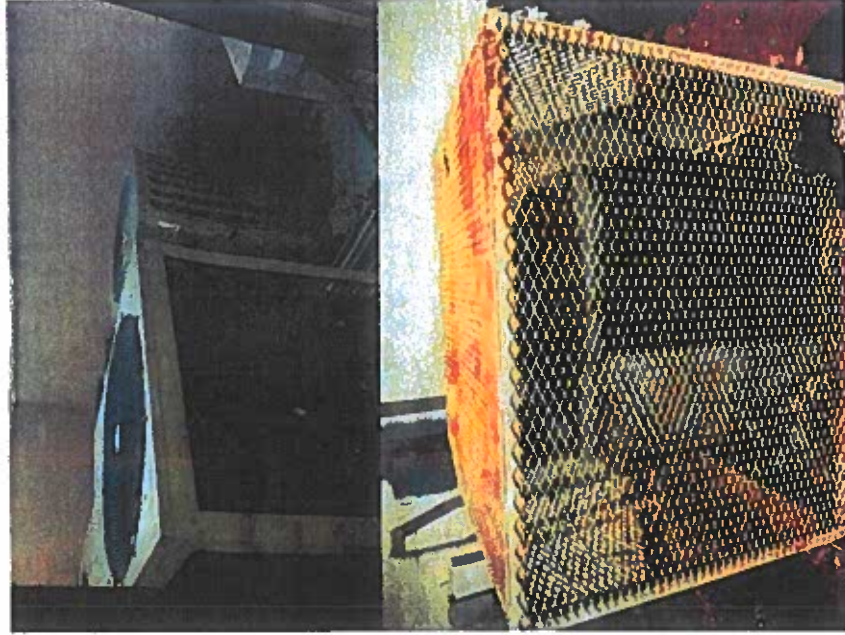
Scope of Work

- Retrofit fluorescent and incandescent lighting with LED, install basic lighting controls, where required by CA Energy Code: Title 24

Benefits to the City

- Superior energy and maintenance savings
- Improved light levels, light quality, and aesthetics
- Lifecycle is as much as 10x longer than fluorescent lighting

HVAC UNIT REPLACEMENT



Affected Sites

- City Hall
- Bob Glass Gym
- Council Chambers
- Community Services
- Development Services

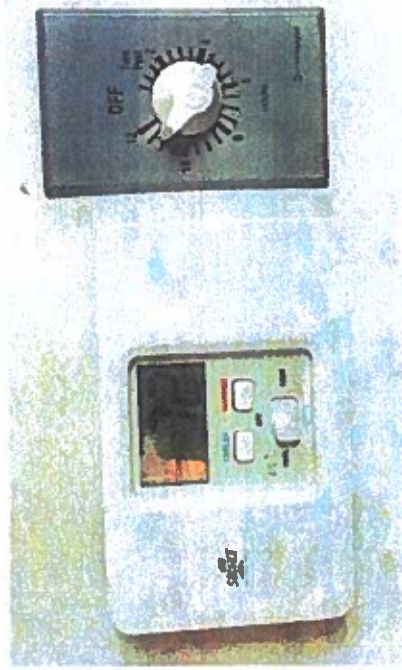
Scope of Work

- Replace older HVAC units with newer, more efficient code-compliant units

Benefits to the City

- Reduced maintenance of old equipment
- Improved cooling/heating capacity
- Improved equipment efficiency from updated standards

HVAC CONTROLS



Affected Sites

- All Buildings

Scope of Work

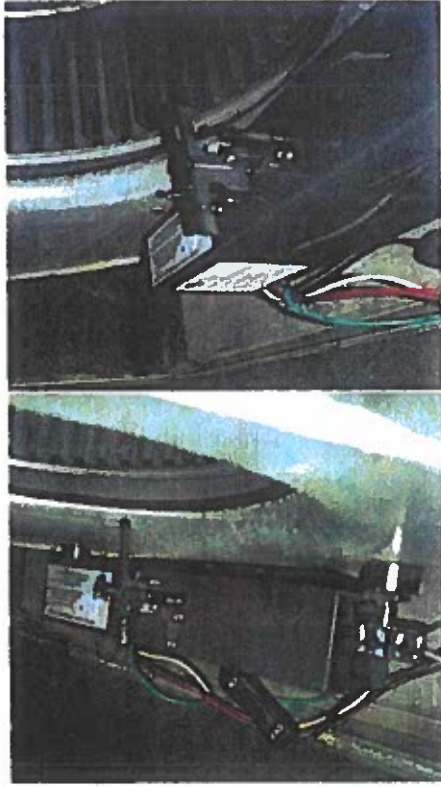
- Replace existing thermostats with a cloud-based, centrally programmable thermostat

Benefits to the City

- Reduce maintenance time for set-point programming
- Access to view and change schedules/set-points remotely



IONIZATION UNITS



Affected Sites

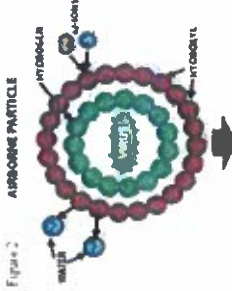
- City Hall
- Senior Center

Scope of Work

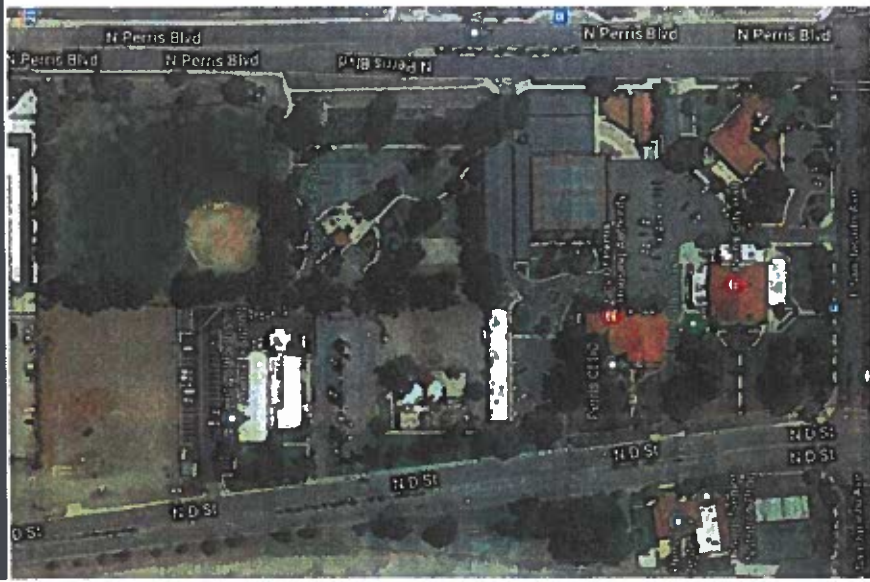
- Retrofit existing HVAC units with air purifying ionization units

Benefits to the City

- Reduces spread of airborne diseases and pathogens
- Improves overall air quality
- Maintenance free and self-cleaning
- Reduced wear and tear on HVAC equipment



SOLAR PHOTOVOLTAIC (PV)



Affected Sites

- City Hall and Adjoining Properties

Scope of Work

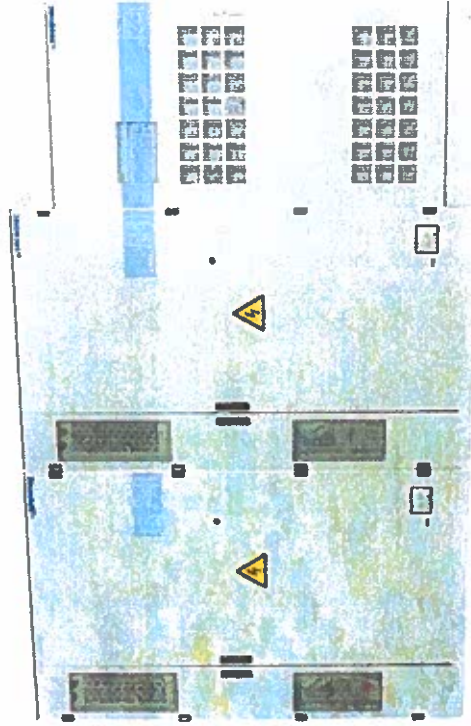
- Install solar PV systems to offset energy usage to a building or site
- Potentially change out panels on existing shade structures for more efficient panels*

Benefits to the City

- Sustained fiscal savings through electric bill
- Potential Shade Structures for parking lots and parks
- Green energy source to meet sustainability mandates

* Pending potential buyout of existing Power Purchase Agreement

BATTERY ENERGY STORAGE SYSTEM



Affected Sites

- City Hall
- Parks

Scope of Work

- Add battery energy storage system to power critical systems in case of power outage

Benefits to the City

- Reduced grid dependency
- Option for demand peak shaving, reducing electricity usage during SCE peak periods

ENERGY & WATER MANAGEMENT (ALL SITES)



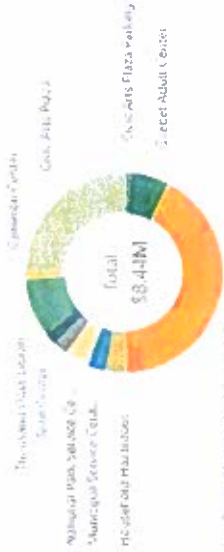
Electricity Cost Overview

City of Memphis Public Utility, 2290 S. Main, 38102

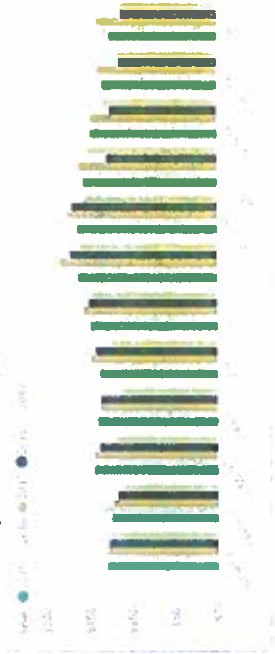
Year Selection

- 2022
- 2021
- 2020
- 2019
- 2018
- 2017
- 2016
- 2015
- 2014
- 2013

Electric Cost by Site (\$)



Electric Cost by Month and Year (\$)



Annual Electric Cost (\$)



Electric Cost by Date (\$)



*The above is a sample dashboard for illustrative purposes. It is not reflective of the City's usage costs.

OTHER MEASURES TO CONSIDER

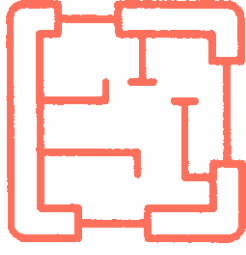
Water



EV/Fleet Electrification



Building Envelope



PROJECTED PROGRAM FINANCIALS

Estimated Project Value (\$)	\$2.5M
30 Year Project Savings (electric)	\$5.15M
Year 1 Annual Utility Savings (kWh)	1,620,948
Year 1 Annual Utility Savings (\$)	\$375,300
15 Year Avoided Cost & Maintenance Savings	\$1.32M
Incentives, Grants, and Rebates	TBD



**Projected Value is an estimate for the maximum potential energy project based on projected savings and is contingent on discovery during the comprehensive audit phase.

Non-Confidential and Confidential

ROADMAP TO EFFICIENCY





Thank You

Josh Steeber

Local Government Relations Executive

M 949.432.0689

E josh.steeber@sitelogiq.com



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 27, 2022

SUBJECT: Presentation of the Annual Update from Southern California Association of Governments (SCAG)

REQUESTED ACTION: Receive and File the Presentation

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

The City of Perris is a member agency of the Southern California Association of Governments (SCAG). Founded in 1965, the Southern California Association of Governments (SCAG) is a Joint Powers Authority under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under state law as a Regional Transportation Planning Agency and a Council of Governments.

Arnold San Miguel, Regional Affairs Officer, of SCAG, will provide an annual overview of SCAG, a description of SCAG's roles and responsibilities, work, and information on resources available to the region that support the development of the Regional Transportation Plan and Sustainable Communities Strategy (RTP\SCS) commonly referred to as Connect SoCal.

BUDGET (or FISCAL) IMPACT: No Fiscal Impact

Prepared by: Judy L. Haughney, Assistant City Clerk

REVIEWED BY:

City Attorney _____
 Assistant City Manager _____
 Deputy City Manager EL

Attachment:

Consent:
 Public Hearing:
 Business Item: September 27, 2022
 Presentation:
 Other:



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

12.C.

MEETING DATE: September 27, 2022

SUBJECT: Industrial Good Neighbor Policy Resolution No. (Next in Order) – A resolution to consider implementation of "Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities," aimed at minimizing environmental impacts associated with warehouse/distribution facilities in proximity to sensitive receptors in the City of Perris. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution No. (Next in Order) for the adoption of the "Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities"; and Determine the Resolution is exempt from the California Environmental Quality Act Guidelines (CEQA) pursuant to Sections 15060(c)(3) and 15061(b)(3), as this Resolution will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

At the direction of the City Council at the Council meeting on January 25, 2022, staff began preparation of the Perris Industrial Good Neighbor Guidelines (i.e., Perris GNG) for the 15 percent of remaining industrial land in the northern part of Perris (PVCC Specific Plan Area) and 35 percent of remaining industrial land in the southern part of Perris. In preparation for the Perris GNG, staff researched Policies adopted by nearby jurisdictions in the Inland Empire, including the County of Riverside, City of Riverside, City of Fontana, City of Moreno Valley, and City of Menifee and compiled them on a table to determine which ones would be appropriate to implement specific goals for the betterment of the Perris community. (Refer to Attachment 2).

When preparing the Perris GNG, staff included the majority of the policies adopted by nearby jurisdictions and added newly created goals and policies specific to the City of Perris that go and beyond nearby jurisdictions to protect sensitive receptors (residential neighborhoods, schools, parks, playgrounds, daycare centers, nursing homes, hospitals, and other public places where residents are most likely to spend time).

On August 17, 2022, the Planning Commission considered the Perris GNG, and after an extensive discussion, the Commission unanimously recommended that the City Council approve and adopt the Perris GNG, subject to modifications to Policies related to LEED (Leadership in Energy and Environmental Design) Silver Certification, project notification, landscape requirements, standardization of brochure/pamphlets for the purpose of educating truck drivers, and enforcement policies.

ANALYSIS:

Proposed Good Neighbor Guidelines

The proposed goals and policies in the Perris GNG aim at balancing economic growth, industrial development, and business success, while implementing methods for the reduction of potential negative impacts on sensitive receptors. Implementation of the Perris GNG will benefit the following aspects of the community:

- Neighborhood Character
- Reduction of Engine Emissions
- Elimination of Trucks in Residential Areas
- Buffers between Warehouses and Sensitive Receptors
- Educational Training, Public Outreach, and Community Engagement
- Best Construction Practice
- Compliance with State Environmental Requirements

Planning Commission Concerns

Concerns raised by the Planning Commission include a revision to Goal #1, Policy 1, which requires building 400,000 square feet or greater to obtain LEED Silver Certification. They believed it would be difficult to obtain certification based on the site location requirements.

Based on information provided by NAIOP (National Association for Industrial and Office Parks), it would be difficult for an industrial warehouse building to achieve LEED Silver standards as the efficiency savings possible would only be limited to lighting given the proportions of office vs. warehouse space, which would result in a very narrow range in the variety of building products that can be used to achieve points for LEED Certification.

Other aspects of concern expressed by the Commission, include recommendations to augment the percentage of trees, provide larger radius project notification, standardization of brochures/pamphlets for the purpose of educating truck drivers, and enforcement of policies. In addition, the Commission recommended revising the Perris GNG to eliminate redundancies in the Policies and providing clarification for some Policies to avoid future confusion. As such, the Perris GNG have been revised to address the Commissioner's concerns. Recommended changes have been incorporated in the Perris GNG and are shown in REDLINE/strikeout. (Refer to Exhibit A of Attachment 1).

Industrial Community Outreach

Staff met with representatives from the NAIOP Inland Empire, Commercial Real Estate Development Association, and BIA (Building Industry Association) concerning the membership's comments on the proposed Perris GNG. The main focus of the comments was related to Goal #1, Policy 1, which requires industrial buildings over 400,000 square feet or requiring an Environmental Impact Report (EIR) to obtain LEED Silver Certification. Similar to the Planning Commission, their comments indicated the Policy to be onerous based on the cost and the point system to obtain certification. Instead, NAIOP representatives recommended revising the Policy to require that buildings be LEED certified compliant regardless if the building goes through the actual LEED certification process. Other minor revisions were provided and were included in the Perris GNG. Recommended changes have been incorporated in the Perris GNG and are shown in BLUELINE/strikeout (Refer to Exhibit A of Attachment 1).

Given the requirements for LEED Silver Certification, it is recommended that Goal #1, Policy 1 be revised to allow industrial buildings to be designed in compliance with LEED Silver requirements and that the applicant provide documentation to the City demonstrating compliance.

RECOMMENDATION:

The guidelines and standards recommended for warehouse/distribution facilities in the City's GNG will help protect residents' health without posing undue burdens on economic development. Therefore, staff recommends that the City Council Adopt Resolution No. (Next in Order) for the adoption of the "Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities"; and Determine the Resolution is exempt from the California Environmental Quality Act Guidelines (CEQA) pursuant to Sections 15060(c)(3) and 15061(b)(3).

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are included in the General Fund Budget.

Prepared by: Patricia Brenes, Planning Manager
Reviewed by: Kenneth Phung, Director of Development Services

City Attorney _____
Assistant City Manager _____
Deputy City Manager ER

- Attachments:**
1. Resolution (Next in Order) for the Adoption of the Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities including Exhibit A - Redline/Strikeout Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities
 2. Good Neighborhood Guidelines Survey of Nearby Jurisdictions
 3. LEED Building Certification Qualification Summary and Checklist (Informational Purpose Only)
 4. Planning Commission Staff Report Only – Dated August 17, 2022 (Planning Commission Staff Report and Exhibits available at City of Perris Website <https://www.cityofperris.org/home/showpublisheddocument/15468/637988593633900000>)

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

ATTACHMENT 1

Resolution Number (next in order) for Adoption of the Good Neighbor Guidelines

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, AN INDUSTRIAL GOOD NEIGHBOR POLICY

WHEREAS, on January 25, 2022, the City Council of Perris directed City staff to analyze the impacts of industrial/warehouse developments upon the City; and

WHEREAS, on July 26, 2022, the above-mentioned analysis was presented to the City Council; and

WHEREAS, City staff has prepared a proposed Industrial Good Neighbor Policy, which is attached hereto as Exhibit "A" and incorporated herein by this reference, ("Policy") to address the impacts of industrial/warehouse development in the City; and

WHEREAS, the Policy will be used as a tool, focusing on the relationship between land use, permitting, air quality, by offering guidance that can help minimize the potential impacts of industrial/warehouse projects; and

WHEREAS, on August 17, 2022, the Planning Commission held a duly noticed public hearing at which time all interested persons were given full opportunity to be heard and to present evidence regarding the Policy; and

WHEREAS, after carefully reviewing the proposed Policy, considering staff's presentations and oral and written public testimony (including, without limitation, all staff reports and attachments/exhibits), the Planning Commission recommended that the City Council adopt the Policy; and

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

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

Section 1. Recitals. The above recitals are all true and correct and are incorporated herein by this reference.

Section 2. California Environmental Quality Act. The City Council determines that the adoption of the Industrial Good Neighbor Policy ("Policy") is exempt from the California Environmental Quality Act Guidelines (CEQA) pursuant to Sections 15060(c)(3) and 15061(b)(3), as the Policy will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

Section 3. Findings. Based upon the forgoing, all oral and written testimony (including without limitation testimony by members of the public and City staff and the related agenda submittal and exhibits/attachments presented to the City Council), the City Council hereby finds, with respect to the Policy, as follows:

1. The Policy promotes healthy neighborhoods where residents are not exposed to environmental hazards or pollutants that endanger their present or future health or well-being.
2. The Policy enhances livable neighborhoods by providing a safe and stable environment.
3. The Policy minimizes exposure to diesel emissions for residential neighborhoods, schools, parks, playgrounds, day care centers, nursing homes, hospitals, and other public places (Sensitive Receptors) situated near industrial uses.
4. The Policy reduces potential future health, odor and noise related issues, particularly when in close proximity to residential neighborhoods.
5. The Policy reduces exposure of diesel emissions to residences and other sensitive receptors. Reduces or eliminates trucks in residential neighborhoods. Reduces truckers travel time if specific truck routes are identified.
6. The Policy increases protection between warehouse/ distribution facilities and sensitive receptors. Reduces aesthetic impacts in residential neighborhoods.
7. The Policy educates truck drivers of the health effects of diesel particulate to encourage drivers to implement diesel reduction measures. Allows the warehouse/distribution facility to be proactive. Informs the community regarding strategies the warehouse/distribution facility is implementing to reduce exposure to diesel particulate.
8. The Policy protects the public health and minimize environmental impacts during construction activities.
9. The Policy preserves and enhances the California's public health, safety, and the environment.
10. Ensures compliance with State environmental agencies.

Section 4. Approval of Policy. Based upon the forgoing, all oral and written testimony (including without limitation testimony by members of the public and City staff and the related agenda submittal and exhibits/attachments presented to the City Council), the City Council hereby adopts the Policy attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Resolution. The City Council hereby declares that it would have adopted this Resolution, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more

sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

Section 13. Effective Date. This Resolution shall take immediately after its adoption.

Section 14. Certification. The City Clerk shall certify as to the passage and adoption of this Resolution.

ADOPTED, SIGNED and **APPROVED** this ___th day of _____, 2022.

MAYOR, MICHAEL M. VARGAS

ATTEST:

CITY CLERK, NANCY SALAZAR

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution No. (*next in order*) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 27th day of September, 2022, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

Exhibit A
Industrial Good Neighbor Policy

**CITY OF PERRIS
GOOD NEIGHBOR GUIDELINES – (PERRIS GNG)
SITING NEW AND/OR MODIFIED
INDUSTRIAL FACILITIES**



**CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION
(2022)**

1. BACKGROUND

In 1998, the South Coast Air Quality Management District (SCAQMD) conducted its second Multiple Air Toxics Emissions Study (MATES II). Considered the nation's most comprehensive study of toxic air pollution to date, the study found that:

- Diesel exhaust is responsible for about 70 percent of the total cancer risk from air pollution;
- Emissions from mobile sources - including cars and trucks as well as ships, trains, and planes - account for about 90 percent of the cancer risk. Emissions from businesses and industry are responsible for the remaining 10 percent; and
- The highest cancer risk occurs in south Los Angeles County - including the port area - and along major freeways.

The California Air Resources Board (CARB) has adopted two airborne toxic control measures that will reduce diesel particulate materials (PM) emissions associated with warehouse/distribution centers.

- The first limits nonessential (or unnecessary) idling of diesel-fueled commercial vehicles, including those entering from other states or countries. This measure prohibits idling of a vehicle for more than 5 minutes at any one location; and
- The second measure requires that transport refrigeration units (TRUs) operating in California become cleaner over time. The measure establishes in-use performance standards for existing TRU engines that operate in California, including out-of-state TRUs.

CARB also operates a smoke inspection program for heavy-duty diesel trucks that focuses on reducing truck emissions in California communities. Areas with large numbers of distribution centers are a high priority. While CARB has these measures in place, local agencies need to acknowledge that the enforcement of these measures is through the California Highway Patrol and does not provide a swift resolve to local air quality issues.

In September 2005, the Western Riverside Council of Governments (WRCOG) and the Regional Air Quality Task Force (RAQTF) approved the *Good Neighbor Guidelines for Siting New and/or Modified Warehouse/Distribution Facilities* (WRCOG Guidelines). The Guidelines are intended to assist Planning Departments, developers, property owners, elected officials, community organizations, and the general public in understanding ways to balance new industrial development while protecting sensitive receptors in the subregion.

In 2008, CARB adopted the Truck and Bus Regulation, which requires all diesel truck fleets operating in California to adhere to an aggressive schedule for upgrading and replacing heavy-duty truck engines. All pre-1994 heavy trucks (trucks with a gross vehicle weight rating greater than 26,000 pounds) were removed from service on California roads by 2015. Between 2015 and 2020, pre-2000 heavy trucks were equipped with particulate matter filters and upgraded or replaced with an engine that meets 2010 emissions standards. The upgrades/replacements occurred on a rolling basis based on model year. By 2023, all heavy trucks operating on California roads must have engines that meet 2010 emissions standards. Lighter trucks (those with a gross vehicle weight rating of 14,001 to 26,000 pounds) adhered to a similar schedule, and were all replaced by 2020.

In June, 2020, CARB adopted a new Rule requiring truck manufacturers to transition from diesel trucks and vans to electric zero-emission trucks beginning in 2024. By 2045, every new truck sold in California will be required to be zero-emission.

In 2021, the South Coast Air Quality Mangement District (SCAQMD) adopted Rule 2305 (Warehouse Indirect Source Rule). Rule 2305 requires all operators of warehouses greater than or equal to 100,000 square feet of indoor floor space to implement measures that reduce nitrogen oxides and particulate matter emissions and/or pay a fee to the SCAQMD fund programs to improve regional air quality.

Sensitive Receptors: They include residential communities, schools, parks, playgrounds, daycare centers, nursing homes, hospitals, and other public places where residents are most likely to spend time.

2. PURPOSE

The proposed industrial Good Neighbor Guidelines (Perris GNG) is a modified version of the WRCOG's RAQTF Guidelines, published 17 years ago in 2005, and includes goals and policies intended to assist Planning Departments, developers, property owners, elected officials, community organizations, and the general public, mitigate the potential impacts associated with the rapid growth of the logistics industry near sensitive receptors in the City of Perris. Adoption of this Perris GNG will formalize what is expected from industrial development, particularly those closer to sensitive receptors. The goals of the Perris GNG include:

1. Ensure air quality and health risks, and noise impacts are evaluated;
2. Protect public health, safety, and welfare by regulating the design, location, and operation of warehouse/distribution facilities; and
3. Protect sensitive receptors, including neighborhood character of residential communities in the City of Perris.

For the purpose of these Guidelines, industrial uses are defined and regulated in Title 19 - Zoning Code of the Perris Municipal Code, and the City's Specific Plans.

3. APPLICABILITY

The Guidelines apply to all new warehouse, logistics, and distribution facilities ("industrial uses"), excluding in process formal entitlement applications that have been submitted prior to the effective day of this policy. In addition, the Perris GNG acts as a supplement to the City's Zoning Code and Specific Plans. Project level review under CEQA would continue to apply to any project, regardless of the total square footage. The approving authority has the discretion and authority to approve projects that deviate from the guidance provided in this policy, provided adequate justifications are provided by the applicant.

3. GOOD NEIGHBOR GUIDELINES

The proposed goals and policies in the Perris GNG aim at balancing economic growth, industrial development, and business success while implementing methods for the reduction of potential negative impacts on sensitive receptors. There are five areas that would benefit from the goals and policies in the Perris GNG: Neighborhood Character; Reduction of Engine Emissions; Elimination of Trucks in Residential Areas; Buffers between Warehouses and Sensitive Receptors; and Educational Training, Public Outreach, and Community Engagement.

The following provides the Perris GNG goals, benefits, and policies. Appropriate goals and policies adopted by other jurisdictions have been included in this document:

Goal #1: Protect the neighborhood characteristics of the urban, rural, and suburban communities

Benefits:

1. Promotes healthy neighborhoods where residents are not exposed to environmental hazards or pollutants that endanger their present or future health or well-being.
2. Enhances livable neighborhoods by providing a safe and stable environment.

Recommended Policies:

1. Any industrial project over 400,000 square feet in size or requiring the preparation of an Environmental Impact Report (EIR) shall be designed to meet the ~~and~~ requirements of ~~d to obtain~~ Silver-LEED Silver Certification whether or not certification is pursued. Documentation shall be provided to the City demonstrating compliance.
2. Building massing shall be consistent with the City's Industrial Design Guidelines to reduce visual dominance on adjacent/nearby sensitive receptors.
- ~~3. Allow repairs within warehouse/distribution center.~~
- ~~4.3. For small industrial uses, w~~When possible, locate driveways, loading docks, and internal circulation routes away from sensitive receptors.
- ~~5.4. For large industrial uses, require that driveways, loading docks and internal circulation routes are located away from sensitive receptors.~~ Truck loading bays and drive aisles shall be designed to minimize truck noise.
- ~~6.5.~~ All lighting used in conjunction with a warehouse/ distribution facility operation shall be directed down into the interior of the site and not spill over onto adjacent properties.
- ~~7.6.~~ If a public address (PA) system is being used in conjunction with a warehouse/distribution facility operation, the PA system shall be oriented away from sensitive receptors and the volume set at a level not readily audible past the property line.
- ~~8.7.~~ It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any vacant lot or unimproved nonresidential property in the city.
- ~~9.8.~~ It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any vacant lot or unimproved Commercially zoned property for the purpose other than doing business at the site, and/or remaining parked or standing for longer than reasonably appropriate to do such business, in accordance with the Perris Municipal Code .
- ~~10.9.~~ _____ It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any highway, street or road which is adjacent to a parcel upon which there exists a public facility.
- ~~11.10.~~ _____ It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any highway, street, road, alley, or private property within any residential district in the City, in accordance with the Perris Municipal Code.
- ~~12.11.~~ _____ It is unlawful to park or leave standing any vehicle on any highway, street, road, or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.
- ~~13.12.~~ _____ Warehouse/ distribution facilities shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on site queuing for trucks away from sensitive

receptors. Commercial trucks shall not be parked in the public right of way or nearby residential areas, in accordance with the Perris Municipal Code and Specific Plans.

- ~~14.13.~~ No parking shall be permitted in the landscape setback area.
- ~~15.14.~~ Provide signage or flyers identifying where the closest restaurant, lodging, fueling stations, truck repair facilities, and entertainment can be found.
- ~~16.15.~~ Facility operators shall post signs in prominent locations indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited.
- ~~17.16.~~ Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the City approved Truck Routing Plan and State Highway System to minimize potential impacts on sensitive receptors.
- ~~18.17.~~ Signs shall be installed in public view with contact information of facility operator and SCAQMD for complaints related to excessive dust, fumes, or odors, and truck and parking complaints. Any complaints made to the facility operator shall be answered within 72 hours of receipt.
- ~~19.18.~~ Signs should be posted in the appropriate locations indicating that parking and maintenance of all trucks shall be conducted within designated areas and not within the surrounding community or on public streets.
- ~~20.19.~~ Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel.

Goal #2: Minimize exposure of diesel emissions to neighbors that are situated in close proximity to the warehouse/distribution center

Benefits:

1. Minimizes exposure to diesel emissions for residential neighborhoods, schools, parks, playgrounds, day care centers, nursing homes, hospitals, and other public places (Sensitive Receptors) situated near industrial uses.
2. Reduces potential future health, odor and noise related issues, particularly when in close proximity to residential neighborhoods.

Recommended Policies:

1. Minimize the air quality impacts of trucks on sensitive receptors by:
 - a) Restricting diesel engine and construction equipment idling to 5 minutes or less (SCAQMD Rule 2485). A driver of a vehicle shall turn off the engine upon stopping at a destination.
 - b) Designing facilities with adequate on-site queuing for trucks and away from sensitive receptors and preventing -queuing of trucks on surrounding public streets.
 - c) Providing ingress and egress for trucks away from sensitive receptors.
 - d) For buildings with 50 or more dock high doors, a site plan is required identifying a planned location for future electric truck charging stations and installation of raceway for conduit to that location. A ratio of one charging station shall be required for every 50 dock high doors.
 - e) On site equipment, such as forklifts, shall be electric with the necessary electrical charging stations provided or be powered by alternative technology.

- f) Passenger vehicles parking should be separated from enclosed truck parking/truck court, and have separate primary access.
 - g) At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational, prior to ~~building permit~~ issuance of a certificate of occupancy. Signage shall be installed indicating EV charging stations and that spaces are reserved for clean air/EV vehicles.
 - h) Encouraging replacement of diesel fleets with new model vehicles.
 - i) Preventing the queuing of trucks on streets or elsewhere outside the warehouse facility or near sensitive receptor.
 - j) Promoting the installation of on-site electric hook-ups to eliminate idling of main and auxiliary engines during loading and unloading of cargo and when trucks are not in use – especially where transport refrigeration units (TRUs) are proposed to be used.
2. No operation shall be permitted which emits odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the lot line of the property containing said operation or activity.
 3. Avoid locating exits and entries near sensitive receptors.
 4. On-site speed bumps shall not be allowed, except at security/entry gates.
 5. Warehouses greater than 100,000 square feet are required to directly reduce nitrogen and diesel particulate matter emissions (SCAQMD Rule 2305).
 6. On site motorized operational equipment shall be ZE (Zero Emissions).
 7. Buildings over 400,000 square feet shall install solar panels so 100% of the power is supplied to the office area of the facility, unless it is restricted due to the March Air Force Base Accident Potential Zone.
 8. Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks.
 9. Pursuant to CARB's Truck and Bus Regulation, facility operators shall maintain records of their facility owned and operated fleet equipment and ensure that all diesel fueled Medium-Heavy Duty Trucks (MHDT) and Heavy-Heavy Duty (HHD) trucks with a gross vehicle weight rating greater than 19,500 pounds use year CARB compliant 2010 or newer engines. Records should be made available to the City of Perris.
 10. Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations.
 11. Equipment operator of a TRU (Transportation Refrigeration Unit) shall not cause a TRU to operate while stationary unless the vehicle is lawfully parked and not within 500 feet of a school, unless the operator is actively engaged in the process of loading or unloading cargo or is waiting in a queue to load or unload for a period not to exceed 2 hours.
 12. Require low energy use features, low water use features, all-electric vehicles (EV) parking spaces and charging facility, carpool/vanpool parking spaces, and short- and long-term bicycle parking facilities (Title 24 of the California Code of Regulations – CALGreen).
 13. Post signs requiring to turn off truck engines when not in use.

Goal #3: Eliminate diesel trucks from unnecessary traversing through residential neighborhoods

Benefits:

1. Reduces exposure of diesel emissions to residences and other sensitive receptors.
2. Reduces or eliminates trucks in residential neighborhoods.
3. Reduces truckers' travel time if specific truck routes are identified.

Recommended Policies:

1. ~~The facility operator shall abide by the~~ truck routing plans, ~~shall be~~ consistent with the City of Perris Truck Route Plan.
2. Adequate turning movements at entrance and exit driveways shall be provided, subject to City approval.
3. Truck traffic shall be routed to impact the least number of sensitive receptors.
4. To the extent possible, establish separate entry and exit points within a warehouse/distribution facility for trucks and vehicles to minimize vehicle/truck conflicts.
5. Check in gates and/or guard booths are required to be positioned with a minimum of 150 feet inside the property line for on-site truck queuing. An additional 75 feet of on-site queuing shall be added for every 20 loading docks beyond 40 up to 300 feet. Multiple lanes (minimum lane width 12 feet) are permitted to achieve the required queuing. The general queuing and spillover of trucks onto the surrounding public streets are prohibited. Commercial trucks and/or trailers shall not be parked on the public right of way or adjacent to sensitive receptors.
6. Establish overnight parking within the warehouse/distribution center where not visible from the public right-of-way.

Goal #4: Provide Buffers between Warehouses and Sensitive Receptors

Benefits:

1. Increases protection between warehouse/ distribution facilities and sensitive receptors.
2. Reduces aesthetic impacts in residential neighborhoods.

Recommended Policies:

1. A separation of at least 300 feet shall be provided, as measured from the dock doors to the nearest property line of the sensitive receptor.
2. A minimum 30-foot landscape setback shall be provided along property lines when adjacent to sensitive receptors.
3. Percentage of landscaping for projects in the General Industrial (GI) and Light Industrial Zones shall be increased from 10 and 14 to 12-15 percent. ~~and projects in the Light Industrial (LI) Zone shall be increased from 12 to 14 percent.~~
4. Loading areas shall be screened with a 14-foot-high decorative block wall, architecturally consistent with the building, and an 8-foot high berming in front of the wall to soften the view of the wall from the public right of way.

5. The architecture of the building shall include at least two decorative materials (e.g., stone, brick, metal siding, etc.) and consist of a variation in plane and form, varied roof lines, pop-outs, recessed features, which are intended to result in interior and exterior areas that can be used by the general public, visitors, and employees.
6. Sites shall be densely screened with landscaping along all bordering streets and adjacent across the street from sensitive receptors. Trees along the landscape setbacks shall be at least 48 inch box in size and range in height between 14 and 25 feet include evergreen trees be 25 feet in height and Trees should be planted a distance of - with trees spaced no further apart than 25-20 feet on center. Fifty percent of the landscape screening shall include a minimum of 36-inch box, evergreen trees. Palm trees shall not be utilized.
7. All landscaping shall be irrigated for the life of the facility.
8. An additional wing wall shall be installed perpendicular to the loading dock areas, where feasible, to further attenuate noise related to truck activities and address aesthetics related to loading area when adjacent to sensitive receptors. Vines or other appropriate plant material should be planted in front of the screen walls to soften views from the street.
9. Dock doors shall be located where they are not readily visible from sensitive receptors or major roads. If it is necessary to site dock doors where they may be visible, a method to screen the dock doors shall be implemented. A combination of landscaping, berms, walls, and similar features shall be considered.
10. Require on-site signage for directional guidance to trucks entering and exiting the facility to minimize potential impacts on sensitive receptors.

Goal #5: Establish an Education Program to Inform Truckers of Health Effects of Diesel Particulate and Conduct Community Outreach to Address Residents' Concerns

Benefits:

1. Educates truck drivers of the health effects of diesel particulate to encourage drivers to implement diesel reduction measures.
2. Informs the community regarding strategies the warehouse/distribution facility is implementing to reduce exposure to diesel particulate.
3. Allows the warehouse/distribution facility to be proactive.
4. Encourages partnership to develop solutions for both parties.

Recommended Policies:

1. Provide adequate notification to property owners all owners of real property on the latest records of the County Assessor within 500 feet of the real property within 300 feet or at least 25 property owners, whichever is greater, for all required public notices pertaining to a warehouse project's entitlement
2. Facility operators shall train their managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks.
3. Facility operators shall require their drivers to park and perform any maintenance of trucks in designated on site areas and not within the surrounding community or on public streets.

4. Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with SAQMD Rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible.
5. Provide informational flyers and pamphlets for truck drivers about the health effects of diesel particulates and importance of being a good neighbor.
6. Encourage facility owners/management to have site visits with neighbors and the community to view measures taken to reduce/and or eliminate diesel particulate emissions.
7. Encourage facility owners/management to coordinate an outreach program that will educate the public.
8. Provide facility owners/management with information from CARB and SCAQMD and encourage the utilization of resources provided by those agencies.
9. Applicant shall engage in a community outreach effort to determine issues of concern during the project entitlement process.
10. Applicant ~~should look along with~~ and City staff should look beyond the immediate development footprint and look for opportunities to enhance the surrounding community through upgrades such as street paving, walls, bicycle lanes, bus turnouts, landscaping and other types of infrastructure improvements.
11. Applicant may be required to provide a supplemental funding contribution to further offset potential air quality impacts to the community and provide a community benefit beyond any CEQA related mitigation measures.

Goal #6: Implement Construction Practice Requirements in Accordance with State Requirements to Limit Emissions and Noise Impacts from Building Demolition, Renovation, and New Construction

Benefits:

1. Protect the public health and minimize environmental impacts during construction activities.

Recommended Policies:

1. ~~In addition to regular construction inspections conducted by City Departments,~~ the applicant shall provide monthly reports to the City demonstrating compliance with all the construction related policies.
2. All diesel fueled off-road construction equipment greater than 50 horsepower shall be equipped with CARB Tier 4 Compliant engines. If Tier 4 equipment is not available within 50 miles of the project site, Tier 3 or cleaner off road construction equipment may be utilized.
3. Construction contractor shall utilize construction equipment with properly operating and maintained mufflers, consistent with manufacturer's standards.
4. Construction contractors shall locate or park all stationary construction equipment away from sensitive receptors nearest the project site, to the extent practicable.
5. The surrounding streets shall be swept on a regular basis to remove any construction related debris and dirt.
6. Appropriate dust control measures that meet the SCAQMD Rule 403 standards shall be implemented for grading and construction activity.

7. Construction equipment maintenance records and data sheets, as well as any other records necessary to verify compliance with CARB standards shall be kept on site and furnished to the City of Perris upon request.
8. Prepare a construction traffic control plan prior to grading, detailing the locations of equipment staging areas material stockpiles, proposed road closures, and hours of construction operations to minimize impacts to sensitive receptors.
9. Minimize noise from construction activities.
10. The maximum daily disturbance area (actively graded area) shall be determined by the Air Quality Study.
11. Use of the most readily available technology (CARB Tier 3, Tier 4 Interim, and Tier 4 Compliant equipment).
12. Designate an area of the construction site where electric-powered construction vehicles and equipment can charge if the utility provider can feasibly provide temporary power for this purpose.
13. During construction, signs are required to be in public view with contact information for a designated representative of the building occupant and an SCAQMD representative who is designated to receive complaints about excessive dust, fumes, or odors on this site.

Goal #7: Ensure Compliance with the California Environmental Quality Act (CEQA) and State Environmental Agencies

Benefits:

1. Preserves and enhances the California's public health, safety, and the environment.
2. Ensures compliance with State environmental agencies, requirements, and policies.

Recommended Policies:

1. In compliance with CEQA, conduct SCAQMD [URBEMIS](#) [California Emissions Estimator Model \(CalEEMod\)](#) and [Emission Factors \(EMFAC\)](#) computer models to identify the significance of air quality impacts on sensitive receptors.
2. Require an air quality analysis to ensure air quality protection, in accordance with the Air Quality Management District (AQMD) guidelines, for both project specific and cumulative impact analysis.
3. Require Health Risk Assessments for industrial uses within 1,000 feet of sensitive receptors in accordance with AQMD guidelines.
4. A Noise Impact Analysis shall be prepared to evaluate potential impacts to the neighboring properties. It shall include construction and operation noise impacts, including stationary and off-site increases to ambient noise levels.
5. Require Transportation Demand Management Measures for industrial uses with over 100 employees to reduce work related vehicle trips.
6. Require signage about CARB regulations.
7. All building roofs shall be solar-ready.
8. Require the use of low Volatile organic compounds (VOC) paints and coatings (SCAQMD Rule 1113)
9. All signs shall be legible, durable, and weather-proof.

ATTACHMENT 2

Good Neighbor Guidelines Survey of Nearby Jurisdictions

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³	
	DEVELOPMENT STANDARDS/REGULATIONS								
1	<p>Create a buffer zone of at least 300 meters (approx. 1,000 feet, can be office space, employee parking, greenbelt) between warehouse and sensitive receptors</p> <p>❖ Surveyed jurisdictions have not adopted the 1,000-foot buffer recommended by WRCOG. The protections provided in the project specific technical reports prepared in accordance with CEQA Guidelines justify reduced buffers. Alternatively, policy in Goal #4 of the Perris GNG requires a minimum 300-foot buffer zone between dock doors and property occupied by sensitive receptors.</p>	✓							❖
2	<p>Provide food option, fueling, truck repair, and/or convenience store on-site or within the warehouse/facility complex</p> <p>❖ Not proposed for Perris, as the addition of fueling stations in warehouses may exacerbate cumulative impacts to sensitive receptors (traffic, air quality, greenhouse gases, and aesthetics). Alternatively, policy in Goal #1 of the Perris GNG requires signs to be posted identifying locations of nearest food options, lodging, fueling stations, truck repair facilities, and entertainment.</p>	✓							❖
3	<p>Allow repairs within warehouse/distribution center</p> <p>❖ Not proposed for Perris, as repairs of trucks may exacerbate cumulative impacts to sensitive receptors.</p>	✓			✓				✓ ❖
4	<p>For warehouse projects totaling 650,000 sq. ft. to the extent possible, locate driveways, loading docks and internal circulation routes away from residential uses or any other sensitive receptors</p> <p>❖ Perris GNG – Recommended policy in Goal #1 requires warehouses, regardless of size, will be required to locate driveways, loading docks and internal circulation routes away</p>				✓				❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
	from residential uses or any other sensitive receptors, to the extent possible.							
5	Design facilities to allow for the queuing of trucks on site and away from sensitive receptors			✓		✓		✓
6	For small industrial uses, when possible, locate driveways, loading docks, and internal circulation routes away from sensitive receptors ❖ Perris GNG combined this policy with the policy for large industrial building and instead standardized it to apply to warehouses regardless of size.			✓		✓		✓
7	For large industrial uses, require that driveways, loading docks and internal circulation routes are located away from sensitive receptors ❖ Perris GNG combined this policy with the policy for large industrial building and instead standardized it to apply to warehouses regardless of size.			✓				✓
8	Require tiered, or graduated, land use regulations related to heights, setbacks and building massing, for all new industrial uses to minimize impacts on surrounding sensitive receptors (Building height is limited to up to 45 feet if located within 200 feet and 100,000 square feet if located between 200 and 800 feet of sensitive receptors. Size can increase thereafter based on Floor Area Ratio) ❖ Perris GNG – Recommended policy in Goal #4 requires a minimum separation of 300 feet between dock doors and property occupied by sensitive receptor regardless of the size and building height.			✓				❖
9	Truck loading bays and drive aisles shall be designed to minimize truck noise		✓					✓
10	Warehouse/distribution facilities should be designed so that truck bays and loading docks are a minimum of 300 feet, measured from the property line of the sensitive receptor to the nearest dock door.		✓					✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
11	Truck driveway shall be placed on streets that do not have fronting onto sensitive receptors		✓					✓
12	On site speed bumps shall not be allowed except at security/entry gates.		✓					✓
13	All lighting used in conjunction with a warehouse/ distribution facility operation shall be directed down into the interior of the site and not spill over onto adjacent properties		✓					✓
14	Loading docks shall be oriented away from adjacent sensitive receptors, if possible					✓	✓	✓
15	Building massing shall be consistent with the City's Industrial Design Guidelines to reduce visual dominance on adjacent sensitive receptors					✓		✓
16	Buildings shall be set back a minimum of one foot for every foot of building height, but no less than 25 feet, when adjacent to a sensitive receptor ❖ Perris GNG – Recommended Policy in Goal #4 requires a 300-foot separation from dock doors to sensitive receptors, which would at the least yield a building setback of 180 feet. When other sides of the building face sensitive receptors, a minimum 50 foot building setback with a 30 foot landscape setback are required.					✓		❖
17	Dock high doors shall be a minimum of 250 feet from the property line of adjacent sensitive receptors ❖ Perris GNG – Recommended Policy in Goal #4 requires a 300-foot separation from dock doors to sensitive receptors, which would result in a building setback of at least 180 feet. When other sides of the building face sensitive receptors, a minimum 50-foot building setback with a 30-foot landscape setback are required.					✓		❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
18	Underground stormwater facilities are preferred over above ground basins. If above ground facilities are needed, these should be designed so that the depth does not require perimeter fencing and can be incorporated as additional landscape buffer ❖ WQMP facilities may be above ground or underground based on the needs of the development; and are required to be landscaped if above ground.					✓		❖
19	If a public address (PA) system is being used in conjunction with a warehouse/distribution facility operation, the PA system shall be oriented away from sensitive receptors and the volume set at a level not readily audible past the property line		✓			✓		✓
20	For buildings with 50 or more dock high doors, site plans are required to identify a planned location for future electric truck charging stations and install conduit to that location. A ratio of one charging station shall be required for every 50 dock high doors					✓		✓
21	On site equipment, such as forklifts, shall be electric with the necessary electrical charging stations provided		✓			✓		✓
22	All building roofs shall be solar-ready						✓	✓
OPERATIONAL CHARACTERISTICS								
23	Encourage replacement of diesel fleets with new model vehicles	✓						✓
24	Require operating the cleanest vehicles available	✓						✓
25	Encourage the installation of clean fueling stations at facilities ❖ Not proposed for Perris, as the addition of fueling stations in warehouses may exacerbate cumulative impacts to sensitive receptors (traffic, air quality, greenhouse gases, and aesthetics)	✓						❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
26	Warehouses greater than 100,000 square feet are required to directly reduce nitrogen and diesel particulate matter emissions (SCAQMD Rule 2305)						✓	✓
27	Require the use of low Volatile organic compounds (VOC) paints and coatings (SCAQMD Rule 1113)						✓	✓
28	On site motorized operational equipment shall be ZE (Zero Emissions)						✓	✓
29	Buildings over 400,000 square feet shall install solar panels so 100% of the power is supplied to operate all nonrefrigerated portions of the facility						✓	
30	Truck operators with TRUs shall be required to utilize electric plug-in units when at loading docks						✓	✓
31	No operation shall be permitted which emits odorous gases or other odorous matter in such quantities as to be dangerous, injurious, noxious, or otherwise objectionable to a level that is detectable with or without the aid of instruments at or beyond the lot line of the property containing said operation or activity						✓	✓
32	Minimize exposure to diesel emissions for residential neighborhoods, schools, parks, playgrounds, day care centers, nursing homes, hospitals, and other public places (sensitive receptors) situated near the industrial uses			✓				✓
33	Facility operators shall maintain records of their facility owned and operated fleet equipment and ensure that all diesel fueled Medium-Heavy Duty Trucks (MHD) and Heavy-Heavy Duty (HHD) trucks with a gross vehicle weight rating greater than 19,500 pounds use year CARB compliant 2010 or newer engines. Records should be made available to the County		✓					✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
34	Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations		✓					✓
SCREENING (WALLS AND LANDSCAPING)								
35	Warehouse building larger than 50,000 square feet – provide a 10-foot-wide landscape setback and 10-foot-high solid decorative wall when adjacent to sensitive receptor ❖ Perris GNG – Recommended Policy in Goal #4 requires a 30-foot-wide landscape setback when adjacent to sensitive receptors. In addition, a separate policy in Goal # 4 requires a 14-foot-high decorative block wall, architecturally consistent with the building, and an 8-foot high berming to soften the view of the wall from the public right of way.						✓	❖
36	Warehouse building smaller than 50,000 square feet – provide a 10-foot-high solid decorative wall ❖ Perris GNG – Recommended Policy in Goal #4 requires a 30-foot-wide landscape setback when adjacent to sensitive receptors. In addition, a separate policy in Goal # 4 foot requires a 14-foot-high decorative block wall, architecturally consistent with the building, and an 8-foot high berming to soften the view of the wall from the public right of way.						✓	❖
37	Trees within the landscape buffer setback shall be evergreen, drought tolerant, minimum 36-inch box, and be spaced at no greater than 40 feet on center. Palm trees shall not be utilized ❖ Perris GNG – Recommended Policy in Goal #4 requires evergreen trees along the landscape buffer setback, at least 25 feet in height and planted a distance of 20 feet on center. Palm trees shall not be utilized.						✓	❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside¹	City of Riverside	City of Moreno Valley	City of Menifee²	City of Fontana	City of Perris³
38	Ensure that sensitive receptors are screened from industrial uses using appropriate wall design and heights			✓		✓		✓
39	Require landscaping to soften the potential impacts on sensitive receptors from industrial uses			✓		✓		✓
40	Sites shall be densely screened with landscaping along all bordering streets and adjacent sensitive receptors with trees spaced no further apart than 25 feet on center. Fifty percent of the landscape screening shall include a minimum of 36-inch box trees.	✓						✓
41	All landscaping shall be irrigated for the life of the facility	✓					✓	✓
42	An additional wing wall shall be installed perpendicular to the loading dock areas to further attenuate noise related to truck activities and also address aesthetics by screening the loading area when adjacent to sensitive receptors	✓				✓		✓
43	Dock doors shall be located where they are not readily visible from sensitive receptors or major roads. If it is necessary to site dock doors where they may be visible, a method to screen the dock doors shall be implemented. A combination of landscaping, berms, walls, and similar features shall be considered	✓				✓		✓
44	A minimum of 50% of site plantings shall be evergreen broadleaf tree species					✓		✓
45	Front setbacks shall include a minimum 25-foot landscape planter. For property lines adjacent to a sensitive receptor, side setbacks shall include a minimum 10-foot landscape planter, and rear setbacks shall include a minimum 5-foot landscape planter ❖ Perris GNG – Recommended Policy in Goal #4 requires a 30-foot-wide landscape setback when adjacent to sensitive receptors. Side and rear setbacks shall be required in accordance with the Codes.					✓		❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
TRUCK IDLING								
46	Restrict diesel engine idling to 5 minutes or less (SCAQMD Rule 2485)		✓		✓		✓	✓
47	Restrict idling within the facility to less than 10 minutes ❖ This is not consistent with SCAQMD Rule 2485. ❖ Perris GNG – Recommended Policy in Goal #2 restricts diesel engine and construction equipment idling to 5 minutes or less, in accordance with SCAQMD Rule 2485.	✓						❖
48	Restrict diesel truck idling to 3 minutes (post signs along entrances and in dock areas) ❖ Perris GNG – Recommended Policy in Goal #2 restricts diesel engine and construction equipment idling to 5 minutes or less, in accordance with SCAQMD Rule 2485.						✓	❖
49	Require the installation of hooks ups to eliminate idling of refrigeration units	✓			✓			✓
50	A driver of a vehicle must turn off the engine upon stopping at a destination		✓		✓			✓
51	Equipment operator of a TRU (Transportation Refrigeration Unit) must not cause a TRU to operate while stationary unless the vehicle is lawfully parked and not within 500 feet of a school unless the operator is actively engaged in the process of loading or unloading cargo or is waiting in a queue to load or unload for a period not to exceed 2 hours				✓			✓
52	Promote the installation of on-site electric hook ups to eliminate the idling of main and auxiliary engines during loading and unloading of cargo and when trucks are not in use			✓	✓	✓		✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

Policies		WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
53	Facility operators shall train their managers and employees on efficient scheduling and load management to eliminate unnecessary queuing and idling of trucks	✓	✓					✓
54	Facility operators shall require their drivers to park and perform any maintenance of trucks in designated on site areas and not within the surrounding community or on public streets	✓	✓					✓
55	Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with AQMD rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible		✓				✓	✓
56	Provide informational flyers and pamphlets for truck drivers about the health effects of diesel particulates and importance of being a good neighbor	✓						✓
57	Encourage facility owners/management to have site visits with neighbors and the community to view measures taken to reduce/and or eliminate diesel particulate emissions	✓						✓
58	Encourage facility owners/management to coordinate an outreach program that will educate the public	✓						✓
59	Provide facility owners/management with the necessary resources from CARB and SCAQMD and encourage the utilization of those resources	✓						✓
60	Applicant shall engage in a community outreach effort to determine issues of concern during the project entitlement process		✓				✓	✓
61	Applicant should look beyond the immediate development footprint and look for opportunities to enhance the surrounding community through upgrades such as street paving, walls, bicycle lanes, bus turnouts, landscaping and other types of infrastructure improvements							✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
62	Applicant may be required to provide a supplemental funding contribution to further offset potential air quality impacts to the community and provide a community benefit beyond any CEQA related mitigation measures		✓					✓
TRUCK CIRCULATION/ ENTRY AND EXIT								
63	Obtain approval for turning templates to verify truck turning movements at entrance and exit driveways and street intersections adjacent to industrial buildings. Truck entries shall be located on Collector Streets. Vehicle entries shall be designed to prevent truck access on streets that are not Collector Streets ❖ Perris GNG – Recommended Policy in Goal #3 requires adequate turning movements at entrance and exit driveways be provided subject to City approval.						✓	❖
64	Clearly specify primary entrance and exit points	✓						✓
65	Site design shall allow for trucks to check within facility area to prevent queuing of trucks on the street	✓						✓
66	Establish a Truck Routing Plan consistent with the City's truck route and that avoids sensitive receptors	✓	✓	✓	✓		✓	✓
67	Truck traffic shall generally be routed to impact the least number of sensitive receptors				✓			✓
68	Consider exits and entries of existing warehouses and avoid locating sensitive receptors near these areas	✓	✓	✓				✓
69	Prevent the queuing of trucks on streets or elsewhere outside the facility			✓				✓
70	The general queuing and spillover of trucks onto surrounding public streets shall be prevented		✓					✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
71	To the extent possible, establish separate entry and exit points within a warehouse/distribution facility for trucks and vehicles to minimize vehicle/truck conflicts		✓					✓
72	Entry gates to loading docks shall be installed a minimum of 140 feet from the beginning of the stacking lane. The stacking lane shall be increased by 70 feet every 20 loading docks beyond 50 docks. Queuing on public streets is prohibited ❖ Perris GNG – Recommended Policy in Goal #3 requires check in gates and/or guard booths to be positioned with a minimum of 150 feet inside the property line for on-site truck queuing. An additional 75 feet of on-site queuing shall be added for every 20 loading docks beyond 40 up to 300 feet. Multiple lanes (minimum lane width 12 feet) are permitted to achieve the required queuing. The general queuing and spillover of trucks onto the surrounding public streets are prohibited. Commercial trucks and/or trailers shall not be parked on the public right of way or adjacent to sensitive receptors						✓	❖
73	Check in gates and/or guard booths are required to be positioned with a minimum of 150 feet inside the property line for on-site truck queuing. An additional 75 feet of on-site queuing shall be added for every 20 loading docks beyond 40 up to 300 feet. Multiple lanes (minimum lane width 12 feet) are permitted to achieve the required queuing. The general queuing and spillover of trucks onto the surrounding public streets are prohibited. Commercial trucks and/or trailers shall not be parked on the public right of way or adjacent to sensitive receptors					✓		✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
74	Require low energy use features, low water use features, all-electric vehicles (EV) parking spaces and charging facility, carpool/vanpool parking spaces, and short- and long-term bicycle parking facilities (Title 24 of the California Code of Regulations – CALGreen)						✓	✓
PARKING								
75	Establish overnight parking within the warehouse/distribution center	✓						✓
76	Allow homeowners in the trucking business to acquire permits to park vehicles on property, residential areas or streets ❖ This policy would allow truck traffic in residential areas and conflict with the intent of these guidelines.	✓						❖
77	It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any vacant lot or unimproved nonresidential property in the city				✓			✓
78	It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any vacant lot or unimproved Commercially zoned property for the purpose other than doing business at the site, and/or remaining parked or standing for longer than reasonably appropriate to do such business				✓			✓
79	It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any highway, street or road which is adjacent to a parcel upon which there exists a public facility				✓			✓
80	It is unlawful to park or leave standing any commercial vehicle weighing 10,000 pounds or more on any highway, street, road, alley, or private property within any residential district within the City				✓			✓
81	It is unlawful to park or leave standing any vehicle on any highway, street, road, or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency				✓			✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
82	Warehouse/ distribution facilities shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on site queuing for trucks away from sensitive receptors. Commercial trucks shall not be parked in the public right of way or nearby residential areas		✓			✓		✓
83	A minimum of 5% or as required by the Cal Green Code, whichever is greater of employee parking spaces shall be designated for electric or other alternative fueled vehicles		✓					✓
84	Passenger vehicles parking should be separated from enclosed truck parking/truck court, and have separate primary access					✓		✓
85	No parking shall be permitted in the landscape setback area					✓		✓
86	At least 10% of all passenger vehicle parking spaces shall be electric vehicle (EV) ready. At least 5% of all passenger vehicle parking spaces shall be equipped with working Level 2 Quick charge EV charging stations installed and operational, prior to building permit issuance. Signage shall be installed indicating EV charging stations and that spaces are reserved for clean air/EV vehicles.						✓	✓
SIGNS								
87	Post signs requiring to turn off truck engines when not in use	✓						✓
88	Require signage about CARB regulations	✓						✓
89	Provide signage or flyers identifying where the closest restaurant, lodging, fueling stations, truck repair facilities, and entertainment can be found	✓	✓	✓	✓	✓		✓
90	Post signs indicating a 3-minute diesel truck idling restriction ❖ Perris GNG – Recommended Policy in Goal #2 restricts diesel engine and construction equipment idling to 5 minutes or less, in accordance with SCAQMD Rule 2485.					✓	✓	❖
91	All signs shall be legible, durable, and weather-proof					✓	✓	✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
92	Signs and drive aisle pavement markings shall clearly identify the onsite circulation pattern to minimize unnecessary on-site vehicular travel						✓	✓
93	Facility operators shall post signs in prominent locations indicating that off-site parking for any employee, truck, or other operation related vehicle is strictly prohibited					✓	✓	✓
94	Signs shall be installed at all truck exit driveways directing truck drivers to the truck route as indicated in the Truck Routing Plan and State Highway System						✓	✓
95	Signs shall be installed in public view with contact information of facility operator and SCAQMD for complaints related to excessive dust, fumes, or odors, and truck and parking complaints. Any complaints made to the facility operator shall be answered within 72 hours of receipt.	✓	✓				✓	✓
96	Require on site signage for directional guidance to trucks entering and exiting the facility to minimize potential impacts on sensitive receptors		✓	✓				✓
97	Signs should be posted in the appropriate locations that state parking and maintenance of all trucks is to be conducted within designated areas and not within the surrounding community or on public streets		✓					✓
98	During construction, signs are required to be in public view with contact information for a designated representative of the building occupant and an SCAQMD representative who is designated to receive complaints about excessive dust, fumes, or odors on this site					✓		✓
REQUIREMENTS DURING CONSTRUCTION								
99	During construction, all heavy-duty haul trucks shall have CARB-compliant 2010 engines or newer approved CARB engine standards		✓					✓
100	All diesel fueled off-road construction equipment greater than 50 horsepower shall be equipped with CARB Tier 4 Compliant engines. If		✓					✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
	Tier 4 equipment is not available within 50 miles of the project site, Tier 3 or cleaner off road construction equipment may be utilized							
101	The maximum disturbance area shall not exceed 10 acres per day. Non grading construction activities in areas greater than 10 acres is allowed ❖ The quantity of disturbed areas during grading and non-grading activities are determined by the analysis conducted in the project specific environmental assessment.		✓					❖
102	Construction contractor shall utilize construction equipment with properly operating and maintained mufflers, consistent with manufacturer's standards		✓					✓
103	Construction contractors shall locate or park all stationary construction equipment away from sensitive receptors nearest the project site, to the extent practicable		✓					✓
104	The surrounding streets shall be swept on a regular basis to remove any construction related debris and dirt		✓			✓		✓
105	Appropriate dust control measures that meet the SCAQMD standards shall be implemented for grading and construction activity		✓					✓
106	Construction equipment maintenance records and data sheets, as well as any other records necessary to verify compliance with CARB standards shall be kept on site and furnished to the County upon request		✓			✓		✓
107	Construction contractors shall prohibit truck drivers from idling more than 5 minutes and require operators to turn off engines when not in use		✓					✓
108	During construction, the Transportation & Land Management Agency representative shall conduct an on-site inspection with a facility representative to verify compliance with these policies, and to identify other opportunities to reduce construction impacts		✓					❖

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
	❖ Perris GNG – Recommended Policy in Goal #6 requires applicant to submit a monthly report to the City demonstrating compliance with the construction related policies.							
109	Prepare a construction traffic control plan prior to grading, detailing the locations of equipment staging areas material stockpiles, proposed road closures, and hours of construction operations to minimize impacts to sensitive receptors		✓			✓		✓
110	Minimize noise from construction activities			✓				✓
111	The maximum daily disturbance area (actively graded area) shall be determined by the Air Quality Study					✓		✓
112	Use of the most readily available technology (CARB Tier 3, Tier 4 Interim, and Tier 4 Compliant equipment)					✓		✓
113	Designate an area of the construction site where electric-powered construction vehicles and equipment can charge if the utility provider can feasibly provide temporary power for this purpose					✓		✓
114	Prepare a construction traffic control plan prior to grading, detailing the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations to minimize impacts to sensitive receptors					✓		✓
CEQA AND TECHNICAL REPORTS								
115	In compliance with CEQA, conduct SCAQMD URBEMIS and EMFAC computer models to identify the significance of air quality impacts on sensitive receptors			✓				✓
116	Require an air quality analysis to ensure air quality protection, in accordance with the Air Quality Management District (AQMD) guidelines, for both project specific and cumulative impact analysis		✓	✓		✓		✓
117	Require Health Risk Assessments for industrial uses within 1,000 feet of sensitive receptors in accordance with AQMD guidelines		✓	✓		✓		✓

**GOOD NEIGHBOR GUIDELINES
POLICIES ADOPTED BY WRCOG AND SURVEYED JURISDICTIONS**

	Policies	WRCOG	County of Riverside ¹	City of Riverside	City of Moreno Valley	City of Menifee ²	City of Fontana	City of Perris ³
118	A Noise Impact Analysis shall be prepared to evaluate potential impacts to the neighboring properties. It shall include construction and operation noise impacts, including stationary and off-site increases to ambient noise levels		✓					✓
119	Require Transportation Demand Management Measures for industrial uses with over 100 employees to reduce work related vehicle trips			✓		✓		✓

Notes:

1. County of Riverside: Guidelines apply to 250,000 sq. ft. warehouses with more than 20 docks
2. City of Menifee: Guidelines apply to 100,000 sq. ft. warehouses or any size with more than 10 docks
- ❖ **Symbol is used when recommended policies in the City of Perris GNG-2022 exceed the requirements adopted by other jurisdictions or to clarify the reason for not recommending a specific policy.**

ATTACHMENT 3

LEED Building Certification Qualification Summary and Checklist (For Information Purpose Only)

LEED SUMMARY

What is LEED?

- LEED stands for Leadership in Energy and Environmental Design.
- It was developed by the U.S. Green Building Council (USGBC) in 1993 and is recognized worldwide as a sustainable standard for development. As of 2022, there are 144,915 LEED certified buildings worldwide.
- LEED is a certification program that uses a rating system for the design, construction, operation, and maintenance of sustainable buildings implementing the latest in Green Building Technology.
- LEED Certification is applicable to new and existing buildings.

LEED Certification Process

- First, the developer has to sign-up to be a USGBC member to register the project
- LEED Certification is granted by the Green Building Certification Institute using third parties to verify project compliance
- Certification is valid for 3 years, and data must be reported annually to keep the Certification
- There are six types of certifications in which each will have sub-categories
 1. Building Design and Construction Certification – for new construction or major renovations
 2. Interior Design and Construction Certification – for sustainable interior spaces
 3. Operations and Maintenance Certification – for buildings operating for at least a year
 4. Residential Certification – for single-family and multi-family projects
 5. Cities and Communities Certification – provides cities and communities with a globally consistent way to measure and communicate sustainable performance
 6. Recertification – recertifies buildings after expiration of Certification, which helps maintain and improve building sustainability

How LEED Works

- Each certification verification process will utilize a checklist. This specific checklist is the Building Design and Construction, or BD+C, in the sub-category: Warehouse and Distribution Centers
- Certification is achieved by earning points by adhering to prerequisites and credits that address carbon, energy, water, waste, transportation, materials, health, and environmental quality
- So, points are earned when the designer and developer meet credit criteria on the checklist.

Achieving LEED Certification

- The cumulative number of points earned during the verification process determines the level of Certification.
- A project must meet a minimum of 40 points to be certified to LEED, and more points for higher levels of Certification, as shown in the checklist.
- Green Building Certification Institute (GBCI) will award one of the following LEED Certification Levels, which is valid for 3 years. After 3 years, a recertification is required to maintain the building's Certification.
- Projects are required to enter data and metrics annually to maintain their Certification, or else they will lose their Certification



LEED v4 for BD+C: New Construction and Major Renovation Project Checklist

Project Name:
Date:

Y	?	N	Credit	Integrative Process	1
0	0	0	0	Location and Transportation	16
X			Credit	LEED for Neighborhood Development Location	16
			Credit	Sensitive Land Protection	1
			Credit	High Priority Site	2
			Credit	Surrounding Density and Diverse Uses	5
			Credit	Access to Quality Transit	5
			Credit	Bicycle Facilities	1
			Credit	Reduced Parking Footprint	1
			Credit	Green Vehicles	1
0	0	0	0	Sustainable Sites	10
Y			Prereq	Construction Activity Pollution Prevention	Required
			Credit	Site Assessment	1
			Credit	Site Development - Protect or Restore Habitat	2
			Credit	Open Space	1
			Credit	Rainwater Management	3
			Credit	Heat Island Reduction	2
			Credit	Light Pollution Reduction	1
0	0	0	0	Water Efficiency	11
Y			Prereq	Outdoor Water Use Reduction	Required
Y			Prereq	Indoor Water Use Reduction	Required
Y			Prereq	Building-Level Water Metering	Required
			Credit	Outdoor Water Use Reduction	2
			Credit	Indoor Water Use Reduction	6
			Credit	Cooling Tower Water Use	2
			Credit	Water Metering	1
0	0	0	0	Energy and Atmosphere	33
Y			Prereq	Fundamental Commissioning and Verification	Required
Y			Prereq	Minimum Energy Performance	Required
Y			Prereq	Building-Level Energy Metering	Required
Y			Prereq	Fundamental Refrigerant Management	Required
			Credit	Enhanced Commissioning	6
			Credit	Optimize Energy Performance	18
			Credit	Advanced Energy Metering	1
			Credit	Demand Response	2
			Credit	Renewable Energy Production	3
			Credit	Enhanced Refrigerant Management	1
			Credit	Green Power and Carbon Offsets	2
0	0	0	0	Materials and Resources	13
Y			Prereq	Storage and Collection of Recyclables	Required
Y			Prereq	Construction and Demolition Waste Management Planning	Required
			Credit	Building Life-Cycle Impact Reduction	5
			Credit	Building Product Disclosure and Optimization - Environmental Product Declarations	2
			Credit	Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
			Credit	Building Product Disclosure and Optimization - Material Ingredients	2
			Credit	Construction and Demolition Waste Management	2
0	0	0	0	Indoor Environmental Quality	16
Y			Prereq	Minimum Indoor Air Quality Performance	Required
Y			Prereq	Environmental Tobacco Smoke Control	Required
			Credit	Enhanced Indoor Air Quality Strategies	2
			Credit	Low-Emitting Materials	3
			Credit	Construction Indoor Air Quality Management Plan	1
			Credit	Indoor Air Quality Assessment	2
			Credit	Thermal Comfort	1
			Credit	Interior Lighting	2
			Credit	Daylight	3
			Credit	Quality Views	1
			Credit	Acoustic Performance	1
0	0	0	0	Innovation	6
			Credit	Innovation	5
			Credit	LEED Accredited Professional	1
0	0	0	0	Regional Priority	4
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
			Credit	Regional Priority: Specific Credit	1
0	0	0	0	TOTALS	Possible Points: 110

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

ATTACHMENT 4

Planning Commission Staff Report Only Dated August 17, 2022

Planning Commission Staff Report and Exhibits Available at:

<https://www.cityofperris.org/home/showpublisheddocument/15468/637988593633900000>



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITAL

MEETING DATE:

August 17, 2022

SUBJECT:

Industrial Good Neighbor Policy Resolution 22-19 – A resolution to consider implementation of "Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities," aimed at minimizing environmental impacts associated with warehouse/distribution facilities in proximity to sensitive receptors in the City of Perris. **Applicant:** City of Perris

REQUESTED ACTION:

Adopt Resolution No. 22-19, recommending the City Council adopt the "Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities"; and **Determine** the Resolution is exempt from the California Environmental Quality Act Guidelines (CEQA) pursuant to Sections 15060(c)(3) and 15061(b)(3), as this Resolution will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

CONTACT:

Kenneth Phung, Director of Development Services

PROJECT DESCRIPTION AND BACKGROUND:

In September 2005, the Western Riverside Council of Governments (WRCOG) and the Regional Air Quality Task Force (RAQTF) approved the Good Neighbor Guidelines for Siting New and/or Modified Warehouse Distribution Facilities (WRCOG Guidelines).

The Inland Empire region, including the City of Perris, has been the epicenter of warehouse development in the State. Since early 2000 nearly 30 million square feet of industrial developments have already been constructed or near completion in Perris, with another 5 million square feet of industrial already entitled, and another approximately 9 million square feet of industrial developments in twenty-three total projects currently going through the entitlement process. Due to the cumulative number of industrial projects, the City Council directed staff to prepare an industrial Good Neighbor Guidelines for the 15 percent of remaining industrial land in the northern part of Perris (i.e., PVCC Specific Plan) and 35 percent of remaining industrial land in the southern part of Perris.

The proposed industrial Good Neighbor Guidelines (GNG – 2022) is a modified version of the WRCOG's RAQTF Guidelines that includes goals and policies intended to assist Planning

Departments, developers, property owners, elected officials, community organizations, and the general public, mitigate the potential impacts associated with the rapid growth of the logistics industry near sensitive receptors in the City of Perris. Although City staff already works with the industrial development community to implement many of the goals and policies proposed in the GNG, adopting the policy will formalize what is expected from industrial development, particularly closer to sensitive receptors.

The proposed GNG - 2022 (Exhibit B) acknowledges that construction and operation of warehouse projects can come with significant environmental and public health impacts for nearby sensitive receptors. In order to provide a predictable business environment compatible with existing sensitive receptors, staff researched other jurisdictions, including the County of Riverside, City of Riverside, City of Fontana, City of Moreno Valley, and City of Menifee, and identified a set of minimum standards and guidelines that will help implement specific goals for the betterment of the Perris community (Exhibit C).

RECOMMENDATIONS FOR IMPLEMENTATION OF THE "GOOD NEIGHBOR GUIDELINES" (GNG – 2022)

The proposed goals and policies in the GNG-2022 aim at balancing economic growth, industrial development, and business success while implementing methods for the reduction of potential negative impacts on sensitive receptors (Exhibit C). Implementation of the Perris GNG -2022 will benefit areas including Neighborhood Character; Reduction of Engine Emissions; Elimination of Trucks in Residential Areas; Buffers between Warehouses and Sensitive Receptors; Educational Training, Public Outreach, and Community Engagement; Best Construction Practice; and Compliance with State Environmental Requirements.

The Perris GNG – 2022 includes most of the policies adopted by nearby jurisdictions surveyed by staff and newly created goals and policies that go and beyond nearby jurisdictions are requiring from warehouses when adjacent to sensitive receptors.

The following highlights the newly created goals and policies as they pertain to the areas that will benefit from the implementation of the Perris GNG – 2022:

Neighborhood Character

The City of Perris is experiencing development of vacant properties with industrial buildings, primarily large in size. Although some of these properties may be zoned for industrial uses, they are located near residential uses or other sensitive receptors. To help protect the neighborhood character of the community, the Perris GNG-2022 recommends the following highlights:

Goal #1: Protect the neighborhood characteristics of the urban, rural, and suburban communities

- **LEED Certification.** Any industrial project 400,000 square feet in size or requiring the preparation of an Environmental Impact Report (EIR) shall be designed to obtain Silver LEED Certification.

Reduction of Engine Emissions

Emissions from construction equipment and activities associated with warehouse/distribution facilities have an impact on the environment and the health of people working on and living near industrially developed sites. Business owners and operators play important roles in reducing diesel emissions. To help protect the health of on-site personnel and the community, the Perris GNG-2022 recommends the following highlights:

Goal #2: Minimize exposure to diesel emissions to neighbors that are situated in close proximity to the warehouse/distribution center

- **Solar Panels.** Buildings over 400,000 square feet shall install solar panels so 100% of the power is supplied to the office area of the facility, unless it is restricted due to the March Air Force Base Accident Potential Zone.

Elimination of Trucks in Residential Areas

To protect commercial and residential neighborhoods, in 1972 the City of Perris adopted truck routes, truck route regulations, and enforcement procedures. At the time Perris was predominately undeveloped and primarily an agricultural community. The City has since significantly grown with a population of approximately 80,000 people with a mixture of residential, commercial, and industrial uses, and the need has arisen to separate truck traffic from auto traffic beyond a policy standard point by strategically conditioning industrial projects with truck traffic to be directed away from residential and commercially zoned areas. Most recently, in January 2022, the City Council approved an update to the City's designated truck routes in the northern area of town, including the Perris Valley Commerce Center Specific Plan (PVCC-SP) that excludes Perris Boulevard and Ramona Expressway. In July 2022, the City of Perris approved the removal of truck routes in the central and southern areas of town away from the residential areas. To supplement the recently approved changes, the Perris GNG - 2022 recommends the following highlights:

Goal #3: Eliminate diesel trucks from unnecessary traversing through residential neighborhoods

- **Truck Routing Plan.** Truck routing plans must be consistent with the City of Perris Truck Route Plan;

Buffers between Warehouses and Sensitive Receptors

Currently, there is minimum distance requirement separating warehouses/distribution centers from sensitive receptors. The Codes include building/ yard setbacks and landscaping, ranging from zero and 50 feet, which are too small, insufficient, and provides minimum protection. In order to address need for adequate buffer, the Perris GNG-2022 recommends the following highlight:

Goal #4: Provide Buffers between Warehouses and Sensitive Receptors

- **Landscape Setback.** A minimum 30-foot landscape setback shall be provided along property lines when adjacent to sensitive receptors.

- **Trees Specifications.** Trees along the landscape setback shall include evergreen trees and consist of a minimum height of 25 feet, and shall be planted a distance of 20 feet on center. Palm trees shall not be utilized.
- **Percentage of Landscaping.** Percentage of landscaping for projects in the General Industrial (GI) Zone shall be increased from 10 to 12 percent and projects in the Light Industrial (LI) Zone shall be increased from 12 to 14 percent.
- **Screening of Loading Areas.** Loading areas shall be screened with a 14-foot-high decorative block wall, architecturally consistent with the building, and an 8-foot high berming to soften the view of the wall from the public right of way.
- **Building Architecture Details.** The architecture of the building shall include at least two materials (e.g., stone, brick, metal siding, etc.) and consist of a variation in plane and form, varied roof lines, pop-outs, recessed features, which are intended to result in interior and exterior areas that can be used by the general public, visitors, and employees.

Educational Training, Public Outreach, and Community Engagement

The Codes do not require warehouse/distribution center operators to conduct training or community outreach. Typically, staff recommends that applicants engage with the community and train employees. The Perris GNG-2022 recommends the following highlights:

Goal #5: Establish an Education Program to Inform Truckers of Health Effects of Diesel Particulate and Conduct Community Outreach to Address Residents' Concerns

- **Notification.** Provide adequate notification to property owners within 300 feet or at least 25 property owners, whichever is greater.

Best Construction Practice

The Perris GNG – 2022 policies are intended to ensure best construction practice in accordance with State Requirements to limit emissions and impacts to sensitive receptors. The Perris GNG-2022 recommends the following highlights:

Goal #6: Implement Construction Practice Requirements in Accordance with State Requirements to Limit Emissions and Noise Impacts from Building Demolition, Renovation, and New Construction

- **Monthly Construction Report.** The applicant shall provide monthly reports to the City demonstrating compliance with all the construction related policies.

Compliance with State Environmental Requirements

All projects are required to comply with the California Environmental Quality Act (CEQA) Guidelines and Environmental Agencies, including SCAQMD for the preservation and enhancement of the California's public health, safety, and the environment.

To help protect the health of on-site personnel and the community, the Perris GNG-2022 recommends the following highlights:

Goal #7: Ensure Compliance with the California Environmental Quality Act (CEQA) and State Environmental Agencies.

CONCLUSION

The minimum guidelines and standards recommended for warehouse/distribution facilities in the City's GNG-2022 will help protect residents' health without posing undue burdens on economic development.

ENVIRONMENTAL DETERMINATION:

The proposed Industrial Good Neighbor Policy Resolution is exempt from the California Environmental Quality Act Guidelines (CEQA) pursuant to Sections 15060(c)(3) and 15061(b)(3), as this Resolution will not result in a direct or reasonably foreseeable indirect physical change in the environment, nor will it have a significant effect upon the environment.

RECOMMENDATION:

Staff recommends the Planning Commission adopt Resolution No. 22-19, recommending the City approve the Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are included in the General Fund Budget.

Prepared by: Patricia Brenes, Planning Manager
REVIEWED BY: Kenneth Phung, Development Services Director

EXHIBITS:

- ~~A. Planning Commission Resolution 22-19 including Exhibit 1 - Proposed Good Neighbor Guidelines for Siting New/Modified Warehouse/Distribution Facilities – Perris GNG 2022~~
- ~~B. Good Neighborhood Guidelines Survey of Nearby Jurisdictions~~
- ~~C. LEED Banding Certification Qualification Summary and Checklist (Informational Purpose Only)~~