



*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 6046**

**Tuesday, October 11, 2022  
6:30 P.M.**

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

***CLOSED SESSION:*** 5:45 P.M.

***ROLL CALL:***

Rabb, Rogers, Nava, Corona, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government  
Code Section 54956.9(d)(1); 3 cases:
1. City of Menifee v. City of Perris CVRI2203040
  2. Panattoni Development Company, Inc. v. City of Perris  
CVRI2203028
  3. Cado Menifee, LLC v. City of Perris CVR12203602

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

**2. *ROLL CALL:***

Rabb, Rogers, Nava, Corona, Vargas

**3. INVOCATION:**

Pastor Joe Muñoz  
Vida Christian Church  
251 North Perris Blvd. Perris, CA 92570

**4. PLEDGE OF ALLEGIANCE:**

Councilmember Rabb will lead the Pledge of Allegiance.

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

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

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

**7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:**

**8. PUBLIC COMMENT/CITIZEN PARTICIPATION:**

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

**9. APPROVAL OF MINUTES:**

A. Consideration to approve the minutes of the Regular Joint Meeting held on September 27, 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 approve Extension of Time No. 22-05260-an extension of time request for Tentative Tract Map No. 33973 located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Howard Mitzman)

B. Consideration to adopt Proposed Resolution Number (next in order) approving a Deposit and Reimbursement Agreement with Pulte Homes Company, LLC in

connection with the proposed Community Facilities District designated as Community Facilities District No. 2022-3 (Stratford Ranch) (“CFD 2022-3”).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING AND ORDERING THE EXECUTION OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT AGREEMENT WITH PULTE HOME COMPANY, LLC AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

- C. Consideration to adopt the Traffic Control Plan and approve a lane closure at Perris Boulevard and Ramona Expressway for the Ramona Expressway and Perris Boulevard Block Wall Project.
- D. Consideration to approve a contract with SitelogIQ to perform a comprehensive audit of City facilities and Parks for energy, gas and water savings and efficiency.

**11. PUBLIC HEARINGS: NO 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.***

**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. Update regarding Assembly Bill 2449.

Introduced by: City Attorney Robert Khuu

PUBLIC COMMENT

**13. COUNCIL COMMUNICATIONS:**

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

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

**14. CITY MANAGER'S REPORT:**

**15. ADJOURNMENT:**

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

**COVID-19 REMOTE PUBLIC COMMENT/CITIZEN PARTICIPATION**

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

**ZOOM MEETING INFORMATION**

When: October 11, 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\\_MjuRVSoWTQ61KzTK7ZT17w](https://us06web.zoom.us/webinar/register/WN_MjuRVSoWTQ61KzTK7ZT17w)

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



9.A.

# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** October 11, 2022

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on September 27, 2022

**CONTACT:** Nancy Salazar, City Clerk *NS*

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**BACKGROUND/DISCUSSION:** None

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

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

**REVIEWED BY:**

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

Attachments: 1. Minutes-September 27, 2022-Regular Joint City Council Meeting

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

# ATTACHMENT 1

Minutes-September 27, 2022 Regular Joint City Council Meeting

# ***CITY OF PERRIS***

## **MINUTES:**

Date of Meeting: September 27, 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: Corona, Rabb, Rogers, Nava, Vargas**

**Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Economic Development and Housing Manager Ogawa and Attorney (formerly titled City Attorney) Dunn**

- 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.

**Mayor Vargas called the Regular City Council meeting to order at 6:32 p.m.**

- 2. ROLL CALL:

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

**Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, City Engineer McKibbin, Police Captain Sims, Fire Chief Barnett, 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 Rose Anderson  
Cry Aloud Temple Church

25920 Iris Ave. #228  
Moreno Valley, CA 92551

4. PLEDGE OF ALLEGIANCE:

**Mayor Pro Tem Corona led the Pledge of Allegiance.**

5. REPORT ON CLOSED SESSION ITEMS:

**City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda and noted that no reportable action was taken.**

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Recognition of the 2022 IMMAF 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:

**The report was given by Youth Advisory Committee Vice-President Jasmine Lomeli.**

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

A. Approved the Minutes of 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.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

**Director of Community Services Sabrina Chavez noted that a revised staff report for item 10.C. had been distributed containing a revised amount for**



**the contract, in the Fiscal Impact section of the report.**

**Mayor Pre Tem Corona requested clarification regarding item 10.E.**

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

- A. Adopted the Second Reading of Ordinance Number 1419 adjusting the compensation of the Mayor and the City Councilmembers.

The Second 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

- B. Adopted Resolution Number 6045 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)

Resolution Number 6045 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. Awarded 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. Awarded 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. Adopted Resolution Number 6046 to continue Tele/Video-Conference Meetings during COVID-19 State of Emergency pursuant to the Provisions of AB 361.

Resolution Number 6046 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. Adopted Resolution Number 6047 adopting a Conflict of Interest Code and amending the List of Designated Positions.

Resolution Number 6047 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. Approved the Second Amendment to Lease Agreement with Grove Community Church for the property located at 11 South D Street, APN 313-091-001.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Number 6048 approving the City's CDBG 2021-2022 Third Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

Resolution Number 6048 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)

**Principal Management Analyst Sara Cortes de Pavon gave the presentation on this item.**

**The Mayor opened the Public Hearing at 7:18 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:18 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve Resolution Number 6048, as presented.

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

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

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

**This item was introduced by Director of Public Work Bryant Hill and turned over to Josh Steeber of SitelogIQ for the presentation.**

**Councilmember Rabb left the City Council Chambers at 7:28 p.m. and returned at 7:30 p.m.**

**Councilmember Nava left the City Council Chambers at 7:31 p.m. and returned at 7:33 p.m.**

**The following Councilmember's Spoke:  
Vargas**

**Nava**

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

**Direction was given by the City Council to proceed with the audit.**

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

**City Manager Clara Miramontes introduced the item and turned it over to Arnold San Miguel of the Southern California Association of Governments, for the presentation.**

**Councilmember Rogers left the City Council Chamber at 7:45 p.m. and returned at 7:47 p.m.**

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

- C. Adopted Resolution Number 6049 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)

Resolution Number 6049 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

**Director of Development Services Kenneth Phung introduced the item and turned it over to Planning Manager Patricia Brenes for the**

**presentation.**

**The following Councilmember's spoke:**

**Nava**

**Corona**

**Vargas**

**The Mayor called for Public Comment. The following people spoke at Public Comment:**

**Bill Blankenship**

**Lou Monville**

**Derek Barbour**

**The following Councilmember's spoke:**

**Vargas**

**Corona**

**Rabb**

**Nava**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6049, modifying the number of trees required to provide 1 tree per 2500 sq. ft. of building space.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona, Marisela Nava

ABSENT:

ABSTAIN:

13. COUNCIL COMMUNICATIONS:

**The following Councilmember's spoke:**

**Nava**

**Rogers**

**Rabb**

**Corona**

**Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:50 p.m.**

**Respectfully Submitted,**

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**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** October 11, 2022
- SUBJECT:** Extension of Time No. 22-05260 - An extension of time request for Tentative Tract Map No. 33973 located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. Applicant: Howard Mitzman.
- REQUESTED ACTION:** APPROVE a one-year Extension of Time (22-05260) for Tentative Tract Map No. 33973, until May 27, 2021, for subdivision of a 153.7-acre property into 384 single-family lots, including a 25.4-acre community park and open space.
- CONTACT:** Kenneth Phung, Development Services Director

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### BACKGROUND/DISCUSSION:

On May 27, 2008, the City Council approved Tentative Tract Map No. 33973 to subdivide 153.7 vacant acres into 384 single-family lots (2.5 dwelling units per gross acres), a 25.4-acre community Park, and an open space lot, subject to the enclosed Conditions of Approval. The lot size ranges from 6,000 to 15,292 square feet, with an average lot size of 8,147 square feet. The tentative tract map is located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, and east of Sophie Street (APNs: 345-310-001, -005, -006, and -014 and 345-320-001). The applicant is now requesting the fifth of six maximum one-year extensions of time, extending the expiration of the map to November 27, 2023.

### TENTATIVE TRACT MAP EXTENSION:

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved or conditionally approved by the City Council unless time extensions are granted before the map expires. In addition, the tentative maps allowed six one-year extensions.

The below bullet point summarizes the extension requested by the applicant along with Senate Bills (SB) and Assembly Bills (AB) passed by the state legislature that authorized automatic extensions due to the economic downturn housing bubble in 2007 and the recent housing shortage declared by the California legislature.

- **Original Approval Date: May 27, 2008 – May 27, 2010** – Approved by City Council; the start of initial 2-year life per subdivision map act.
- **Automatic Extension for 1 year pursuant to SB 1185: May 27, 2010 – May 27, 2011**
- **Automatic Extension for 2 years pursuant to AB 333: May 27, 2011– May 27, 2013**
- **Automatic Extension for 2 years pursuant to AB 208: May 27, 2013– May 27, 2015**
- **Automatic Extension for 2 years pursuant to AB 116: May 27, 2015– May 27, 2017**
- **First Extension: May 27, 2017 – May 27, 2018** – EOT 17-05026 was approved on March 14, 2017, by City Council
- **Second Extension: May 27, 2018 – May 27, 2019** – EOT 18-05026 was approved on May 8, 2018, by City Council
- **Third Extension: May 27, 2019 – May 27, 2020** – EOT 19-05071 was approved on May 20, 2019, by City Council
- **Fourth Extension: May 27, 2020 – May 27, 2021** – EOT 20-05032 was approved on May 12, 2020, by City Council
- **Automatic Extension for 1 ½ year pursuant to AB 1561** – May 27, 2021 – November 27, 2022

The applicant is now requesting the fifth of six extensions, authorized by the Subdivision Map Act Section 66463.5 (c), to effectively extend the expiration of time to November 27, 2023. The extension is requested so that the developer can coordinate the funding mechanism needed with nearby developers in the area for the Ethanac Road bridge crossing over the San Jacinto River which is part of the project conditions of approval.

#### **STAFF REVIEW AND RECOMMENDATION:**

As the original map was considered more than ten years ago, staff evaluated the project design as it pertains to incumbent environmental standards and current planning practices. The project site is undeveloped and comprised of low hills and valleys between the hills with elevations ranging from 1381 feet to 1516 feet above sea level. The project site abuts the San Jacinto River to the south and Ethanac Road to the north. The unique topography of the site yielded parcel and street layout designs that minimized grading activities to the extent possible; as such, the curvilinear street layouts are environmentally and aesthetically desirable.

Thus, Staff recommends that the City Council approve a one-year Extension of Time (22-05260) to November 27, 2023, for Tentative Tract Map No. 33973. If the subject Tentative Tract Map is not recorded prior to the expiration date or an extension of time is not filed prior to the expiration date of the map, a new Tentative Tract Map application and applicable fees must be submitted to the City for consideration.

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

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Prepared by: Alfredo Garcia, Associate Planner  
Reviewed by: Patricia Brenes, Planning Manager

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

Attachments:                   1. Vicinity Map  
                                      2. Project Plans (TTM 33973 Plan)  
                                      3. Conditions of Approval for Tentative Tract 33973  
                                      4. Applicant's Time Extension Request

Consent:                        X  
Public Hearing:  
Business Item:  
Other:



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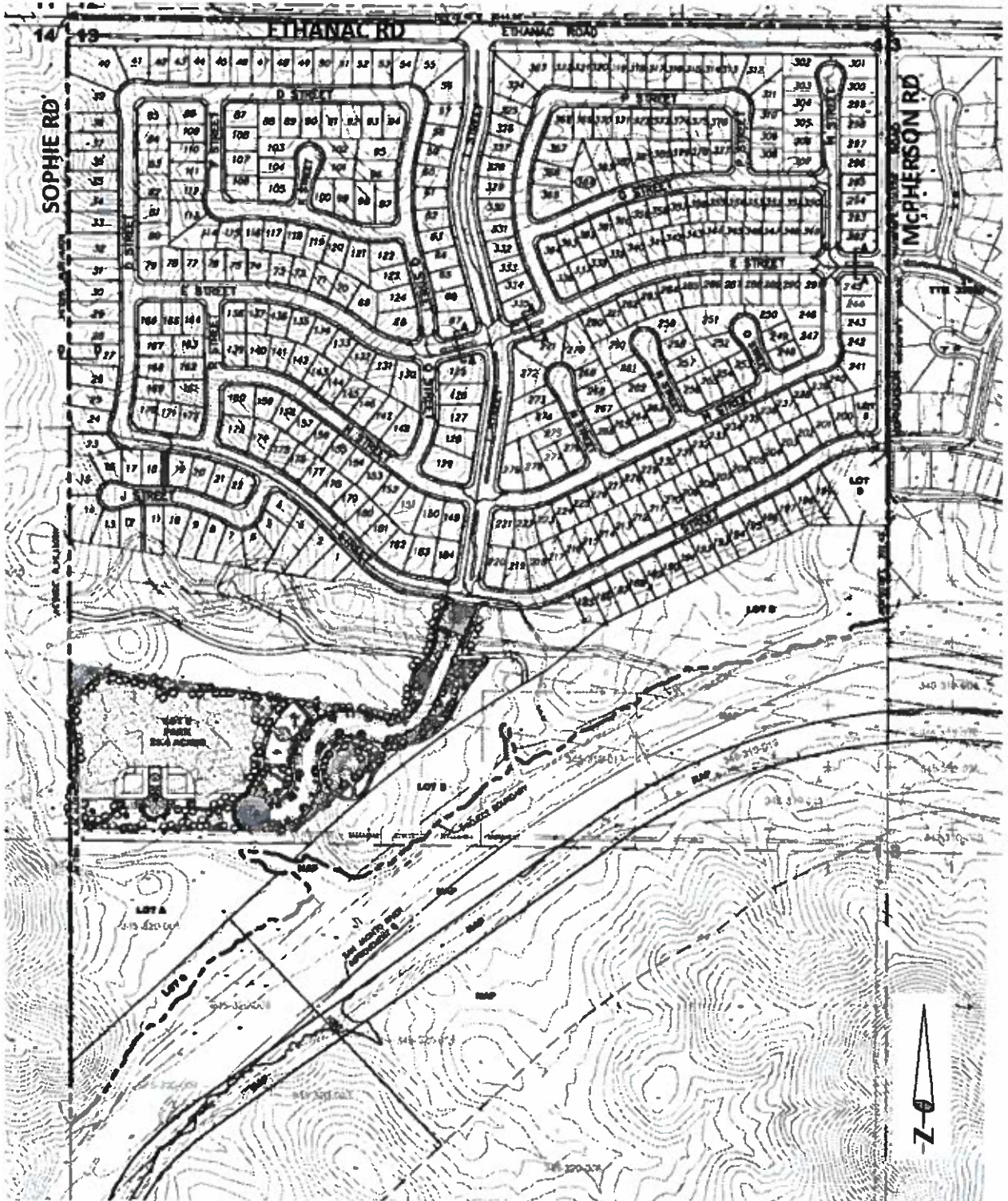
**ATTACHMENT 1**  
**VICINITY MAP**

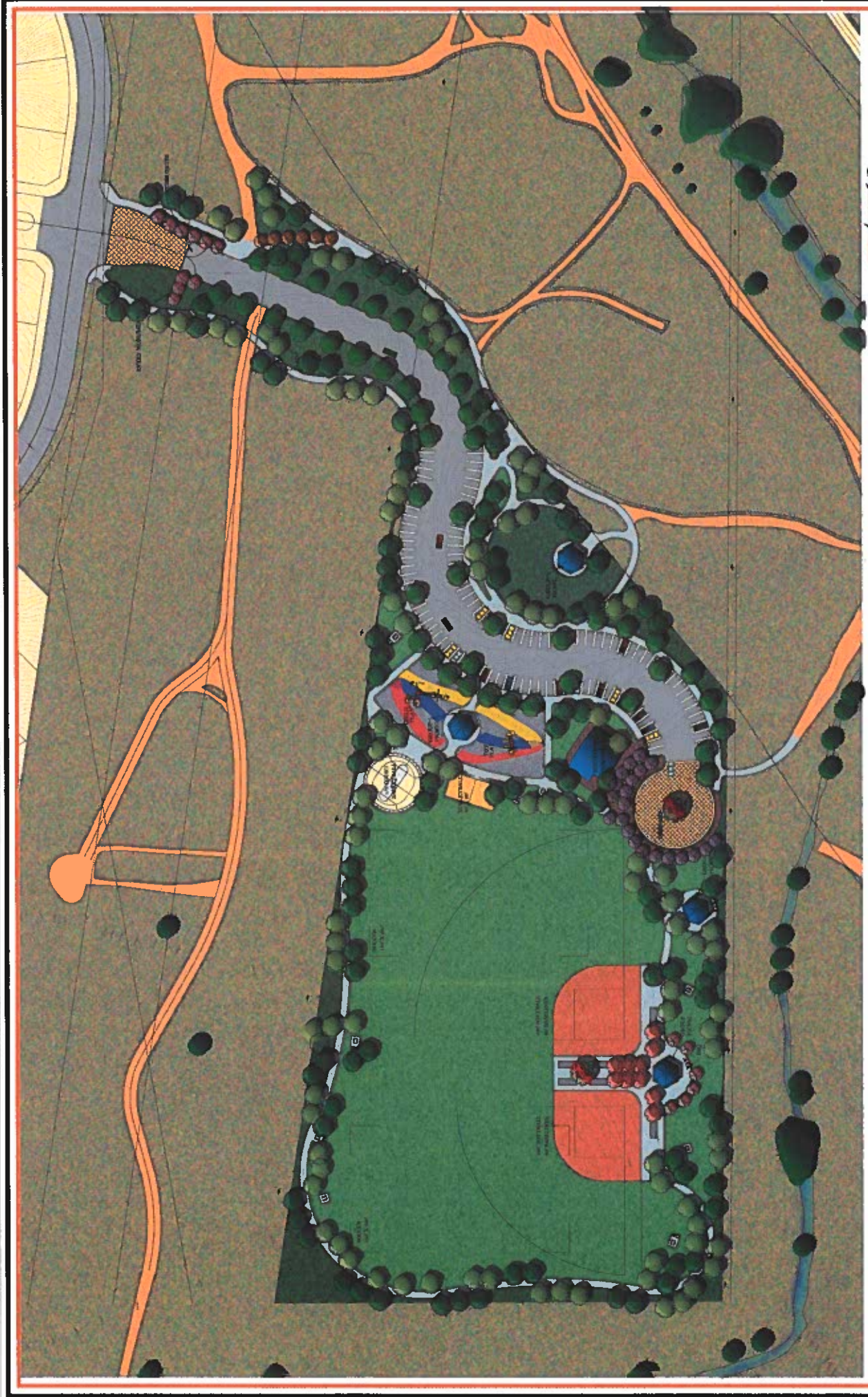


**ATTACHMENT 2**  
**PROJECT PLAN**  
**(TTM-33973)**

# TENTATIVE TRACT MAP NO. 33973

CITY OF PERRIS,  
RIVERSIDE COUNTY,  
CALIFORNIA





4480 Buckhorn Ave  
 Riverside, CA 92504  
 (951) 516-0700  
 Fax: (951) 516-0000  
<http://www.sammuel.com>



DATE: February 20th, 2008

**PARK MASTER PLAN  
 TRACT 33973  
 FORTLAND DEVELOPMENT**

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**ATTACHMENT 3**  
**CONDITIONS OF APPROVAL ( PLANNING**  
**AND ENGINEERING)**

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

**CONDITIONS OF APPROVAL**

**Tentative Tract Map No. 33973 (05-0485)**

**City Council  
May 27, 2008**

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**PROJECT:** A Tentative Tract Map for a 384 single-family residential lot subdivision on approximately 153.7 acres (2.50 dwelling units/gross acre), located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, east of Sophie Street. Applicant: Portezuelo Partners, Inc.

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1. **Approval Period.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Planning Division at least thirty (30) days prior to the expiration of Tentative Map approval.
2. **Final Map Submittal.** A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.
3. **Park Dedication.** Prior to issuance of Final Map, park plans shall be finalized to incorporate park dedication, type and timing of improvements, as determined by the City through the Administrative Development Plan Review process.
4. **City Codes.** The project shall comply with all disabled access requirements of the American with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.
5. **City Engineer.** The proposed project shall adhere to the requirements of the City Engineer as indicated in the engineering conditions of approval dated (revised) May 27, 2008.
6. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program dated December 11,

2007.

7. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the appropriate school district.
8. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
9. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
10. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.
11. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.
12. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
  - a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;
  - b. Planning Commission approval of all proposed street names; and,
  - c. Any other required approval from an outside agency.
13. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:
  - a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
  - b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.



- c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.
14. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:
    - a. The project site is located near a dam inundation area and may be subject to flooding in an event of a dam failure.
  15. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.
  16. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.
  17. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
  18. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
  19. **Energy Conservation.** To improve local air quality, the applicant shall comply with a City adopted “green design” or “sustainable development” ordinance should such ordinance be adopted prior to final map. If such ordinance is not adopted prior to final map, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:
    - a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;
    - b. Heat transfer modules in furnaces;
    - c. Light colored water-based paint and roofing materials;
    - d. Passive solar cooling/heating; and,
    - e. Energy efficient appliances and lighting.

20. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.
21. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
  - a. Landscape Maintenance District No. 1;
  - b. Flood Control Maintenance District No. 1 (may include Streets);
  - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
  - d. North *or* South Perris Public Safety Community Facilities District;
  - e. Ramona Mobility Group District (Transportation Improvements);
  - f. Road and Bridge Benefit District (Transportation Improvements); and
  - g. Future Fire Protection Community Facilities District
22. **Window Treatments.** All units abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide for window treatment 360 degree around the dwelling.
23. **Spark Arresters.** Spark arresters shall be provided for each unit and shall be screened by sheet metal enclosures, or other material acceptable to the City Building Official, and painted to match the main stucco building color.
24. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
25. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
26. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as

feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.

27. **Fees.** The developer shall pay the following fees according to the timeline noted herein:
- a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
  - b. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
  - c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
  - d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
  - e. The applicant shall pay any outstanding development processing fees; and
  - f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
  - g. The applicant shall comply with adopted Resolution 3403 provisions regarding payment of fees within the San Jacinto River Flood Plain in effect at the time of development.
28. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.
  - b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.
  - c. Construction routes are limited to City of Perris designated truck routes.
  - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15

miles per hour.

- e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
  - f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
  - g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.
29. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.
30. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
31. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
32. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.
33. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a wall and fence plan. At a minimum, this plan shall include the following items:
- a. A six-foot high, decorative block wall with pilasters and concrete cap design around the perimeter of the project site, end block locations and along side yards of entry drives into the tract;

- b. The same six-foot high, decorative block wall on all side or rear property lines adjoining a public street or storm drain facility; and,
- c. Six-foot high, vinyl fence on side and rear property lines throughout the remainder of the project.
- d. Where retaining walls are necessary for slope conditions along the right of way, a split wall system shall be utilized. If necessary, a landscape easement may be required to provide adequate planting area.

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APPROVAL DATE

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PROJECT PLANNER



# CITY OF PERRIS

HABIB MOTLAGH, CITY ENGINEER

## CONDITIONS OF APPROVAL

P8-916

July 31, 2007,

**Revised January 30, 2008, Revised @ Planning Commission  
February 6, 2008,**

**Revised Condition #2 February 15, 2008**

**Revised Council Meeting May 27, 2008**

Tract 33973

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

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. The submitted pad size/building exhibit dated February 12, 2007, depicts the minimum setback area in different zone, which will necessitate construction of retaining wall. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property.

The tentative map as submitted also exhibits several irregular Lots. The proposed grading at back of lots 24-32 requires installation of private concrete drainage facilities. In our experience, this type of facility will

**DEPARTMENT OF ENGINEERING**  
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200  
TEL.: (951) 943-6504 - FAX: (951) 943-8416

become problematic as the side yard fencing over this channel will allow small pets to access adjacent lots not to mention the ongoing maintenance by homeowners. This channel shall be eliminated and replaced with underground private drainage pipe (minimum 18" size).

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:
  - a. Onsite drainage facilities outletting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.
  - b. The property's street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted. Minimum onsite grading shall be 0.5%. Minimum grade at curb returns shall be 0.7%.
  - c. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.
  - d. All drainage facilities with the exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from all intersections with cross gutter, minimum 18" storm drain and catch basins along all the interior and perimeter streets with cross gutter shall be installed and connected to the proposed onsite or offsite drainage facilities.
  - e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. ***At discretion of City Engineer, the report and back up documents may have to be reviewed and approved by RCFC.***
  - f. All grading and drainage improvements shall comply with NPDES and Best Management Practices ***and the approved preliminary WQMP.*** Erosion control plans shall be prepared

and submitted to Water Quality Board and the City of Perris as part of the grading plans.

- g. Prior to issuance of a grading permit, the Developer shall obtain NPDES, WQMP permit and prepare SWPPP. Erosion control plans shall be prepared and submitted to the City Engineer as part of the grading plans. ~~It is unclear how the discharge of onsite storm drain from J & I Streets comply with Water Quality Standards.~~ **All onsite generated runoff must be treated prior to discharge in compliance with WQMP and Water Quality Standards.**
- h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River **or other appropriate outlets as determined by the City Engineer.** Connection to San Jacinto River shall require approval by Flood Control.
- i. The City Council has adopted Resolution ~~3304~~ **3403** requiring development within **the San Jacinto River Flood Plain (or future benefit area of the project described below)** to comply with certain **interim development criteria conditions** and payment of ~~fees~~ **“fair share costs” for construction of the San Jacinto River Plan Project (“Project”).** ~~This developer shall comply with all such requirements as appropriate and approved by City Council.~~ **The City has not adopted a fee program or determined “fair share” costs to be paid by developers of projects that will benefit from the Project, or adopted other restrictions on development of affected property, other than Resolution 3403. If the City subsequently adopts a fee program, imposes a “fair share” cost or other regulations in connection with the Project (collectively or individually, the “Project Exactions”) on the development of TTM 33973, the Developer shall have the right and ability to protest such action by the City pursuant to Government Code § 66022 and all other applicable law. This Engineering Condition 1i does not constitute a Project Exaction for the purpose of Government Code § 66020(h). Any Project Exaction, if adopted by the City following any protest, will be imposed by the City prior to issuance of any certificates of occupancy for residential units developed within TTM 33973.**
- j. The underground drainage easements along Lots 12, 19, and 24 if discharging street and offsite drainage shall be minimum 20' wide with turf-block and emergency escape channel. The private drainage easement along back of lots 24-32 shall be



minimum of 5' wide. The proposed 25' easement shown on Lot 32 is not accepted as proposed. The runoff generated from Street "D" shall be ~~retained~~ **collected** in underground storm drain within street right-of-way and discharged to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

- k. The proposed basin Lot "D" is located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basin shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basin shall be discharged to San Jacinto River via underground pipe.

Discharge of runoff from Lot 12 through SCE easement shall require their approval. This underground facility shall continue and extend through proposed park site to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

The underground drainage facilities located in Street I shall continue and extended to San Jacinto River **or other appropriate outlet as determined by the City Engineer.**

2. Ethanac Road from westerly property line to McPherson along the south side shall be improved with concrete curb, gutter, located ~~55'~~ **67'** south of centerline and minimum of ~~46'~~ **58'** of new pavement within 92', ½-width dedicated right-of-way including 14' wide landscape median.

Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30' of new pavement including a minimum of 150' long left turn pocket at ~~2-intersections~~ **L & McPherson Road** within dedicated right-of-way. Ethanac Road from easterly boundary to existing improvements east of San Jacinto River. Shall be improved within dedicated right-of-way with a minimum of 40' of new pavement including construction of 5 year crossing over San Jacinto River. At the option of the developer, construction of 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted.

3. McPherson Street from Ethanac Road to ~~south-boundary~~ **"I" Street** shall be improved along west side to provide for curb, gutter, located ~~28'~~ **22'** west of centerline and ~~26'~~ **20'** of new pavement within ~~39'~~ **33'**, ½-width dedicated right-of-way. McPherson Street along the east side within the same reach shall be improved with all new pavement to provide for a left turn pocket

at all intersections and one 15' wide northbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one ~~east~~ right turn and one north bound lane.

4. Traffic index of 11 for Ethanac Road shall be used.
5. ~~All new improvements at the above~~ **The intersection of Ethanac and "L" Street** shall be designed and ~~installed~~ **constructed** with a concrete structural section a minimum of 100' from BCR/ECR.
6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
8. Access shall be restricted along Ethanac Road, McPherson, and "L" Streets except as shown on the tentative map.
9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements.
10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.
11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage

facilities proposed shall be annexed to Flood Control District for maintenance.

13. "L" Street from Ethanac Road along both sides shall be improved as shown on tentative map labeled local streets within 91' dedicated right-of-way including 21' landscaped median.
14. "E" Street shall be improved as shown on tentative map within 70' and 66' dedicated right-of-way including 10' wide landscaped median as shown on the tentative map.
15. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.
16. Intersection of "L" Street with Ethanac road shall include minimum of one northbound, one left turn, one dedicated right turn lane.
17. To provide for secondary access, **River Road**, McPherson Avenue or "L" Street shall be extended north **including Mapes Road** and improved with minimum of 30' paved road and connected to "A" Street within dedicated right-of-way.
18. The intersections as shown on tentative map shall be coordinated with all proposed and existing intersections to east and north.
19. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite including crossing at San Jacinto River) and extension of **River Road**, McPherson or "L" Street north of the site shall be part of Phase I.

*Habib Motlagh*  
Habib Motlagh  
City Engineer

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**ATTACHMENT 4**  
**APPLICANT'S TIME EXTENSION REQUEST**

# **Mitzman land development inc.**

9 long view road Coto de caza . ca 92679

714.813.1682

September 26, 2022

Mr. Alfredo Garcia

Associate Planner

City of Perris

Department of Development Services – Planning Division

135 N. "D" Street

Perris, CA 92570

Re: Tract 33973 Extension

Dear Mr. Garcia:

Per your request, the primary reason for the extension on the above tract map is the need for a bridge at the current termination of Ethanac Road. Without the bridge access to this tract is difficult and cost prohibitive.

Please let me know if you have any questions or require any additional information.

Mitzman land development, inc.

Howard mitzman, president



10.B.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** October 11, 2022
- SUBJECT:** Adopt Resolution No. (next in order) approving the Deposit and Reimbursement Agreement between the City and Pulte Home Company, LLC, developer of the subject property. The subject property is located at the northeast corner of Evans Road and the Ramona Expressway.
- REQUESTED ACTION:** That the City Council Adopt the Resolution Approving and Ordering the Execution of that Certain Deposit and Reimbursement Agreement and Making Certain Findings and Determinations in Connection Therewith
- CONTACT:** Matthew Schenk, Director of Finance

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### BACKGROUND/DISCUSSION:

The City is in receipt of an updated Deposit and Reimbursement Agreement with respect to a development of a property owned by Stratford Ranch Associates, LLC, ("Property Owner") in connection with the proposed community facilities district designated as Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris ("CFD 2022-3"). The agreement is attached to the Resolution attached hereto as Attachment 2. The subject property is located at the northeast corner of Evans Road and the Ramona Expressway.

On March 29, 2022, the City Council previously approved a Deposit and Reimbursement Agreement with Stratford Ranch Associates. However, Stratford Ranch Associates expects to convey all of the property within Improvement Area No. 1 to Pulte Home Company, LLC, and also expects to convey all of the property within Improvement Area No. 2 to a merchant builder. As part of the Stratford Ranch Associates' conveyance of the property within Improvement Area No. 1 to Pulte Home Company, the Stratford Ranch Associates and Pulte Home Company have agreed that Pulte Home Company will pay the deposits to the City.

The purpose of the agreement is to provide for the deposit of funds to cover the City's expenses in connection with the formation of a community facilities district, issuance of special tax bonds for the community facilities district, and the means by which the deposit may be reimbursed to the developer. The reimbursement will come from the proceeds from the sale of special tax bonds to be issued pursuant to the Mello-Roos Community Facilities Act of 1982.

City staff has determined that the scheduling of the resolution of intention to establish CFD 2022-3 should be October 25, 2022 City Council meeting.

Approval of this agreement does not legally require the City Council to move forward with the formation of a community facilities district or otherwise support land development activities of the party to this agreement. It does protect the City funds from risk in the event that these projects are commenced but do not move forward to completion and costs have been incurred.

The City has received a cash deposit in the amount of \$100,000 from Pulte Home Company pursuant to the agreement. U.S. Bank will be designated as the depository agent for the City and will hold and disburse the funds pursuant to the agreement and as authorized by the Act to pay the formation costs of the community facilities district and other related costs. Upon receipt of bond proceeds, the funds advanced by the developer may be reimbursed to the developer from bond proceeds pursuant to the agreement.

Staff recommends that the City Council adopt the Resolution approving the agreement filed by Pulte Home Company.

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

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Prepared by:

**REVIEWED BY:**

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

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Boundary Map
2. Resolution No. (next in order) Approving and Ordering the Execution of that Certain Deposit and Reimbursement Agreement with Pulte Home Company

Consent: X

Public Hearing:

Business Item:

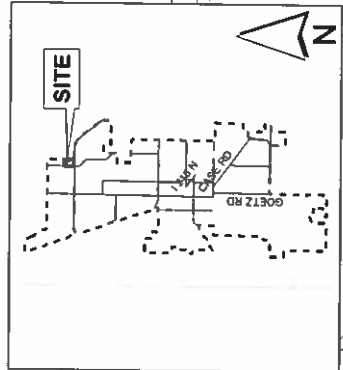
Presentation:

Other:

**ATTACHMENT 1**  
**BOUNDARY MAP**



**MAP OF PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2022-3  
(STRATFORD RANCH)**



I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH) CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ITS RESOLUTION \_\_\_\_\_ NO. \_\_\_\_\_

CITY CLERK  
CITY OF PERRIS

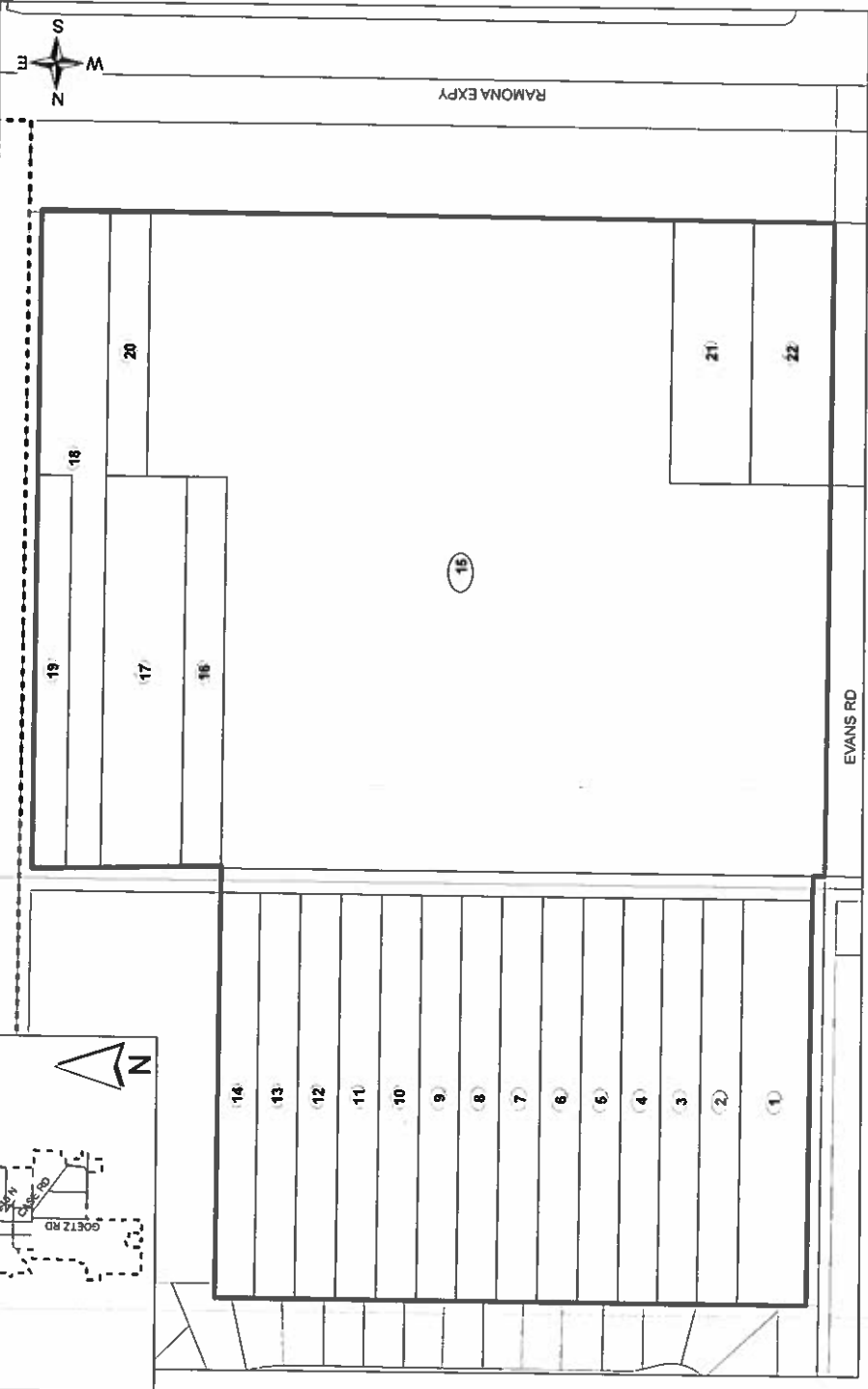
FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF ASSESSOR'S MAPS (SEES) COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL CONTAIN THE DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-200-020
2	302-200-021
3	302-200-022
4	302-200-023
5	302-200-024
6	302-200-025
7	302-200-026
8	302-200-027
9	302-200-028
10	302-200-029
11	302-200-030
12	302-200-031
13	302-200-032
14	302-200-034
15	302-210-001
16	302-210-002
17	302-210-003
18	302-210-004
19	302-210-005
20	302-210-007
21	302-210-008
22	302-210-009

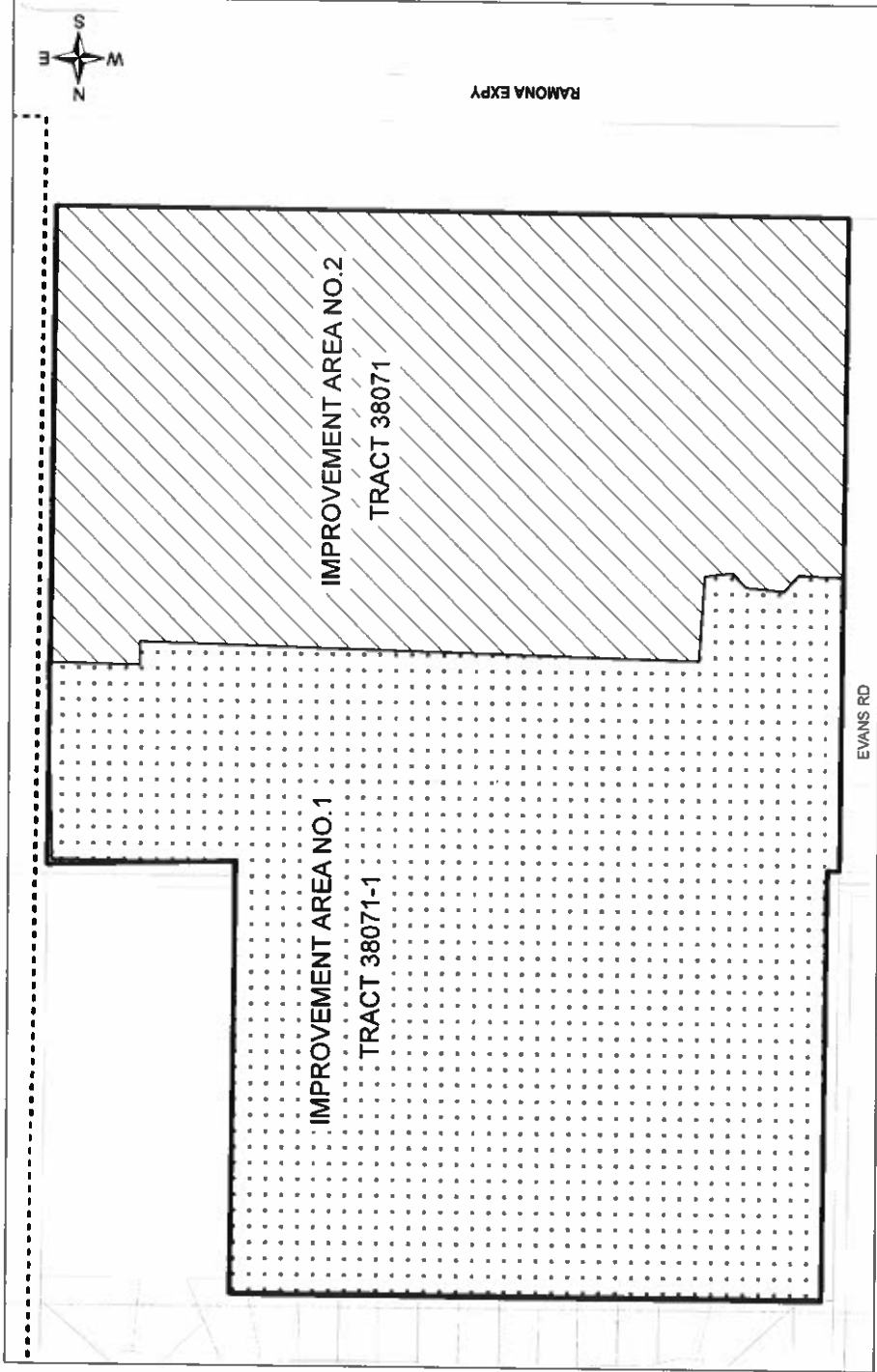
**Legend**

- CFD NO. 2022-3 DISTRICT BOUNDARY
- CITY OF PERRIS BOUNDARY
- Map Reference Number

**WILLDAN**  
27366 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 367-3500

**MAP OF PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2022-3  
(STRATFORD RANCH)**

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- CFD NO. 2022-3 DISTRICT BOUNDARY
- Improvement Area 1
- Improvement Area 2
- CITY OF PERRIS BOUNDARY

**ATTACHMENT 2**

**RESOLUTION APPROVING DEPOSIT &  
REIMBURSEMENT AGREEMENT**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS APPROVING AND ORDERING THE EXECUTION  
OF THAT CERTAIN DEPOSIT AND REIMBURSEMENT  
AGREEMENT WITH PULTE HOME COMPANY, LLC AND  
MAKING CERTAIN FINDINGS AND DETERMINATIONS IN  
CONNECTION THEREWITH**

**WHEREAS**, there has been filed with the City Clerk that certain Deposit and Reimbursement Agreement (the “Deposit and Reimbursement Agreement”), by and among the City Of Perris (the “City”) and Pulte Home Company, LLC (referred to herein as the “Developer”), the developer of the real property (the “Property”) described on Exhibit “A” hereto and by this reference incorporated herein; and

**WHEREAS**, the Deposit and Reimbursement Agreement, attached here to as Exhibit “B” and the form of which is on file with the City Clerk and by this reference incorporated herein, provides for the deposit with City of certain funds to cover City expenses in connection with the formation of a community facilities district comprising said Property, and providing the means by which such deposit may be reimbursed to the Developer, such reimbursement to come from the proceeds from the sale of special tax bonds to be issued pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Mello-Roos Act”); and

**WHEREAS**, the City originally received a proposal from Stratford Ranch Associates, LLC, a Delaware limited liability company (the “ Property Owner”) to initiate proceedings to create a community facilities district designated “Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris” (“CFD 2022-3”) under the Act; and

**WHEREAS**, on March 29, 2022, pursuant to Resolution No. 5966, the City approved and ordered the execution of a deposit and reimbursement agreement by and among the City, Property Owner, and U.S. Bank National Association (“U.S. Bank”) .

**WHEREAS**, the Property Owner has now designated two improvement areas, “Improvement Area No. 1” and “Improvement Area No. 2” (each, an “Improvement Area”), within CFD 2022-3 as permitted by the Act and expects to convey all of the property within Improvement Area No. 1 to the Developer, and expects to convey all of the property within Improvement Area No. 2 to a merchant builder; and

**WHEREAS**, in accordance with the City’s policy regarding use of the Act, either the Property Owner or the Developer is required to compensate the City for all costs incurred in the formation of CFD 2022-3 and issuance of bonds for CFD 2022-3; and

**WHEREAS**, as part of the Property Owner’s conveyance of the property within Improvement Area No. 1 to the Developer, the Property Owner and the Developer have agreed that the Developer will pay the Deposits to the City (as defined in the Deposit and Reimbursement Agreement); and

**WHEREAS**, accordingly, the City Council now desires to enter into the Deposit and Reimbursement Agreement with the Developer; and

**WHEREAS**, the City Council finds that the approval and execution of the Deposit and Reimbursement Agreement is in the best interest of the City and provides the means by which such property development may occur without putting general funds of the City at risk; and

**WHEREAS**, City Council desires that U.S. Bank hold and disburse such funds as agent for the City pursuant to the Deposit and Reimbursement Agreement; and

**WHEREAS**, consequently, the City Council has determined to repeal Resolution No. 5966.

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

**Section 1.** That the recitals set forth hereinabove are true and correct in all respects.

**Section 2.** That the Deposit and Reimbursement Agreement in the form attached hereto is hereby approved.

**Section 3.** The City Council hereby repeals Resolution No. 5966. From the date hereof, Resolution No. 5966 is no longer in effect.

**Section 4.** That the Mayor, City Manager, Assistant City Manager, or Deputy City Manager of the City is hereby authorized and directed to execute the Deposit and Reimbursement Agreement for and on behalf of the City.

**Section 5.** That U.S. Bank is hereby designated as agent for the City and shall hold and disburse the funds pursuant to the Deposit and Reimbursement Agreement.

**Section 6.** That the Mayor, City Manager, Assistant City Manager, or Deputy City Manager of the City of Perris is hereby instructed to receive the cash deposit heretofore made by the Developer and deposit the same in a designated account at U.S. Bank to be used to pay the formation costs of the community facilities district and the proper costs related thereto. Upon receipt of bond proceeds, such funds advanced by the Developer may be reimbursed to the Developer from bond proceeds pursuant to the Deposit and Reimbursement Agreement.

**ADOPTED, SIGNED** and **APPROVED** this 11<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 11<sup>th</sup> day of October, 2022, and that it was so adopted by the following vote:

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

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

RESOLUTION NUMBER \_\_\_\_\_

**EXHIBIT A**  
**PROPOSED CFD BOUNDARY MAP**

[SEE ATTACHED]



# MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2022-3 (STRATFORD RANCH)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

SHEET 1 OF 2

FILED IN THE OFFICE OF THE CITY CLERK THIS  
DAY OF \_\_\_\_\_, 20\_\_.

I HEREBY CERTIFY THAT THE WITHIN MAP  
SHOWS PROPOSED BOUNDARIES OF THE  
COMMUNITY FACILITIES DISTRICT NO. 2022-3  
(STRATFORD RANCH), CITY OF PERRIS, COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA, WAS  
PREPARED BY THE CITY CLERK OF THE CITY  
OF PERRIS AT A REGULAR MEETING THEREOF,  
HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_, BY ITS RESOLUTION \_\_\_\_\_ NO. \_\_\_\_\_

CITY CLERK  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_  
AFTER \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. IN  
BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT  
COMMUNITY FACILITIES DISTRICTS (AT PAGES) \_\_\_\_\_  
IN THE OFFICE OF THE COUNTY RECORDER, COUNTY  
OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

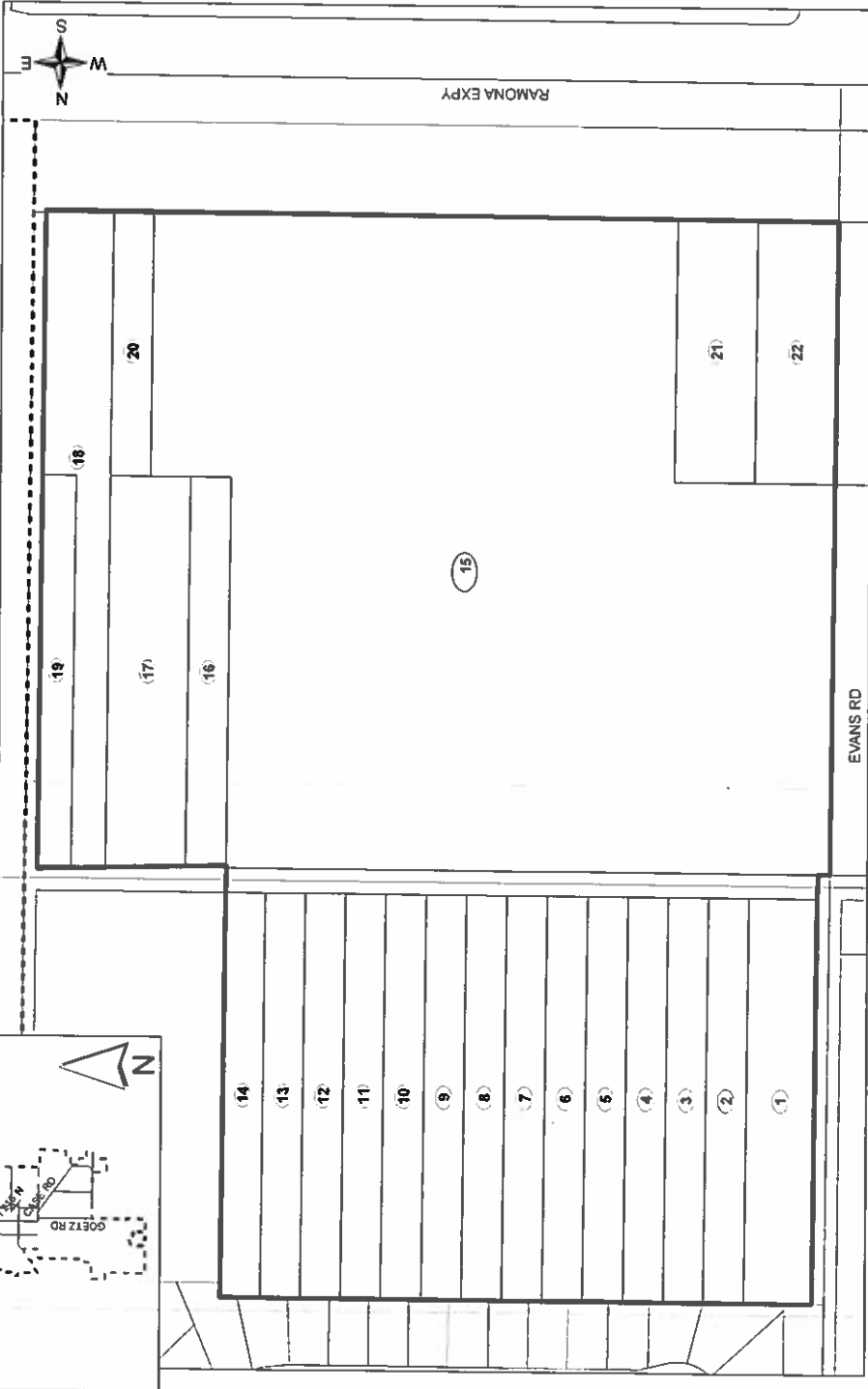
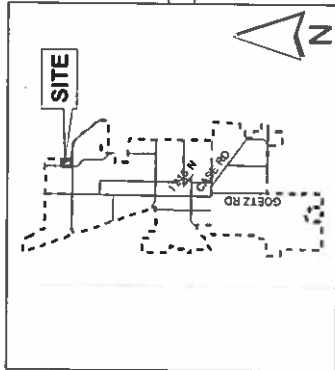
BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL  
AND EACH SUCH LOT OR PARCEL, THE LINES  
AND DIMENSIONS AS SHOWN ON THE RIVERSIDE  
COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS  
LISTED.

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

ASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER
1	302-200-020
2	302-200-021
3	302-200-022
4	302-200-023
5	302-200-024
6	302-200-025
7	302-200-026
8	302-200-027
9	302-200-028
10	302-200-029
11	302-200-030
12	302-200-031
13	302-200-032
14	302-200-034
15	302-210-001
16	302-210-002
17	302-210-003
18	302-210-004
19	302-210-005
20	302-210-007
21	302-210-008
22	302-210-009

**WILLDAN**  
27968 VIA INDUSTRIAL, SUITE #200  
TEMECULA, CA 92590  
(951) 307-3500

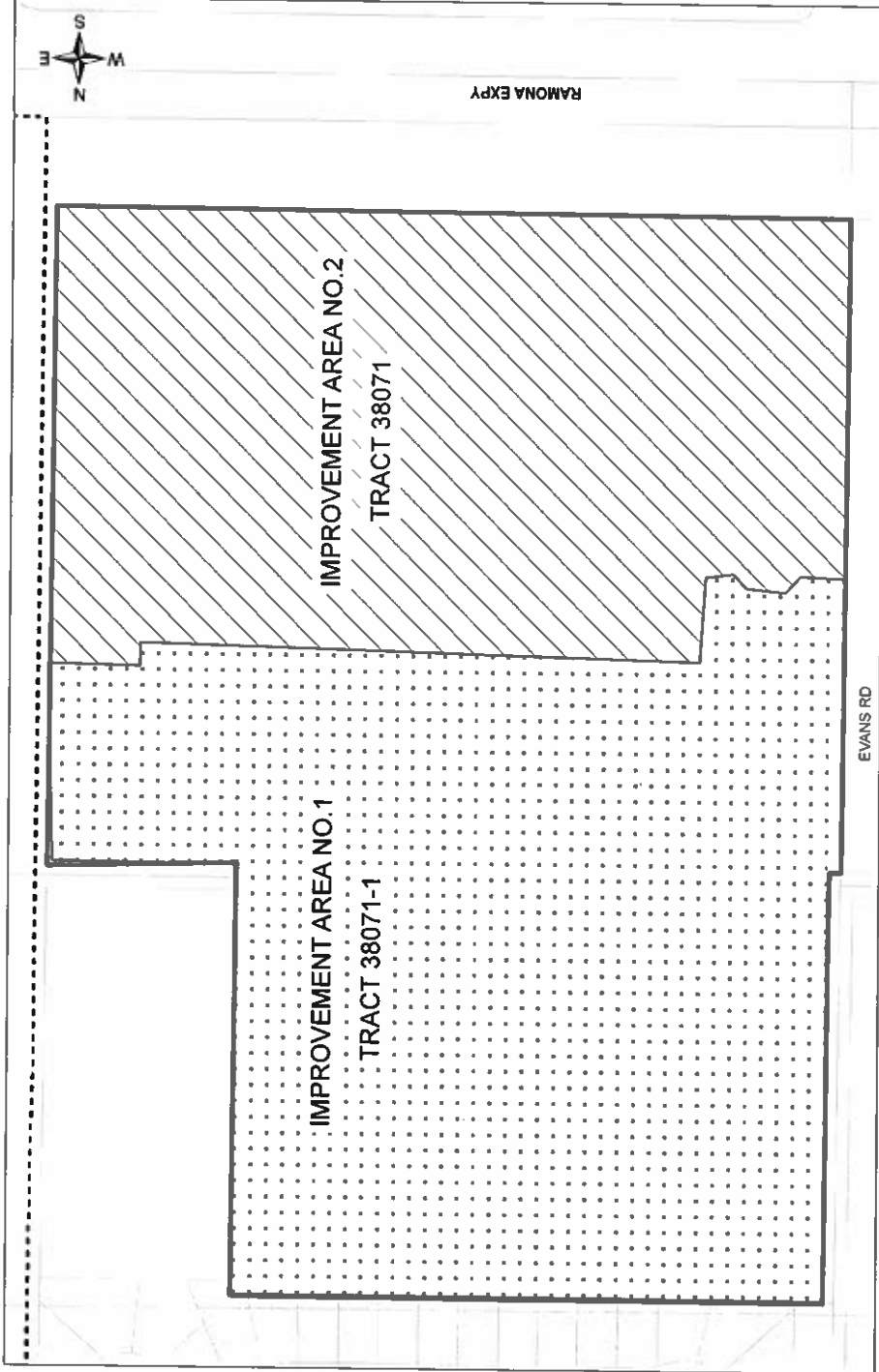


**Legend**

- CFD NO. 2022-3 DISTRICT BOUNDARY
- CITY OF PERRIS BOUNDARY
- Map Reference Number

**MAP OF PROPOSED BOUNDARIES OF  
COMMUNITY FACILITIES DISTRICT NO. 2022-3  
(STRATFORD RANCH)**

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA



**Legend**

- CFD NO. 2022-3 DISTRICT BOUNDARY
- Improvement Area 1
- Improvement Area 2
- CITY OF PERRIS BOUNDARY

**WILLDAN**  
27268 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 587-3300

RESOLUTION NUMBER \_\_\_\_\_

**EXHIBIT B**

**FORM OF DEPOSIT REIMBURSEMENT AGREEMENT**

[SEE ATTACHED]

## DEPOSIT AND REIMBURSEMENT AGREEMENT

**THIS DEPOSIT AND REIMBURSEMENT AGREEMENT** (this “Deposit Agreement”), dated as of August 22, 2022 for identification purposes only, is by and between the City of Perris, California (the “City”), Pulte Home Company, LLC, a Michigan limited liability company (the “Developer”) and U.S. Bank Trust Company, National Association (“Depository Agent” and, together with the City and the Developer, the “Parties”).

### RECITALS

**WHEREAS**, the City has received a proposal to initiate proceedings to create a community facilities district designated “Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris” (the “Community Facilities District”) under the Mello-Roos Community Facilities Act of 1982 (the “Act”); and

**WHEREAS**, the Community Facilities District would contain two improvement areas designated as “Improvement Area No. 1” and “Improvement Area No. 2” (each, an “Improvement Area”) as permitted by the Act; and

**WHEREAS**, Stratford Ranch Associates, LLC, a Delaware limited liability company (the “Owner”), is the owner of the real property within the proposed Community Facilities District; and

**WHEREAS**, the Owner expects to convey all of the property within Improvement Area No. 1 to the Developer, and expects to convey all of the property within Improvement Area No. 2 to a merchant builder; and

**WHEREAS**, in accordance with the City’s policy regarding use of the Act, the Owner or the Developer is required to compensate the City for all costs incurred in the formation of the Community Facilities District and issuance of bonds for the Community Facilities District; and

**WHEREAS**, as part of the Owner’s conveyance of the property within Improvement Area No. 1 to the Developer, the Owner and the Developer have agreed that the Developer will pay the Deposits to the City (as defined below); and

**WHEREAS**, Section 53314.9 of the Act provides that, at any time either before or after the formation of a community facilities district, the legislative body may accept advances of funds from any source, including, but not limited to, private persons or private entities and may provide, by resolution, for the use of those funds for any authorized purpose, including, but not limited to, paying any cost incurred by the local agency in creating a community facilities district (including the issuance of bonds thereby); and

**WHEREAS**, Section 53314.9 of the Act further provides that the legislative body may enter into an agreement, by resolution, with the person or entity advancing the funds, to repay all or a portion of the funds advanced, as determined by the

legislative body, under all of the following conditions: (a) the proposal to repay the funds is included in both the resolution of intention to establish a community facilities district adopted pursuant to Section 53321 of the Act and in the resolution of formation to establish the community facilities district pursuant to Section 53325.1 of the Act (including the issuance of bonds thereby), (b) any proposed special tax is approved by the qualified electors of the community facilities district pursuant to the Act, and (c) any agreement shall specify that if the qualified electors of the community facilities district do not approve the proposed special tax, the local agency shall return any funds which have not been committed for any authorized purpose by the time of the election to the person or entity advancing the funds; and

**WHEREAS**, the City and the Developer desire to enter into this Deposit Agreement in accordance with Section 53314.9 of the Act in order to provide for the advancement of funds by the Developer to be used to pay costs incurred in connection with the formation of the Community Facilities District and issuance of special tax bonds for each Improvement Area of the Community Facilities District (the "Bonds"), and to provide for the reimbursement to the Developer of such funds advanced, without interest, from the proceeds of any Bonds.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1. The Deposits and Application Thereof.**

(a) The Developer has deposited herewith the amount of \$100,000 (the "Initial Deposit"). The City, by its execution hereof, acknowledges receipt of, and accepts, the Initial Deposit.

(b) Reserved.

(c) City hereby agrees and Developer hereby acknowledges that Depositary Agent shall hold the Initial Deposit and any subsequent deposits pursuant to (d) hereof as agent for the City. City shall, concurrently with the execution hereof, deposit the Initial Deposit in an account established and identified by Depositary Agent ("Deposit Account") Upon its receipt of the Initial Deposit, Depositary Agent shall be entitled to deduct therefrom its fee for the account and thereafter for disbursing the Initial Deposit and any subsequent deposits pursuant to the terms of the Deposit Agreement. Upon receipt thereof, Depositary Agent shall deposit the Initial Deposit and any subsequent deposit in the  
Deposit Account.

(d) The Initial Deposit, together with such additional amounts as may be requested by City and any subsequent deposit required to be made by the Developer pursuant to the terms hereof (collectively, the "Deposits"), are to be used to pay for any costs incurred for any authorized purpose in connection with the formation of the Community Facilities District and the issuance of the Bonds (although some costs, fees and expenses may be paid out of the proceeds of the Bonds), including, without limitation, (i) the fees and expenses of any consultants to the City employed in connection with the

formation of the Community Facilities District and the issuance of the Bonds, including an engineer, special tax consultant, financial advisor, bond counsel and any other consultant deemed necessary or advisable by the City, (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed necessary or advisable by the City in connection with the formation of the Community Facilities District and issuance of the Bonds, (iii) the costs of publication of notices, preparation and mailing of ballots and other costs related to any hearing, election or other action or proceeding undertaken in connection with the formation of the Community Facilities District and issuance of the Bonds, (iv) reasonable charges for City staff time incurred in connection with the formation of the Community Facilities District and the issuance of the Bonds by the Community Facilities District, including a reasonable allocation of City overhead expense related thereto, and (v) any and all other actual costs and expenses incurred by the City in connection with the formation of the Community Facilities District and the issuance of the Bonds (collectively, the "Initial Costs"). The City may as provided in subsection (f) hereof draw upon the Deposits from time to time to pay the Initial Costs. Depository Agent shall have no duty or responsibility to confirm that amounts withdrawn at the direction of the City have been or will be spent on Initial Costs.

(e) If, at any time, the unexpended and unencumbered balance of the Deposits (then currently in the Deposit Account) is less than \$5,000, the City may request, in writing, that the Developer make an additional deposit in an amount estimated by the City to be sufficient, together with any such unexpended and unencumbered balance, to pay for all Initial Costs. The Developer shall make such additional deposit with the City within two weeks of the receipt by the Developer of the City's written request therefor. If the Developer fails to make any such additional deposit within such two week period, the City may cease all work related to the issuance of the Bonds.

(f) The Deposits shall be kept separately by Depository Agent and shall be invested as directed by the City, and if no direction is given; then held uninvested, and the Depository Agent shall at all times maintain records as to the expenditure of the Deposits.

(g) The City shall draw upon the Deposits to pay the Initial Costs by presentation of a disbursement request (the "Request") to Depository Agent in the form attached hereto as Exhibit A and by this reference incorporated herein. The City shall cause Depository Agent to pay such Initial Costs pursuant to the Request.

(h) The City shall provide the Developer with a written summary of expenditures made from the Deposits during, and the unexpended balance thereof, within ten (10) business days of receipt of the City of a written request therefor submitted by the Developer. The cost of providing any such summary shall be charged to the Deposits.

## **Section 2. Return of Deposits; Reimbursement.**

(a) As provided in Section 53314.9 of the Act, the approval by the qualified electors of the Community Facilities District of the proposed special tax to be levied therein is a condition to the repayment to the Developer of the funds advanced by

the Developer pursuant hereto. Therefore, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied thereon, the City shall have no obligation to repay the Developer any portion of the Deposits expended or encumbered to pay Initial Costs. In accordance with Section 53314.9 of the Act, if the qualified electors of the Community Facilities District do not approve the proposed special tax to be levied therein, the City shall cause the Depository Agent to return to the Developer any portion of the Deposits which have not been expended or encumbered to pay Initial Costs by the time of the election on said proposed special tax.

(b) If proceedings for the issuance of the Bonds are terminated, the City shall, within ten (10) business days after official action by the City or the Community Facilities District to terminate said proceedings, cause Depository Agent to return the then unexpended and unencumbered portion of the Deposits to the Developer.

(c) If the Bonds are issued by an Improvement Area of the Community Facilities District, the City shall reimburse the Developer, without interest, for the portion of the Deposits that has been expended or encumbered, said reimbursement to be made within ten (10) business days after the issuance of such Bonds, solely from the proceeds of such Bonds and only to the extent otherwise permitted under the Act. The City shall, within ten (10) business days after the issuance of such Bonds, return the then unexpended and unencumbered portion of the Deposits to the Developer from the Deposit Account.

**Section 3. Abandonment of Proceedings.** The Developer acknowledges and agrees that the issuance of the Bonds shall be in the sole discretion of the Community Facilities District. No provision of this Deposit Agreement shall be construed as an agreement, promise or warranty of the City to issue the Bonds.

**Section 4. Deposit Agreement Not Debt or Liability of City.** As provided in Section 53314.9(b) of the Act, this Deposit Agreement does not constitute a debt or liability of the City. The City shall not be obligated to advance any of its own funds to pay Initial Costs or any other costs incurred in connection with the issuance of the Bonds. No member of the City Council of the City and no officer, employee or agent of the City shall to any extent be personally liable hereunder.

**Section 5. Notices.** Any notices, requests, demands, documents, approvals or disapprovals given or sent under this Deposit Agreement from one Party to another (collectively, "Notices") may be personally delivered, transmitted by email or facsimile (FAX) transmission, or deposit with the United States Postal Service for mailing, postage prepaid, to the address of the other Party as stated in this Section. Notices shall be sent as follows:

If to City:

City of Perris  
101 N. "D" Street  
Perris, California 92570  
Tel: (951) 943-6100  
Fax: (951) 943-4246  
Attn: City Manager

If to Developer:

Pulte Group  
27401 Los Altos, Suite 400  
Mission Viejo, CA 92691  
Tel: (949) 330-8544  
Attn: Darren Warren

If to Depository Agent:

U.S. Bank Trust Company, National Association  
Global Corporate Trust  
633 West Fifth Street, 24th Floor  
Los Angeles, California 90071  
Attn: Ilse Vlach  
Tel: (213) 615-6062  
Fax: (213) 615-6199

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by email, telex, telegram or telecopier upon the sender's receipt of an appropriate answerback or other written acknowledgement, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

**Section 6. California Law.** This Deposit Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties shall be entitled to seek any remedy available at law and in equity. All legal actions must be instituted in the Superior Court of the County of Riverside, State of California, in an appropriate municipal court in Riverside County, or in the United States District Court for the Central District of California.

**Section 7 Successors and Assigns.** This Deposit Agreement shall be binding upon and insure to the benefit of the permitted successors and assigns of the parties hereto. No



Party may assign this Deposit Agreement or any of its rights or obligations hereunder without the written consent of the other Parties, provided that if Depositary Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Deposit Agreement) to another entity, the successor or transferee entity without any further act will be the successor Depositary Agent. In the event Owner or the Developer sells the real property within the financing district, the Developer shall be permitted to assign the Deposit Agreement, such assignment shall be effective upon notice to the City and Depositary Agent.

**Section 8. Counterparts.** This Deposit Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**Section 9. Other Agreements.** The obligations of the Developer hereunder shall be that of a party hereto. Nothing herein shall be construed as affecting the City's or Developer's rights, or duties to perform their respective obligations, under other agreements, use regulations or subdivision requirements relating to the development. This Deposit Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

**Section 10. Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Deposit Agreement or of any of its terms. References to section numbers are to sections in this Deposit Agreement, unless expressly stated otherwise.

**Section 11. Interpretation.** As used in this Deposit Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Deposit Agreement shall be interpreted as though prepared jointly by both Parties.

**Section 12. No Waiver.** A waiver by any Party of a breach of any of the covenants, conditions or agreements under this Deposit Agreement to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Deposit Agreement.

**Section 13. Modifications.** Any alteration, change or modification of or to this Deposit Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

**Section 14. Severability.** If any term, provision, condition or covenant of this Deposit Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Deposit Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 15. Computation of Time.** The time in which any act is to be done under this Deposit Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

**Section 16. Legal Advice.** Each Party represents and warrants to the other the following: they have carefully read this Deposit Agreement, and in signing this Deposit Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Deposit Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Deposit Agreement; and, they have freely signed this Deposit Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Deposit Agreement, and without duress or coercion, whether economic or otherwise.

**Section 17 Cooperation.** City and Owner each agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Deposit Agreement including, but not limited to, releases or additional agreements.

**Section 18. Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Deposit Agreement, nor shall any such member, official or employee participate in any decision relating to the Deposit Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

**Section 19. Depositary Agent Duties.**

(a) Depositary Agent undertakes to perform only such duties as are expressly set forth herein and no duties will be implied. Depositary Agent has no fiduciary or discretionary duties of any kind. Depositary Agent's permissive rights will not be construed as duties. Depositary Agent has no liability under and no duty to inquire as to the provisions of any document other than this Deposit Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Depositary Agent.

(b) Depositary Agent will not be liable for any action taken or omitted by it in good faith except to the extent that Depositary Agent's gross negligence or willful misconduct was the sole cause of any loss to City or Owner.

(c) In no event will Depositary Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Depositary Agent to have been created by or on behalf of City or Developer,

(ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Depository Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Deposits as valued upon deposit with Depository Agent

(d) Depository Agent will not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power failures, earthquakes or any other circumstance beyond its control.

**Section 20. Compensation of Depository Agent.**

(a) Fees and Expenses. City agrees to compensate Depository Agent upon demand for its services hereunder in accordance with Schedule A attached hereto. City will be wholly responsible for Depository Agent's compensation. City shall draw upon the Deposits to compensate Depository Agent. The obligations of City under this Section shall survive any termination of this Deposit Agreement and the resignation or removal of Depository Agent.

**Section 21. Identifying Information.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Depository Agent requires documentation to verify its formation and existence as a legal entity. Depository Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. City and Developer agree to provide all information requested by Depository Agent in connection with any legislation or regulation to which Depository Agent is subject, in a timely manner.

**Section 22. Representations and Warranties.** City and Developer each respectively make the following representations and warranties to Depository Agent:

(a) it has full power and authority to execute and deliver this Deposit Agreement and to perform its obligations hereunder; and this Deposit Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule B attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Deposit Agreement and to take any and all other actions as its authorized representative under this Deposit Agreement and no change in designation of such authorized representatives will be effective until written

notice of such change is delivered to each other party to this Deposit Agreement and Depository Agent has had reasonable time to act upon it.

**Section 23. Resignation or Removal of Depository Agent.** Depository Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to City and Developer specifying a date when such resignation will take effect and, after the date of such resignation notice, notwithstanding any other provision of this Deposit Agreement, Depository Agent's sole obligation will be to hold the Deposits pending appointment of a successor Depository Agent. Similarly, Depository Agent may be removed at any time by City and Developer giving at least thirty (30) days' prior written notice to Depository Agent specifying the date when such removal will take effect. If City and Developer fail to jointly appoint a successor Depository Agent prior to the effective date of such resignation or removal, Depository Agent may petition a court of competent jurisdiction to appoint a successor Depository Agent, and all costs and expenses related to such petition shall be paid jointly and severally by City and Developer. The retiring Depository Agent shall transmit all records pertaining to the Deposits and shall pay all Deposits to the successor Depository Agent, after making copies of such records as the retiring Depository Agent deems advisable and after deduction and payment to the retiring Depository Agent of all fees and expenses payable to, incurred by the retiring Depository Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Depository Agent's resignation or removal, the provisions of this Deposit Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Depository Agent under this Deposit Agreement.

**Section 24. Tax Reporting.** Depository Agent has no responsibility for the tax consequences of this Deposit Agreement and City and Developer shall consult with independent counsel concerning any and all tax matters. Except as otherwise agreed by Depository Agent in writing, Depository Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Deposits, if any. Depository Agent will report, on an accrual basis, all interest or income on the Deposits as being owned by City for federal income tax purposes.

**Section 25. Entire Agreement.** This Deposit Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Deposits and sets forth in their entirety the obligations and duties of Depository Agent with respect to Deposits. This Deposit Agreement may be executed in two or more counterparts, which when so executed will constitute one and the same agreement or direction. To the extent any provision of this Deposit Agreement is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deposit Agreement. The Section headings have been inserted for convenience only and will be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Deposit Agreement. Nothing in this Deposit Agreement, express or implied, is intended to or will confer upon

any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Deposit Agreement.

**Section 26. Confirmation of Instructions by Depositary Agent.** In the event instructions, including funds transfer instructions, address change or change in contact information are given to Depositary Agent (other than in writing at the time of execution of this Deposit Agreement), whether in writing, by facsimile or otherwise, Depositary Agent is required, to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule B hereto. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Depositary Agent and will be effective only after Depositary Agent has a reasonable opportunity to act on such changes. If Depositary Agent is unable to contact any of the designated representatives identified in Schedule B, Depositary Agent is hereby required to seek confirmation of such instructions by telephone call-back to any one or more of City's or Developer's executive officers ("Executive Officers"), as the case may be, which will include the titles of City Manager, Deputy City Manager, and Finance Director for the City and Chief Executive Officer, President and Vice President for the Developer, as Depositary Agent may select. Such Executive Officer must deliver to Depositary Agent a fully executed incumbency certificate. City and Developer agree that Depositary Agent may at its option record any telephone calls made pursuant to this Section. Depositary Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by City or Developer to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank.

[Signatures on following page]

**IN WITNESS WHEREOF**, the Parties have executed this Deposit Agreement as of the respective dates set forth below.

**“CITY”**

**CITY OF PERRIS**, a municipal corporation

Dated: \_\_\_\_\_

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

**ATTEST:**

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

**“DEVELOPER”**

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company

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

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

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

**“DEPOSITARY AGENT”**

**U.S. Bank Trust Company, National Association**

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

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

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

## **EXHIBIT A**

### **Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris**

#### **WRITTEN REQUEST NO. 1 FOR DISBURSEMENTS PURSUANT TO THE DEPOSIT AND REIMBURSEMENT AGREEMENT**

The undersigned hereby states and certifies:

(i) That he/she is the duly qualified City Manager/Finance Director of the City of Perris, a municipal corporation duly organized and existing under the laws of the State of California (the "City") and as such, is familiar with the facts herein certified and is authorized and qualified to execute and deliver this certificate;

(ii) That he/she is authorized pursuant to the Deposit and Reimbursement Agreement, dated as of September \_\_\_\_, 2022 (the "Agreement"), by and between the City of Perris and Pulte Home Company, LLC, relating to the formation of Community Facilities District No. 2022-3 (Stratford Ranch) of the City of Perris (the "CFD");

(iii) That pursuant to Section 1 (e) of the Agreement, U. S. Bank is hereby directed to disburse this date from Account No. \_\_\_\_ (the "Account") to the payees, designated on Exhibit A attached hereto and by this reference incorporated herein, the respective sums set forth opposite such payees, in payment of certain expenses related to the CFD;

(iv) That each obligation shown on Exhibit A has been properly incurred and is a proper charge against the Account;

(v) That no item to be paid pursuant to this Written Request has been previously paid or reimbursed from the Account; and

(vi) That capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

Dated: \_\_\_\_\_

CITY OF PERRIS

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

[Written Request for Disbursements from  
Deposit and Reimbursement Agreement]



**SCHEDULE A**

**Schedule of Fees for Services as Depositary Agent**

[see attached]



Schedule of Fees for Services as  
Depository Agent

<b>CTS01010 A</b>	<b>Acceptance Fee</b> - The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. Does not include legal fees.	<b>Amount \$500.00</b>
<b>CTS04060</b>	<b>Depository</b> - Annual fee for standard depository services associated with the administration of the account. Administration fees are payable in advance.	<b>Amount \$750.00</b>

**Direct Out of Pocket Expenses.** Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

**Extraordinary Administration Services.** Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

**General.** Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.





# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** October 11, 2022

**SUBJECT:** Ramona Expressway & Perris Boulevard Block Wall Project

**REQUESTED ACTION:** Adopt the traffic control plan; authorize closure of one lane along Perris Boulevard and one lane along Ramona Expressway as shown on Traffic Control Plan

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

### BACKGROUND/DISCUSSION:

On July 26, 2022, the Council awarded the construction contract for installation of a block wall along Ramona Expressway and Perris Boulevard to Mamco, Inc., dba Alabbasi. The closure of one traveling lane closest to the curb is required to be used for the construction of said wall.

Expected start date for Perris Boulevard wall is October 24, 2022, with anticipated completion by mid-December. Expected start date for Ramona Expressway wall is mid-December with completion expected by March 2023.

The contractor is proposing to provide access to the sidewalk adjacent to the wall during the construction of the wall.

Staff is recommending that the City Council approve the one lane closure along Perris Boulevard and the one lane closure along Ramona Expressway as shown on the Traffic Control Plan.

**BUDGET (or FISCAL) IMPACT:** Cost for all work required to complete this project is paid for by adopted budget.

Prepared by: Habib Motlagh, Project Manager

### REVIEWED BY:

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

Attachments: 1 - Traffic Control Plans (3 sheets)  
2 - Proposed Schedule

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

# ATTACHMENT 1

Traffic Control Plans (3 sheets) prepared by Tran Hoang

VICINITY MAP



TRAFFIC CONTROL PLANS  
FOR  
**RAMONA EXPRESSWAY AND PERRIS BLVD BLOCK WALL PROJECT**  
CITY OF PERRIS



CONTRACTOR SHALL PROVIDE 2 PORTAL & CHANGEABLE MESSAGE SIGNS (CMS) PLACE CMS 1 WEEK BEFORE CONSTRUCTION BEGINS EXACT LOCATION TO BE DETERMINED BY THE ENGINEER

CONTRACTOR TO POST TEMPORARY NO PARKING SIGNS ALONG STREETS AFFECTED BY THE PROPOSED WORK

CONTRACTOR SHALL MAINTAIN AND COORDINATE BUSINESS AND RESIDENTIAL DRIVEWAY ACCESS AT ALL TIMES

CONSTRUCTING DRIVEWAYS TO BE DONE DURING NONWORKING HOURS

WORK HOURS:  
MORNING 7AM - 5PM  
EVENING 5PM - 7PM

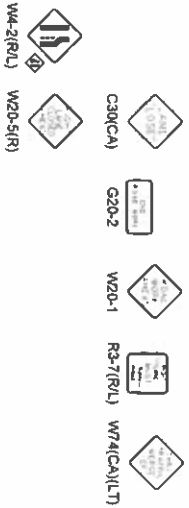
CMS PLACEMENT & MESSAGE DETAIL  
CONTRACTOR SHALL MAINTAIN ALL CMS PLACEMENTS AND MESSAGE DETAIL AS PLACED ONE WEEK PRIOR TO CONSTRUCTION FOR ENTIRE PROJECT CONTRACT DURATION

MOCK SHEET  
SHEET 1 RAMONA EXPRESSWAY  
SHEET 2 PERRIS BLVD  
SHEET 3

**TRAFFIC CONTROL GENERAL NOTES**

- ACCESS TO EXISTING BUSINESSES AND RESIDENCES SHALL BE PROVIDED.
- TRAFFIC CONTROL DEVICES SHALL BE ILLUMINATED WITH RETROREFLECTORIZED FOR NIGHT USE.
- ALL SIGNS, DELINEATORS, BARRICADES, ETC., SHALL CONFORM TO THE CALIFORNIA MUTCD.
- THE CONTRACTOR SHALL MAINTAIN REGULARLY THE CONSTRUCTION ZONE ON A 24-HR BASIS.
- ALL TEMPORARY MARKINGS AND STRIPING SHALL BE PAINT, OR TEMPORARY TYPE, AND SHALL BE REMOVED BY THE CONTRACTOR AT THE END OF THE TRAFFIC CONTROL PROJECT.
- CONTRACTOR REGISTERED CIVIL ENGINEER AND/OR TRAFFIC ENGINEER SHALL BE PRESENT DURING THE INSTALLATION OF SIGNS TO MAKE DECISIONS AND PROVIDE TRAFFIC CONTROL MODIFICATIONS TO PRESERVE PUBLIC SAFETY. CIVIL ENGINEER/TE SHALL INSPECT THE SITE REGULARLY TO MAKE SURE THAT TRAFFIC CONTROL SIGNS ARE BEING MAINTAINED AND REQUIRE MODIFICATIONS.
- REMOVE CONFLICTING STRIPE AND COVER CONFLICTING SIGNS.
- All traffic control devices shall conform to the latest edition of California Manual on Uniform Traffic Control Devices (CA MUTCD) and the Standard Specifications for Public Works latest edition.
- All traffic control devices shall be removed from view when not in use.
- Trenches must be backfilled or plated during non-working hours.
- Access to driveways will be maintained at all times unless otherwise approved by the City Engineer.
- All flaggers shall also be equipped with a hard hat, C88 stop/slow paddle and shall be trained in the proper fundamentals of flagging traffic.
- Contractor shall maintain all traffic control devices 24 hours per day and 7 days a week. A minimum of (13) foot travel lane must be maintained in each direction unless otherwise approved by the City Engineer.
- TRAFFIC ENGINEER SHALL BE PRESENT DURING SETUP AND VISIT THE SITE TO OBSERVE THE FLOW AND MAKE CHANGES AS NEEDED
- LEAVE THE AREA ON RAMONA EXP EAST OF THE CAMPER RESORT FREE FROM ANY OBSTRUCTIONS TO PROVIDE CLEAR SIGHT DISTANCE AND COORDINATE SIGNAGE AS NECESSARY.
- CLOSURES ARE ALLOWED WHEN WORK IS ONGOING. TRAFFIC CONTROL MAY BE LEFT OVERNIGHT AT THE DISCRETION OF THE CITY.
- TEMPORARY PAVEMENT MARKING SHALL BE OF TAPE.

- CONE OR DELINEATOR
- CMS - CHANGEABLE MESSAGE SIGN
- TYPE I BARRICADE W/ SIGN
- FAS - FLASHING ARROW SIGN
- WORK ZONE



**DIGALERT** (with logo)

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

PROJECT NO: \_\_\_\_\_

SCALE: \_\_\_\_\_

FOR: \_\_\_\_\_

CITY OF PERRIS

TRAFFIC CONTROL PLAN

RAMONA EXPRESSWAY AND PERRIS BLVD BLOCK WALL PROJECT

SHEET NO \_\_\_\_\_

OF \_\_\_\_\_ SHEETS

NO. 100-100 DATE: 10-2-21

SCALE: \_\_\_\_\_

FOR: \_\_\_\_\_

CITY FILE NO. \_\_\_\_\_

SEAL - ENGINEER

NO. 100-100 DATE: 10-2-21

SCALE: \_\_\_\_\_

FOR: \_\_\_\_\_

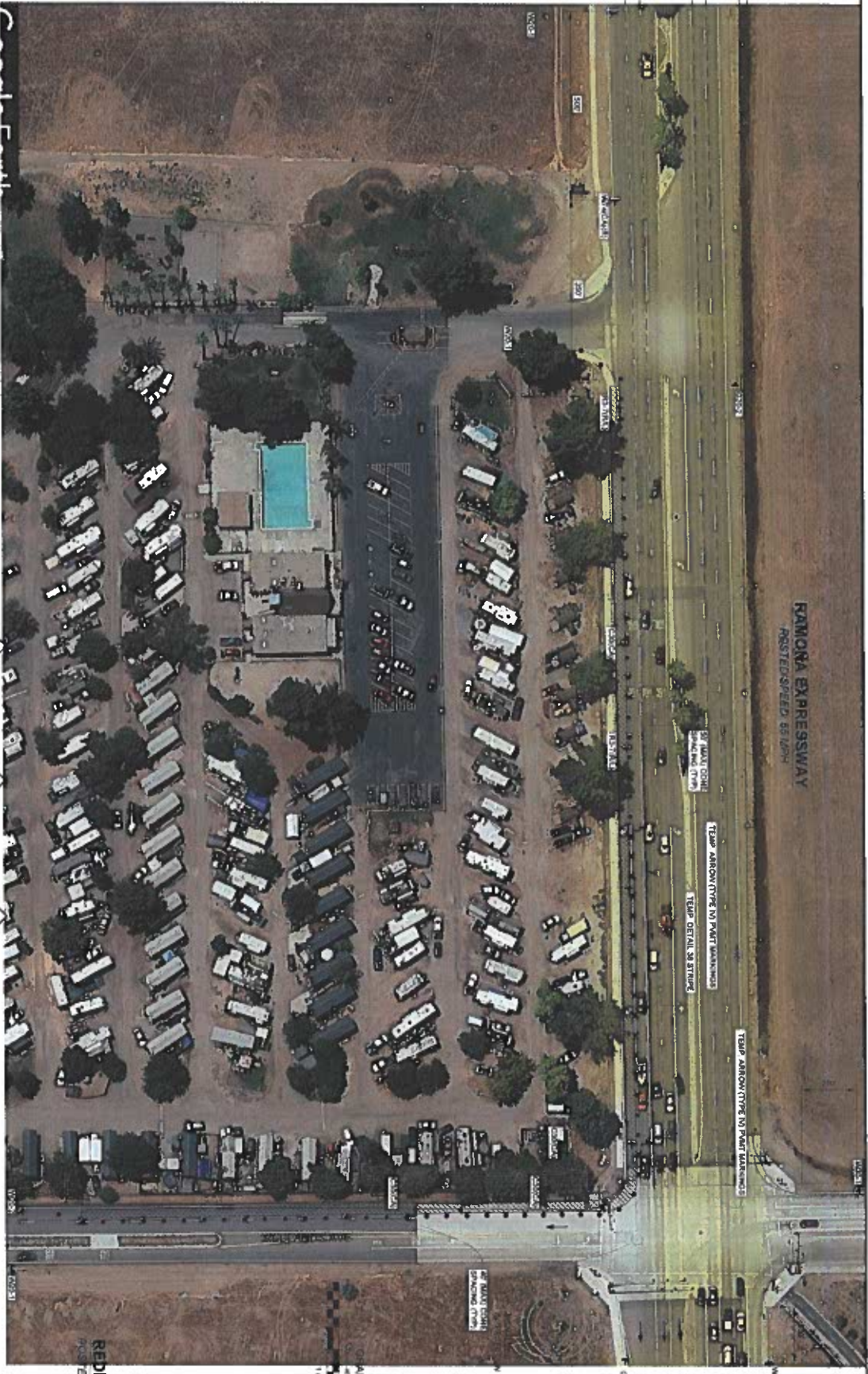
CITY OF PERRIS

TRAFFIC CONTROL PLAN

RAMONA EXPRESSWAY AND PERRIS BLVD BLOCK WALL PROJECT

SHEET NO \_\_\_\_\_

OF \_\_\_\_\_ SHEETS



**RAMONA EXPRESSWAY**  
POSTED SPEED: 65 MPH

**REDLANDS AVE**  
POSTED SPEED: 40 MPH



**CONE OR DELINEATOR TYPE I BARRICADE W/ SIGN**

**PORTABLE FLASHING BEACON**

**WORK ZONE**

**DIGALERT**

**NOTE:**

DATE	TIME	BY	REVISIONS	DATE	TIME	BY	REVISIONS

**CIR(CA) G20-2 W20-1 RA-7(RU) WT4(CA)(LT)**

**SCALE - ENGINEER**

DATE: 10-2-21  
BY: [Signature]  
NO. TR-130

**CITY OF PERRIS**  
TRAFFIC CONTROL PLAN  
RAMONA EXPRESSWAY AND  
PERRIS BVD BLOCK WALL PROJECT

**RAMONA EXPRESSWAY**  
BLOCK WALL

**DATE:** 10-2-21  
**SHEET NO.:** OF 2 SHEETS 3  
**ON FILE NO.:**



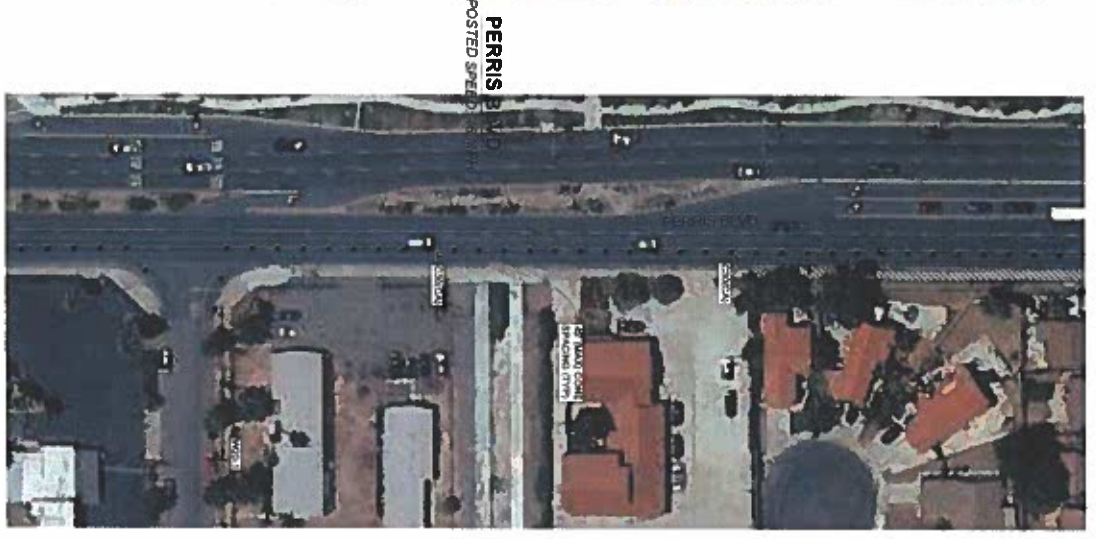
**DIGALERT**  
 ALL WORK SHALL BE IN ACCORDANCE WITH THE CALIFORNIA HIGHWAY PRACTICE ACT, CALIFORNIA PUBLIC LAW 1416, CHAPTER 10, SECTION 15000-15001.

NOTE: NO WORK SHALL BE PERMITTED IN ANY WORK ZONE UNTIL THE REQUIRED SIGNAGE IS INSTALLED AND OBSERVED.

DATE	BY	REVISIONS

SCALE: ENGINEER  
 2010  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 72312  
 DATE: 10-2-22

CITY OF PERRIS  
 TRAFFIC CONTROL PLAN  
 RAYONA EXPRESSWAY AND  
 PERRIS BLVD BLOCK WALL PROJECT



- CONE OR DELINEATOR
- TYPE I BARRICADE
- W SIGN
- PORTABLE FLASHING BEACON
- WORK ZONE TYPE I BARRICADE
- W SIGN



PERRIS BLVD  
 POSTED SPEED 45 MPH

MATCH LINE BOTTOM LEFT

MATCH LINE BOTTOM RIGHT

SHEET NO. 3 OF 3 SHEETS 3-1

# ATTACHMENT 2

Proposed Schedule

ID	Task Mode	Task Name	Duration/Start	Finish	Predecessors	Resource Names	D22	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Task	Notice to Proceed	0 days Mon 10/17/22	Mon 10/17/22	1										
2	Task	USA Markings & Precon Photos/Videos	1 day Mon 10/17/22	Mon 10/17/22	1										
3	Task	Mobilization	2 days Tue 10/18/22	Wed 10/19/22	2										
4	Task	Surveying	1 day Thu 10/20/22	Thu 10/20/22	3										
5	Task	Begin Construction	0 days Mon 10/24/22	Mon 10/24/22	4										
6	Task	Set Up Traffic Control	1 day Mon 10/24/22	Mon 10/24/22	5										
7	Task	Potholing	1 day Mon 10/24/22	Mon 10/24/22	5										
8	Task	Phase 1 (Perris Blvd - Orangefree Drive to Ckrus Ave)	0 days Mon 10/24/22	Mon 10/24/22	7										
9	Task	Temporary Fence	2 days Tue 10/25/22	Wed 10/26/22	8										
10	Task	Clear and Grubbing	2 days Thu 10/27/22	Fri 10/28/22	9										
11	Task	Footing Excavation	3 days Mon 10/31/22	Wed 11/2/22	10										
12	Task	Set Rebar	3 days Thu 11/3/22	Mon 11/7/22	11										
13	Task	Pour Footing	3 days Tue 11/8/22	Thu 11/10/22	12										
14	Task	Set Blocks	17 days Fri 11/11/22	Wed 12/7/22	13										
15	Task	Grout Blocks	3 days Thu 12/8/22	Mon 12/12/22	14										
16	Task	Phase 2 (Redlands Ave and Ramona Expy)	0 days Mon 12/12/22	Mon 12/12/22	15										
17	Task	Set Up Traffic Control	1 day Mon 12/12/22	Mon 12/12/22	15										
18	Task	Temporary Fence	3 days Tue 12/13/22	Thu 12/15/22	16										
19	Task	Clear and Grubbing	3 days Fri 12/16/22	Tue 12/20/22	18										
20	Task	Footing Excavation	4 days Wed 12/21/22	Tue 12/27/22	19										
21	Task	Set Rebar	4 days Wed 12/28/22	Mon 1/2/23	20										
22	Task	Pour Footing	2 days Tue 1/3/23	Wed 1/4/23	21										
23	Task	Set Blocks	18 days Thu 1/5/23	Mon 1/30/23	22										
24	Task	Grout Blocks	3 days Tue 1/31/23	Thu 2/2/23	23										
25	Task	Set Caps	3 days Fri 2/3/23	Tue 2/7/23	24										
26	Task	Install Steel Fence	3 days Wed 2/8/23	Fri 2/10/23	25										
27	Task	Grading	2 days Mon 2/13/23	Tue 2/14/23	26										
28	Task	Graffiti Coating	2 days Wed 2/15/23	Thu 2/16/23	27										
29	Task	Cleanup, Final Walkthrough and Punchlist	2 days Fri 2/17/23	Mon 2/20/23	28										
30	Task	Demobilization	1 day Tue 2/21/23	Tue 2/21/23	29										
31	Task	Project Complete	0 days Tue 2/21/23	Tue 2/21/23	30										





# CITY OF PERRIS

10.D.

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** October 11, 2022
- SUBJECT:** SitelogIQ to perform a comprehensive audit of City Facilities and Parks for energy, gas, and water savings and efficiency.
- REQUESTED ACTION:** That the City Council approve the contract with SitelogIQ to perform a comprehensive audit of the City facilities and Parks for savings and efficiency of energy, gas, and water, and authorize the City Manager to execute a contract with SitelogIQ as to form by the City Attorney.
- CONTACT:** Bryant Hill, Public Works Director

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### BACKGROUND/DISCUSSION:

At the previous Council meeting on September 27, 2022, SitelogIQ presented its preliminary audit showing their finding and the potential savings to the City Council. After the presentation, Council directed staff to proceed with having SitelogIQ perform a more comprehensive audit of our City facilities and parks for energy, gas, and water savings.

SitelogIQ will provide a proposal and solution for implementing facility improvements, energy conservation, energy generation, and management services. In addition, SitelogIQ will analyze energy generation measures and review the current energy usage and other data that may be pertinent to the audit. SitelogIQ will provide a budgetary construction costs estimate and summary of the scope of work for all the recommended Energy Conservation Measures (ECMs). The cost estimates will represent a "turnkey" solution.

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.

Staff recommends that the City Council approve a contract with SitelogIQ for a base fee of \$35,000 plus a 10% contingency (\$35K plus the \$3,500 for a total of \$38,500) for a comprehensive audit, and if the City chooses to move forward with the project, the fee will be absorbed in the contract.

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**BUDGET (or FISCAL) IMPACT:** There will be a \$35,000 base fee plus a 10% contingency (\$35K plus the \$3,500 for a total of \$38,500) to cover additional utility interconnection charges and any unexpected costs. The funds will be coming from the General Fund.

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Prepared by: Bryant Hill, Public Works Director

**REVIEWED BY:**

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

Assistant City Manager *WB*

Deputy City Manager *ER*

Attachment: 1. Contract with SitelogIQ

Consent:  x

Public Hearing:

Business Item:

Presentation:

Other:



**CITY OF PERRIS**  
PUBLIC WORKS DEPARTMENT

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**ATTACHMENT 1:  
Contract with SitelogIQ**

## CITY OF PERRIS

### CONTRACT SERVICES AGREEMENT FOR

#### AUDIT OF CITY FACILITIES FOR ENERGY CONSERVATION MEASURES

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

#### 1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty-Eight Thousand Five- Hundred Dollars (\$38,500) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no



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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 30, 2023.

### **4.0 COORDINATION OF WORK**

4.1 Representative of Consultant. Josh Steeber 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, or his or her designee, 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 \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

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

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

## 5.2 Indemnification.

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

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

## 6.0 **RECORDS AND REPORTS**

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

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

7.3 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent 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: \_\_\_\_\_  
Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Robert Khuu, City Attorney

"CONSULTANT"  
SITELOGIQ,  
A DELAWARE CORPORATION

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

- I. Consultant shall perform the following Services:
- A. Consultant shall perform the Services described herein at the following City facilities and parks (hereafter collectively referred to as the "Facilities and Parks"):
1. Perris City Hall (101 North D Street, Perris, CA 92570)
  2. Bob Glass Gymnasium (101 North D Street, Perris, CA 92570)
  3. Perris City Council Chambers (101 North D Street, Perris, CA 92570)
  4. Development Services (135 North D Street, Perris, CA 92570)
  5. Community Services (227 North D Street, Perris, CA 92570)
  6. Senior Center (100 North D Street, Perris, CA 92570)
  7. Teen Center (120 N Perris Blvd, Perris, CA 92571)
  8. Public Works (1015 South G Street)
  9. Morgan Park (600 E Morgan St, Perris, CA 92571)
  10. Metz Park Soccer Field (251 W Metz Rd, Perris, CA 92570)
  11. Skydive Baseball Park (415 Dale St, Perris, CA 92571)
  12. Bob Long Park (590 E San Jacinto Ave, Perris, CA 92571)
- B. Consultant shall perform the following Services and prepare a Proposal for the City in relation to the Facilities and Parks:
1. Consultant shall provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.
  2. In coordination with the City, Consultant shall conduct a site visit to the Facilities and Parks to perform a physical audit and collect data during the regular business hours of the respective Facilities and Parks. The City will reasonably cooperate and collaborate with Consultant during this phase by providing copies of requested data that is publicly available, including (if available): Site and/or system drawings, historical operating data produced

- or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.
3. The City will also make operational personnel available at reasonable times for in-person and telephone interviews with Consultant to answer questions about existing facilities conditions, operating profile and existing equipment operation, provided, however, the City's obligations hereunder shall not interfere with the City's provision of City services to its residents nor shall it interfere with the City's regular operation.
  4. Where operational data is not available to support the analysis, Consultant shall utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy savings from installing the energy conservation measures.
  5. Consultant shall also analyze the potential for energy generation measures.
  6. Consultant shall recommend energy management and/or on-going monitoring services.
  7. For each of the targeted Energy Conservation Measures ("ECMs"), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions shall be evaluated using data-logged or stipulated and mutually agreed operational schedules.
  8. Consultant shall prepare a return on investment analysis, which shall be consistent with the following Economic Criteria:
    - i. Consultant shall provide the City with a self-funded program that implements the Proposal (as defined below), which pays for itself through expense reductions and minimizes the City's contribution to the implementation thereof. The City shall determine whether the Proposal (as defined below) meets this criteria in its sole and absolute discretion.
    - ii. Consultant shall provide the City with a self-funded program that implements the Proposal (as defined below), which pays for itself through expense reductions and minimizes the City's contributions and meets the requirements of California Government Code Section 4217 et seq. The City shall determine whether the Proposal (as defined below) meets this criteria in its sole and absolute discretion.
  9. Consultant shall provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates shall represent a "turnkey" solution. **Exhibit "A-1"** contains a list of discussed potential ECM's to be evaluated.

10. The results will be presented to City as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 30 years with escalation of no more than 6% and including future maintenance & repair costs. As a result, True Cost of Ownership is presented to the City for its review and consideration.
- C. In order for Consultant to carry out the Services, the City will carry out the following activities:
    1. The City will provide (or cause its energy suppliers to provide) Consultant with the data requested in **Exhibit "A-2"**. In addition, the City will execute Utility Authorization Forms, as applicable, to provide access to Client's Utility account information.
  - II. In addition to any other tangible work products required by this Agreement, Consultant shall prepare the following tangible work products for the City:
    1. A proposal containing Consultant's findings and recommendations, pursuant to Section I(B) of this **Exhibit "A"** in relation to the Facilities and Parks ("Proposal"). The Proposal shall be due pursuant to the Schedule of Performance in **Exhibit "D"**.
  - III. In addition to any other requirement that the Consultant keep the City appraised of the status of performance under this Agreement, Consultant shall keep City appraised of the status of performance by delivering status reports as the City may require from time to time.
  - IV. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by the City.

**Exhibit "A-1"**

**Potential Facility Improvement, Energy Conservation, Energy Generation, and Energy Management Measures to be considered:**

1. Interior and Exterior Lighting Retrofits, including Lighting Controls
2. HVAC Mechanical Equipment
3. HVAC Controls
4. Ionization Unit Retrofit
5. Solar Photovoltaic
6. Battery Energy Storage System
7. Energy Management (EiQ)
8. Domestic & Irrigation Water
9. EV/Fleet Electrification
10. Building Envelope

**Exhibit "A-2"**  
Pre-audit Information Request

#	Must Have	Nice to Have
<b>Utility Information</b>		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
<b>Facility Information</b>		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)

5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan
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**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

None.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Subject to the requirements of this **Exhibit "C"**, Consultant shall be compensated for the Services stated in **Exhibit A** as follows:
  - A. \$35,000 for all Services provided in Exhibit "A".
  - B. \$3,500 (10% contingency) for additional costs, such as additional interconnection fees charged by the applicable utility between \$300 to \$2500 per application if a system impact study is required, to the extent that such additional costs are incurred.
  
- II. Notwithstanding anything to the contrary in this Agreement, City shall not be obligated to compensate Consultant for any Services under **Exhibit "A"** of this Agreement if any of the following circumstances apply:
  - A. If the City enters into a separate agreement with Consultant for implementation of the ECMs as provided in the Proposal ("Implementation Agreement") within 60 days of presenting the Proposal to the City Council, then Consultant shall not be entitled to any compensation for Services performed under **Exhibit "A"**. Further, Consultant agrees that if the City enters into the Implementation Agreement after the aforementioned 60 days, then any amounts paid by the City to the Consultant shall be credited towards the Implementation Agreement's costs.
  - B. If Consultant is not able to meet the Economic Criteria (as provided in Section I(B)(8) of **Exhibit "A"**), then City shall not be obligated to compensate Consultant under this Agreement. The City shall have the sole and absolute discretion to determine whether the aforementioned Economic Criteria has been met.
  
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.



IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the project schedule to be developed by Consultant and the City, which shall be subject to the final written approval of the Contract Officer.
- II. The Contract Officer may approve extensions for the performance of the Services in accordance with Section 3.2.



# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** October 11, 2022

**SUBJECT:** Presentation on Assembly Bill 2449 (Rubio) Open Meetings: Local Agencies: Teleconferences

**REQUESTED ACTION:** Receive and File the Presentation

**CONTACT:** Robert Khuu, City Attorney

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### **BACKGROUND/DISCUSSION:**

On September 13, 2022, Governor Newsom signed Assembly Bill (AB) 2449 into law. AB 2449 goes into effect January 1, 2023 and is set to expire on January 1, 2026. AB 2449 amends the Ralph M. Brown Act and provides alternative teleconference procedures. These new provisions of AB 2449 are in addition to those allowed by AB 361, which will sunset January 1, 2024, and those allowed by traditional teleconferencing rules.

Specifically, AB 2449 authorizes local agencies to use teleconferencing without complying with the requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public, if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction and (1) members participating remotely have "just cause" or there are "emergency circumstances" warranting remote participation, and (2) if due to "emergency circumstances" the legislative body takes action to approve the request.

AB 2449 defines "just cause" as any of the following:

1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.
2. A contagious illness that prevents a member from attending in person.
3. A need related to a physical or mental disability as defined by the statute and not otherwise accommodated.
4. Travel while on official business of the legislative body or another state or local agency.

AB 2449 defines "emergency circumstances" as a physical or family medical emergency that prevents a member from attending in person.

A member of a legislative body seeking to participate remotely under the provisions of AB 2449 must notify the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely. The member will need to provide a general description of the reason, which does not have to exceed 20 words nor disclose any personal medical information exempt from disclosure under the law.

A member participating remotely under AB 2449 will need to participate through *both* audio and visual technology, publicly disclose whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member's relationship with any such individuals.

According to AB 2449, members of a legislative body cannot participate remotely for a period of more than three consecutive months or 20% of the regular meetings within a calendar year. If the legislative body meets fewer than ten (10) times a year, they cannot participate remotely in more than two (2) regular meetings. Additionally, a member is limited to two (2) virtual attendances based on "just cause" per calendar year.

Staff recommends the City Council receive and file the presentation.

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**BUDGET (or FISCAL) IMPACT:** No Fiscal Impact

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**Attachments:**

1. Assembly Bill No. 2449

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

# ATTACHMENT 1

Assembly Bill No. 2449



## Assembly Bill No. 2449

### CHAPTER 285

An act to amend, repeal, and add Sections 54953 and 54954.2 of the Government Code, relating to local government.

[Approved by Governor September 13, 2022. Filed with Secretary of State September 13, 2022.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2449, Blanca Rubio. Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act generally requires posting an agenda at least 72 hours before a regular meeting that contains a brief general description of each item of business to be transacted or discussed at the meeting, and prohibits any action or discussion from being undertaken on any item not appearing on the posted agenda. The act authorizes a legislative body to take action on items of business not appearing on the posted agenda under specified conditions. The act contains specified provisions regarding providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Existing law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health.

This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction. Under this exception,

the bill would authorize a member to participate remotely under specified circumstances, including participating remotely for just cause or due to emergency circumstances. The emergency circumstances basis for remote participation would be contingent on a request to, and action by, the legislative body, as prescribed. The bill, until January 1, 2026, would authorize a legislative body to consider and take action on a request from a member to participate in a meeting remotely due to emergency circumstances if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The bill would define terms for purposes of these teleconferencing provisions.

This bill would impose prescribed requirements for this exception relating to notice, agendas, the means and manner of access, and procedures for disruptions. The bill would require the legislative body to implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with federal law.

Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

*The people of the State of California do enact as follows:*

SECTION 1. Section 54953 of the Government Code, as amended by Section 3 of Chapter 165 of the Statutes of 2021, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.



(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(B) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items

during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(C) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(D) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(E) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) This subdivision shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(f) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency

exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear

remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.

(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(g) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(h) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(i) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(j) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. “Child,” “parent,” “grandparent,” “grandchild,” and “sibling” have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (g).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) “Remote location” means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (f), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) “Remote participation” means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) “State of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 commencing with Section 8550) of Chapter 7 of Division 1 of Title 2.

(6) “Teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(7) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(8) “Two-way telephonic service” means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(9) “Webcasting” means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(k) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 2. Section 54953 of the Government Code, as added by Section 4 of Chapter 165 of the Statutes of 2021, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding

shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d).

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows

any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) The legislative body of a local agency may use teleconferencing without complying with paragraph (3) of subdivision (b) if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction and the legislative body complies with all of the following:

(A) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(i) A two-way audiovisual platform.

(ii) A two-way telephonic service and a live webcasting of the meeting.

(B) In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment.

(C) The agenda shall identify and include an opportunity for all persons to attend and address the legislative body directly pursuant to Section 54954.3 via a call-in option, via an internet-based service option, and at the in-person location of the meeting.

(D) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items

during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(2) A member of the legislative body shall only participate in the meeting remotely pursuant to this subdivision, if all of the following requirements are met:

(A) One of the following circumstances applies:

(i) The member notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting. The provisions of this clause shall not be used by any member of the legislative body for more than two meetings per calendar year.

(ii) The member requests the legislative body to allow them to participate in the meeting remotely due to emergency circumstances and the legislative body takes action to approve the request. The legislative body shall request a general description of the circumstances relating to their need to appear remotely at the given meeting. A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability, or any personal medical information that is already exempt under existing law, such as the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code). For the purposes of this clause, the following requirements apply:

(I) A member shall make a request to participate remotely at a meeting pursuant to this clause as soon as possible. The member shall make a separate request for each meeting in which they seek to participate remotely.

(II) The legislative body may take action on a request to participate remotely at the earliest opportunity. If the request does not allow sufficient time to place proposed action on such a request on the posted agenda for the meeting for which the request is made, the legislative body may take action at the beginning of the meeting in accordance with paragraph (4) of subdivision (b) of Section 54954.2.

(B) The member shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any such individuals.

(C) The member shall participate through both audio and visual technology.



(3) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for a period of more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year, or more than two meetings if the legislative body regularly meets fewer than 10 times per calendar year.

(f) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(g) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(h) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing members of the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Emergency circumstances" means a physical or family medical emergency that prevents a member from attending in person.

(2) "Just cause" means any of the following:

(A) A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(B) A contagious illness that prevents a member from attending in person.

(C) A need related to a physical or mental disability as defined in Sections 12926 and 12926.1 not otherwise accommodated by subdivision (f).

(D) Travel while on official business of the legislative body or another state or local agency.

(3) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to subdivision (e), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(4) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting. Watching or listening to a meeting via webcasting or another similar electronic medium that does not permit members to interactively hear, discuss, or deliberate on matters, does not constitute remote participation.

(5) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(6) “Two-way audiovisual platform” means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic function.

(7) “Two-way telephonic service” means a telephone service that does not require internet access, is not provided as part of a two-way audiovisual platform, and allows participants to dial a telephone number to listen and verbally participate.

(8) “Webcasting” means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

(j) This section shall become operative January 1, 2024, shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 3. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2026.

SEC. 4. Section 54954.2 of the Government Code is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the

regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) “Integrated agenda management platform” means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) “Legislative body” has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to

the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(4) To consider action on a request from a member to participate in a meeting remotely due to emergency circumstances, pursuant to Section 54953, if the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made. The legislative body may approve such a request by a majority vote of the legislative body.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall remain in effect only until January 1, 2026, and as of that date is repealed.

SEC. 5. Section 54954.2 is added to the Government Code, to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's Internet Web site, if the local agency has one. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used Internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an Internet Web site and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary Internet Web site homepage of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an Internet Web site with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) For the purposes of this paragraph, both of the following definitions shall apply:

(i) "Integrated agenda management platform" means an Internet Web site of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(ii) "Legislative body" has the same meaning as that term is used in subdivision (a) of Section 54952.

(E) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's Internet Web site, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are



also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

(e) This section shall become operative January 1, 2026.

SEC. 6. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hospital room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 7. The Legislature finds and declares that Sections 1 and 2 of this act, which amend Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.