



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

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

**Tuesday, April 25, 2023  
6:30 P.M.**

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

**Hyatt Regency Orange County  
11999 Harbor Boulevard  
Garden Grove, California**

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

***ROLL CALL:***

Corona, Rabb, Rogers, Nava, 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
  
- B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) - 1 case

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

2. **ROLL CALL:**

Corona, Rabb, Rogers, Nava, Vargas

3. **INVOCATION:**

Pastor Terry Wells  
First Baptist Church of Perris  
311 E. 5th St. Perris CA 92571

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Corona will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Presentation of a Proclamation to the Make a Wish Foundation.

B. Presentation of a Proclamation Commemorating Municipal Clerk's Week.

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 April 11, 2023 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 a Professional Services Agreement with Glen Lukos Associates for additional Biological and Regulatory Support Services and approve administrative services costs with Interwest for the Perris Valley Storm Drain (PVSD) Channel Tr. Phase 2, Segment 2 (CIP P040).
- B. Consideration to approve Amendment No. 2 to the Professional Services Agreement with Albert A. Webb Associates for Design Services and approve administrative services costs with Interwest for the Perris Valley Storm Drain (PVSD) Channel Tr. Phase 2, Segment 2 (CIP P040).
- C. Consideration to approve the Department of Housing and Urban Development (HUD) FY2023 Community Project Funding Grant Agreement for the Community Program Enhancement Project, Grant Number B-23-CP-CA-0230.
- D. Consideration to adopt Proposed Resolution Number (next in order) approving the Amendment of the City’s Classification and Compensation Plan to Include One (1) New City Classification and Authorize the Amendment of the City’s Salary Range and Placement Schedule which Sets Forth the Classification and Compensation Allocation for All City Employees.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY’S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE ONE (1) NEW CITY CLASSIFICATION AND AUTHORIZE THE AMENDMENT OF THE CITY’S SALARY RANGE PLACEMENT SCHEDULE WHICH SETS FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES

- E. Consideration to adopt Proposed Resolution Number (next in order) regarding the Use or Sale of Alcoholic Beverages Policy in City Facilities.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE POLICY OF THE CITY OF PERRIS TO ALLOW THE USE OR SALE OF ALCOHOLIC BEVERAGES ON SPECIFIC CIVIC CENTER FACILITIES AND RESCINDING RESOLUTION 5930

**11. PUBLIC HEARINGS:**

*The public is encouraged to express your views on any matter set for public hearing. It is our procedure to first receive the staff report, then to ask for public testimony, first from those in favor of the project followed by testimony from those in opposition to it, and if there is opposition, to allow those in favor, rebuttal testimony only as to the points brought up in opposition. To testify on the matter, you need to simply come forward to the speaker’s podium at the appropriate time, give your*

*name and address and make your statement. After a hearing is closed, you may not further speak on the matter unless requested to do so or are asked questions by the Mayor or a Member of the City Council. **Public comment is limited to three (3) minutes.***

- A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00001 to the City's Maintenance Districts. DPR 21-00001 is located on Wilson Avenue. (APN(s): 300-170-008) (Owner(s): First Industrial L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO BENEFIT ZONE 169, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO BENEFIT ZONE 134, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023

Introduced by: Interim City Engineer John Pourkazemi

#### PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00001 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 55. DPR 21-00001 is located on Wilson Avenue. (APN(s): 300-170-008) (Owner(s): First Industrial L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES

DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 55 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 55 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 55 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- C. Consideration to adopt Proposed Resolution Numbers (next in order) regarding annexation of DPR 21-00001 to CFD 2018-02 (Public Services District)-Annexation No. 18. DPR 21-00001 is located on Wilson Avenue. (APN(s): 300-170-008) (Owner(s): First Industrial L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 18 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 18 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 18 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

- D. Consideration to Adopt Proposed Resolution Number (next in order) a proposed Specific Plan Amendment to Update the Green Valley Specific Plan for Consistency with the Perris Valley Airport Land Use Compatibility Plan and adopting the Addendum to the Final Environmental Impact Report for the Green Valley Specific Plan; and Introduce the First Reading of Proposed Ordinance Number (next in order) approving Specific Plan Amendment 21-05125. The Green Valley Specific Plan is generally located north of Watson Road, East of the San Jacinto River and South of Case Road. (Applicant: Matthew Villalobos, Raintree Investment Corporation)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE THIRD ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE GREEN VALLEY SPECIFIC PLAN (GVSP) AMENDMENT (SPA) 21-05125 TO UPDATE THE GVSP FOR CONSISTENCY WITH THE PERRIS VALLEY AIRPORT LAND USE COMPATIBILITY PLAN (PV ALUCP) AND COMPLIANCE WITH SENATE BILL 330, GENERALLY LOCATED NORTH OF WATSON ROAD, EAST OF THE SAN JACINTO RIVER, AND SOUTH OF CASE ROAD SUBJECT TO THE CONDITIONS OF APPROVAL AND BASED ON THE FINDINGS NOTED HEREIN

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 21-05125 TO UPDATE THE PERRIS VALLEY AIRPORT LAND USE COMPATIBILITY PLAN (PV ALUCP) AND COMPLIANCE WITH SENATE BILL 330, GENERALLY LOCATED NORTH OF WATSON ROAD, EAST OF THE SAN JACINTO RIVER, AND SOUTH OF CASE ROAD SUBJECT TO THE CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

- A. Consideration to Receive and File Clarification of Truck Travel Exceptions under the Truck Route Ordinance for non-industrial deliveries.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

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

**15. ADJOURNMENT:**

*In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at: <https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909>. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request, or to obtain an electronic or printed copy of the policy.*

**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>

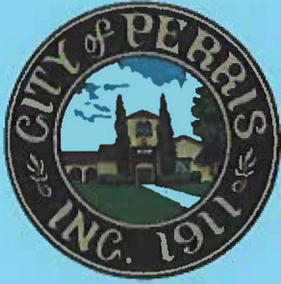
Facebook:

<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:** April 25, 2023

**SUBJECT:** Approval of Minutes

**REQUESTED ACTION:** Approve the Minutes of the Regular Joint City Council Meeting held on April 11, 2023.

**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 *WMB*  
Deputy City Manager \_\_\_\_\_

Attachments: 1. Minutes-April 11, 2023-Regular Joint City Council Meeting

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



# ATTACHMENT 1

Minutes-April 11, 2023 Regular Joint City Council Meeting

## ***CITY OF PERRIS***

### MINUTES:

Date of Meeting: April 11, 2023

06:30 PM

Place of Meeting: City Council Chambers

### CLOSED SESSION

**Mayor Vargas called the Closed Session to order at 5:30 p.m.**

### ROLL CALL

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

**Staff Member's Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu and Director of Development Services Phung.**

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

**City Attorney Khuu noted that the City Council would meet in Closed Session to discuss the items listed on the agenda.**

**The City Council adjourned to Closed Session at 5:31 p.m.**

- B. 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 CVRI2203602

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

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

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

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

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Interim City Engineer Pourkazemi, Police Captain Sims, Battalion Chief Scovill, 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 Marvin Gonzalez

Casa de Oracion

1895 Weston Rd. Perris, CA 92570

**In the absence of Pastor Marvin Gonzalez, Councilmember Rogers gave the Invocation.**

4. PLEDGE OF ALLEGIANCE:

**Mayor Pro Tem Nava 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. He noted that direction was given to staff, but no reportable action was taken.**

6. PRESENTATIONS/ANNOUNCEMENTS:

**There were no Presentations.**

**Mayor Vargas announced that Item 12.A. would be moved up.**

12.A. Consideration and discussion of the Draft March Air Reserve Base (MARB) Compatible Use Study.

**This item was introduced by Director of Development Services Kenneth Phung and then turned over to Dr. Simon Housman for the presentation.**

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

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

**The report was given by Youth Advisory Committee Vice-President Julie Salas.**

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

**Deborah Rabb**

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Special Joint City Council Meeting held on March 7, 2023, the Special Joint City Council Worksession held on March 9, 2023 and the Regular Joint Meeting held on March 14, 2023 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 Malcolm Corona to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

**Mayor Pro Tem Nava requested that Item 10.N. be pulled for separate consideration.**

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

- A. Approved the Plans and Specifications, Awarded a Public Works Construction Contract to Hardy & Harper, Inc. and Rejected all other Bids for the 2023 Citywide Pavement Rehabilitation Project (CIP S002).
- B. Adopted Resolution Numbers 6154, 6155 and 6156 regarding annexation of TR 36647 to Maintenance District Number 84-1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

Resolution Number 6154 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF TR 36647 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6155 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,

OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TR 36647 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6156 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TR 36647 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 30, 2023

- C. Adopted Resolution Numbers 6157, 6158 and 6159 regarding annexation of TR 36647 to Landscape Maintenance District Number 1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

Resolution Number 6157 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 170 TR 36647 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6158 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF TR 36647 TO BENEFIT ZONE 170, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6159 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 170, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC

BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 170, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TR 36647 TO BENEFIT ZONE 170, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 30, 2023

- D. Adopted Resolution Number 6160 regarding annexation of TR 36647 to Flood Control Maintenance District Number 1. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

Resolution Number 6160 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF TR 36647 TO BENEFIT ZONE 135, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON MAY 30, 2023

- E. Adopted Resolution Number 6161 regarding annexation of TR 36647 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 56. TR 36647 is located on Evans Road, north of Ramona Expressway. (APN(s): 302-150-049 and 302-150-050) (Owner(s): Pulte Home Co.)

Resolution Number 6161 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 56]

- F. Approved the Green Business Certification Inc. SITES® Certification Agreement and Confirmation of Agent's Authority for Enchanted Hills Park located at 1400 Weston Road, Perris, CA 92570.
- G. Awarded a contract to Deark E&C, Inc. for Construction Services of the Mercado Park Splash Pad Water Recirculation Project located at 925 south D Street, Perris, CA 92570.
- H. Approved a Real Property Donation Agreement and Joint Escrow Instructions ("Land Donation Agreement") regarding Donation to the

City of Perris of Real Property located at the northeast corner of Old Nuevo Road and West Nuevo Road. (APN(s) 311-050-002 and 305-240-034)

- I. Approved the purchase of one (1) Toyota RAV4 Hybrid Vehicle from Toyota of Riverside, for Public Works.
- J. Approved a Contract with NPG Asphalt for pavement repairs at multiple locations City-wide.
- K. Awarded a contract to South Coast Copy Systems for City Copier Contract Lease.
- L. Approved Extension of Time No. 23-05063 a request for Tentative Tract Map No. 36797 associated with Development Plan Review 15-00012 located at the northeast corner of Wilson Avenue and Water Avenue. (Applicant: Emad Bolous, SA REFKA, LLC)
- M. Approved Extension of Time No. 22-05388 a request for Tentative Tract Map No. 37816 located at north of Ethanac Road, south of Field Stone Drive, between Goetz Road and Green Valley Parkway. (Applicant: Rick Rush with Tri Pointe Homes)
- N. **This item was considered separately-Adopted the Second Reading of Ordinance Number 1425 approving Development Agreement (DA) 22-05297 for specific project improvements and community benefits, and Specific Plan Amendment (SPA) to facilitate construction of a 950,224 Square Foot Industrial Facility and Commercial Development located on the southerly side of Ramona Expressway between Nevada Road and Webster Avenue. (APN(s) 317-120-021, 317-130-017, -021, -025, -048) (Applicant: Daniel Sachs of DECA Perris Land Co, LLC)**

**The Second Reading of Ordinance Number 1425 is entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 21-05218 TO REZONE 42.22 ACRES OF A LARGER 49.17-ACRE SITE FROM BUSINESS PARK OFFICE (BPO) ZONE AND COMMERCIAL (C) ZONE TO LIGHT INDUSTRIAL (LI) ZONE AND TO REMOVE A PLANNED/UNIMPROVED STREET, DAWES AVENUE, FROM THE CIRCULATION PLAN IN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) AND APPROVING DEVELOPMENT AGREEMENT 22-05297 FOR SPECIFIC PROJECT IMPROVEMENTS AND COMMUNITY BENEFITS TO FACILITATE THE DEVELOPMENT OF A 950,224 SQUARE FOOT INDUSTRIAL WAREHOUSE AND 37,215 SQUARE FOOT COMMERCIAL DEVELOPMENT PROJECT AND MAKING FINDINGS IN SUPPORT THEREOF.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the Second Reading of Ordinance Number 1425, as presented.

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

NOES: Marisela Nava

ABSENT:

ABSTAIN:

- O. Adopted Resolution Number 6162 and approved Settlement Agreements and Participation Forms and approved the State-Subdivision Agreements relating to the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens and CVS.

Resolution Number 6162 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AUTHORIZING THE CITY OF PERRIS TO ENTER INTO THE MASTER SETTLEMENT AGREEMENTS WITH CVS, ALLERGAN, TEVA, WALMART AND WALGREENS (INCLUDING THE RELATED PARTICIPATION AGREEMENTS); AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION ALLOCATION AGREEMENTS WITH THE ATTORNEY GENERAL; AND AUTHORIZING THE CITY MANAGER TO CARRY OUT FURTHER RELATED ACTS

- P. Approved the City's Check Register for the month of January 2023.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Approve the Consent Calendar, with the exception of Item 10.N., as presented.

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

NOES:

ABSENT:

ABSTAIN:

## 11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6163, 6164 and 6165 regarding annexation of DPR 20-00017 to the City's Maintenance Districts. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2)

Resolution Number 6163 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 20-00017 TO CITY OF PERRIS



MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS),  
GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT,  
AND LEVYING THE ASSESSMENT FOR FISCAL YEAR  
2022/2023

Resolution Number 6164 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ORDERING THE WORK IN CONNECTION WITH  
ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 168, CITY  
OF PERRIS LANDSCAPE MAINTENANCE DISTRICT  
NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S  
REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL  
YEAR 2022-2023

Resolution Number 6165 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,  
ORDERING THE WORK IN CONNECTION WITH  
ANNEXATION OF DPR 20-00017 TO BENEFIT ZONE 133, CITY  
OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT  
NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S  
REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL  
YEAR 2022-2023

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

**The Mayor opened the Public Hearing at 6:51 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:52 p.m.**

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Numbers 6163, 6164 and 6165, a presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6166 and 6167 regarding annexation of DPR 20-00017 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 54. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2) (This item was continued from the March 28, 2023 City Council meeting)

Resolution Number 6166 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 54 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 54

Resolution Number 6167 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 54 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 54 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

**The Mayor opened the Public Hearing at 6:56 p.m. There was no Public Comment.**

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6166, as presented.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked the City Clerk to open the ballot. City Clerk Salazar opened the ballot and noted that it was marked YES,**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve Resolution Number 6167, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6168 and 6169 regarding annexation of DPR 20-00017 to CFD 2018-02 (Public Services District)-Annexation No. 17. DPR 20-00017 is located at the southeast corner of Nance Street and Webster Avenue. (APN(s): 302-030-010) (Owner(s): Nance & Webster JP-KND2) (This item was continued from the March 28, 2023 City Council meeting)

Resolution Number 6168 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 17 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 17

Resolution Number 6169 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 17 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 17 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

**The Mayor opened the Public Hearing at 6:59 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 6:59 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6168, as presented.

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

NOES:

ABSENT:

ABSTAIN:

**The Mayor asked the City Clerk to open the ballot. City Clerk Salazar opened the ballot and noted that it was marked YES,**

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Rita Rogers to Approve Resolution Number 6169, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. This item was continued Off-Calendar-Consideration to adopt Resolution No. (next in order) to adopt the Mitigated Negative Declaration (MND) 2377 and the Mitigation Monitoring and Reporting Program (MMRP), and approve Specific Plan Amendment 22-05052, Tentative Parcel Map 22-05029 (TPM-38386), and Development Plan Review 20-00020 to facilitate the construction of a 330,804 square foot industrial warehouse building, based on the findings and the Conditions of Approval; and Introduce First Reading of Ordinance No. (next in order) approving Specific Plan Amendment 22-05052 to remove Russell Way, a paper/unimproved street, subject to the information contained in the staff report and making findings in support thereof; The project is located on the west side of Redlands Avenue between E. Rider Street and Placentia Avenue. (APN(s) 300-250-010, -011, -012, -013, -014, -015 and -016) (Applicant: Michael Johnson of Lake Creek Industrial, LLC) (Continued from February 28, 2023 City Council meeting):  
The Proposed Resolution Number (next in order) is entitled:  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2377 (STATE CLEARINGHOUSE #2022110113), AND THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING TENTATIVE PARCEL MAP 22-05029 (38386), AND DEVELOPMENT PLAN REVIEW 20-00020, TO DEVELOP A 330,804 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE DEVELOPMENT PROJECT ON 20.14 ACRES, BASED UPON FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM

**Director of Development Services Kenneth Phung gave the presentation on this item, noting that a request had been received from the applicant to continue this item off-calendar.**

**The following Councilmember spoke:**

**Corona**

**The Mayor opened the Public Hearing at 7:06 p.m. There was no Public Comment.**

**The Mayor closed the Public Hearing at 7:06 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Continue the Item Off-Calendar.

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

NOES:

ABSENT:

ABSTAIN:

- E. Adopted Resolution Number 6170 approving the Draft Community Development Block Grant (CDBG) Annual Action Plan FY 2023-2024.

Resolution Number 6170 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT FY 2023-2024 ANNUAL ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM

**Councilmember Rabb left the City Council Chambers at 7:09 p.m. and returned at 7:11 p.m.**

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

**The Mayor opened the Public Hearing at 7:12 p.m.**

**The following person spoke:**

**Rebecca Rader**

**The Mayor closed the Public Hearing at 7:13 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6170, as presented.

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

NOES:

ABSENT:

ABSTAIN:

**12. BUSINESS ITEMS:**

- A. Consideration and discussion of the Draft March Air Reserve Base (MARB) Compatible Use Study.

—

**This item was taken earlier in the meeting.**

- B. Received and Filed the CGI Communications Perris Video Tour.

—

**Public Information Officer Stephen Hale gave the presentation on this item.**

**The Mayor called for Public Comment, there was no Public Comment.**

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

**The following Councilmember's spoke:**

**Rogers  
Rabb  
Corona  
Nava  
Vargas**

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

**There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:32 p.m. in memory of Michael Ray Navarro, Jr., a Senior at Perris Lake High School, who passed away on March 19, 2023 and Deon Previns Mitchell, the brother of Andre Mitchell, who passed away on March 29, 2023**

**Respectfully Submitted,**

---

**Nancy Salazar, City Clerk**



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

10.A.

**MEETING DATE:** April 25, 2023

**SUBJECT:** Perris Valley Storm Drain Channel Trail Phase 2, Segment 2 (CIP P040)

**REQUESTED ACTION:** Approve Professional Service Agreement with Glen Lukos Associates for additional biological and regulatory support services for the Perris Valley Storm Drain (PVSD) Channel Trail Phase 2; approve administrative services costs with Interwest; authorize total funding in the amount of \$83,130 from Industrial Park – DIF; and authorize the City Manager to execute the Professional Service Agreement, as approved to form by City Attorney

**CONTACT:** John Pourkazemi, Interim Contract City Engineer

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

The Perris Valley Storm Drain (PVSD) Channel Trail Phase 2 is a 3.1-mile, multi-purpose trail parallel to the PVSD Channel from Nuevo Road to north of Case Road, connecting to the South Metrolink Station.

The PVSD Channel Trail Phase 2 has been split into two (2) segments in order to comply with the ATP guidelines for project delivery. Segment 1 is from Nuevo Road to 200 feet north of I-215; Segment 2 is from 200 feet north of I-215 to the South Metrolink Station.

Construction of Segment 1 is funded by California Transportation Commission (CTC) Active Transportation Program (ATP), Cycle 3 Augmentation 2017 totaling \$2.2M.

The delivery of Segment 2 requires additional biological and regulatory support services to comply with the MSHCP, and to present to the Joint Project Review (JPR) through the Regional Conservation Authority (RCA). Glen Lukos and Associates (Consultant) will conduct the required biological surveys and will prepare a biological report to support the CEQA addendum, a jurisdictional delineation report, a revised MSHCP Consistency Analysis to support a Joint Project Review (JPR) amendment, and a determination of biologically equivalent or superior preservation (DBESP) analysis for impact to MSHCP Riparian/Riverine Areas.

Time is of the essence to conduct the biological survey work, as this type of survey must take place in the spring. Additionally, the delivery of the PVSD Channel Trail Phase 2 Segment 2 must be completed by September 26, 2026, therefore, the project must stay on track in order to secure the MSHCP approvals, and CEQA addendum. Albert A. Webb Associates, under contract with the

City will be working with Consultant to secure the CEQA Addendum and associates MSHCP approval and environmental permits.

The strategy to deliver the PVSD Channel Trail Phase 2 is to move forward with construction of Segment 1 while working parallel to secure the CEQA amendment and MSHCP compliance for Segment 2, finalize plans, advertise, award, and complete construction of Segment 2 by September 26, 2026.

Funding source for construction of PVSD Channel Trail Phase 2 Segment 2 has not yet been appropriated.

Consultant fee for the focused biological survey work and specific MSHCP regulatory support services is in the amount not to exceed \$69,930.00 (a fixed fee basis contract amount).

Interwest fee to manage the task is:

Administration – 6 hours/month for the 2 year period at a rate of \$50/hour:	\$7,200
City Engineer – 2 hours/month for the 2 year period at a rate of \$125/hour:	<u>\$6,000</u>
Total:	\$13,200

Total funding appropriation is \$83,130.

Staff recommends the Council approve Professional Service Agreement with Consultant in the amount not to exceed \$69,930, approve project management services with Interwest in the amount of \$13,200; and authorize the City Manager to execute the Professional Service Agreement with Consultant.

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**BUDGET (or FISCAL) IMPACT:**

The focused biological survey work and specific MSHCP regulatory support services and project management services, totaling \$83,130, are budgeted in the FY 2022-2023 CIP Budget P040.

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Prepared by: John Pourkazemi, Interim Contract City Engineer

**REVIEWED BY:**

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

**Attachments:**

1. PVSD Channel Trail Phase 2, Segments 1 and 2
2. Glen Lukos Associates Cost Proposal
3. Professional Service Agreement

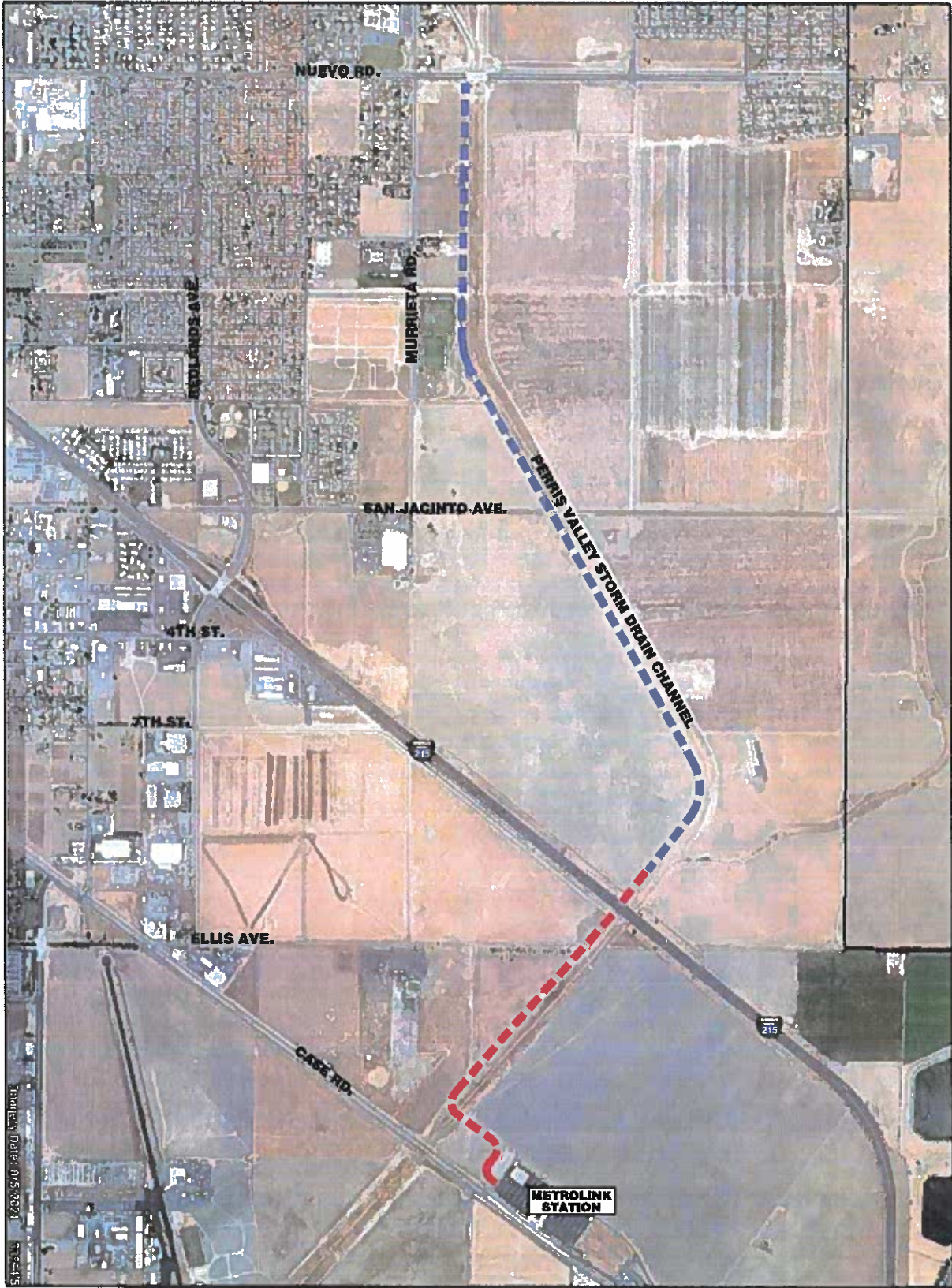
Consent: X  
Public Hearing:  
Business Item:  
Presentation:  
Other:



# ATTACHMENT 1

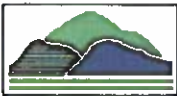
PVSD Channel Trail Phase 2 – Segments 1 and 2

**PERRIS VALLEY STORM DRAIN CHANNEL TRAIL  
PHASE II SEGMENTS 1 & 2  
VICINITY MAP**



**LEGEND:**

- ■ ■ ■ ■ TRAIL SEGMENT 1 (COST ESTIMATE: \$2,548,000)
- ■ ■ ■ ■ TRAIL SEGMENT 2 (COST ESTIMATE: \$2,400,000)



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
S.A. - 0410 04-17-2003



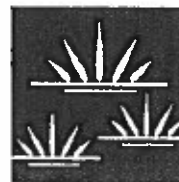
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# ATTACHMENT 2

Glen Lukos Associates Cost Proposal

# GLENN LUKOS ASSOCIATES

Regulatory Services



March 5, 2023

City of Perris, Engineering Department  
c/o Ms. Grace Alvarez  
24 South "D" Street, Suite 100  
Perris, California 92570

**SUBJECT:** Proposal to Provide Additional Biological and Regulatory Support Services for the Perris Valley Storm Drain Channel Trail Project in the City of Perris, Riverside County, California

Dear Ms. Alvarez:

Glenn Lukos Associates, Inc. (GLA) is pleased to submit this proposal for provision of additional biological and regulatory support services for the Perris Valley Storm Drain (PVSD) Channel Trail located in the City of Perris, Riverside County, California. This proposal presents a scope of work to update previous work performed by GLA to support approvals pursuant to the California Environmental Quality Act (CEQA) and the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). Specifically, GLA will conduct updated biological surveys and will prepare a biological report to support a CEQA addendum, a jurisdictional delineation report, a revised MSHCP Consistency Analysis to support a Joint Project Review (JPR) amendment, and a Determination of Biologically Equivalent or Superior Preservation (DBESP) Analysis for impacts to MSHCP Riparian/Riverine Areas.

## **PERSONNEL**

Mr. David Moskovitz will lead a staff of qualified regulatory specialists and biologists in the performance of review of work. Mr. Moskovitz is a field biologist and regulatory specialist with an extensive background in field botany, plant ecology, and wildlife biology. He has worked in the environmental consulting field for over ten years and has participated in numerous wetland delineations, biological investigations, and restoration programs. Mr. Moskovitz has investigated a diverse range of topics in plant ecology including wetlands and riparian systems, vernal pools, alluvial scrub plant communities, fire ecology of mixed conifer forests, and classification of desert plant communities. In addition to his botanical background, Mr. Moskovitz has experience in wildlife biology, including general habitat assessments, focused surveys for sensitive plants and animals, nesting bird surveys, wildlife movement studies, and raptor foraging studies. Mr.

City of Perris, Engineering Department  
c/o Ms. Grace Alvarez  
March 5, 2023  
Page 2

Moskovitz has experience with biological investigations involving Habitat Conservation Plans (HCP), including the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and the San Diego Multi-Species Conservation Plan (MSCP).

## COSTS

The proposed fixed fee for performance of the attached scope of work is \$69,930, which includes direct costs but which does not include meetings not specifically addressed in the scope of work. This proposal is valid for a period of 180 days after which time changes to the scope and/or proposed fee may be required to proceed.

The following assumptions are incorporated into the proposed fee:

- The survey work will focus primarily on Segment 2 of the trail alignment, extending from I-215 to the South Perris Metrolink Station, but will also include the assessment of minor expanded areas within Segment 1, which extends from Nuevo Road to I-215. This would result in surveys of approximately 5 acres of land over approximately one mile of project alignment. If additional improvements are anticipated, GLA must be so informed prior to start of work so that we can prepare a revised proposal.
- Permission to access the study areas and keys or combinations to locked gates will be obtained by the client and provided to GLA. Please be advised that GLA cannot perform offsite work or prepare reports about offsite areas without the written permission of those property owners.
- Field studies will be performed at a time, to be arranged with the client. The scope of work includes habitat assessments and focused surveys. As such, ground disturbing activities (routine or otherwise), including but not limited to disking, mowing, and vegetation clearing, should not take place immediately prior to or during performance of the scope of work. In the event that such activities occur, the habitat assessments and/or focused surveys may not be able to be completed as scoped.
- Access to all parcels that comprise the Project site must be provided to GLA without restriction. If GLA must revisit the site due to access constraints at any time during completion of the scope of work, a change order may be required to capture the additional effort.
- The site is known to contain suitable habitat for both MSHCP Narrow Endemic Plant species and Criteria Area Plant species, and the burrowing owl. Focused surveys will be conducted for these species as identified in the attached scope of work.

City of Perris, Engineering Department  
c/o Ms. Grace Alvarez  
March 5, 2023  
Page 3

- This proposal includes scope to amend the existing JPR and to process a DBESP for impacts to MSHCP riparian/areas. The scope of work allows for the preparation of supporting documents as well as coordination with the project team, as well as the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS), collectively referred to as the "Wildlife Agencies".
- This proposal does not include permit processing. The type of permits required and the effort required to obtain permits depend largely on information gathered during the jurisdictional delineation and biological surveys and upon how the ultimate project design affects those resources. GLA can prepare change order request for permit processing once we have gathered enough information to develop a permitting strategy.
- This proposal does not include response to any public agency comments as the result of the CEQA addendum. The level of effort to respond to comments depends on the number of extent of comments. GLA can prepare a change order request once we have received public agency comments.

#### **MATERIALS NEEDED FROM THE CLIENT**

Prior to the start of work, GLA will need the following materials:

1. A digital file of the base topographic map of the project area (DWG format in State Plane Coordinates).
2. A digital file of the plan view of the project boundary, proposed grading, and other infrastructural improvements as an overlay to the existing topo (DWG format in State Plane Coordinates and PDF files).
3. A written project description to be included in the technical reports.

#### **SCHEDULE**

Fieldwork is scheduled to begin within the next two weeks pending the receipt of a signed contract or written authorization to proceed, but will be adjusted as necessary.

City of Perris, Engineering Department  
c/o Ms. Grace Alvarez  
March 5, 2023  
Page 4

If you have any questions, please contact Thienan Pfeiffer at (949) 340-9088.

Sincerely,

GLENN LUKOS ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "Thienan Pfeiffer".

Thienan Pfeiffer  
President

DM

p:0499-7b.pro

# ATTACHMENT 3

Professional Service Agreement



**CITY OF PERRIS**

**CONTRACT SERVICES AGREEMENT FOR**

**PERRIS VALLEY STORM DRAIN CHANNEL TRAIL, PHASE 2 BIOLOGICAL  
AND REGULATORY SUPPORT SERVICES**

This Contract Services Agreement ("Agreement"), is made and entered into this 25<sup>th</sup> day of April, 2023, by and between the City of Perris, a municipal corporation ("City"), and Glen Lukos Associates, a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

**1.0 SERVICES OF CONSULTANT**

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

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

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

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

## 2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Sixty Nine Thousand Nine Hundred Thirty dollars (\$69,930.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

### **3.0 PERFORMANCE SCHEDULE**

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 31, 2025.

## **4.0 COORDINATION OF WORK**

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

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

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

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

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

## **5.0 INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

## 5.2 Indemnification.

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

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

## 6.0 RECORDS AND REPORTS

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

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

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

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

## **7.0 ENFORCEMENT OF AGREEMENT**

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

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

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

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

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

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

## 8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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



## 9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"  
CITY OF PERRIS

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

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


APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Robert Khuu, City Attorney

GLEN LUKOS ASSOCIATES, a California Corporation "CONSULTANT"

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

Thienan Pfeiffer, President

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

~~Dominique Brunel, Secretary~~ \_\_\_\_\_  
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]

**SCOPE OF WORK**  
**CEQA AND MSHCP BIOLOGICAL SUPPORT SERVICES**  
**PERRIS VALLEY STORM DRAIN CHANNEL TRAIL PROJECT**  
**PERRIS, RIVERSIDE COUNTY, CALIFORNIA**

**TASK I. CONDUCT GENERAL BIOLOGICAL SURVEYS**

GLA biologists shall conduct updated general biological surveys for the Project alignment, recording all flora and fauna observed on site in field notes. This work will include a habitat assessment for special status plants and animals known to occur in the range of the project. Should any sensitive species and/or habitats be identified during performance of general surveys, their descriptions shall be recorded in field notes and locations will be indicated on a map of the site. Lists of all flora and fauna identified on site shall be included in Floral and Faunal Compendia prepared for inclusion in the final biological technical report. A map of sensitive species/habitat locations shall also be included in the report.

GLA will update existing vegetation mapping for the Project alignment, following the MSHCP vegetation baseline that is based on Holland (1986). All flora and fauna identified on site during vegetation mapping will be included in floral and faunal compendia prepared for the property.

Existing maps, documents, databases, and correspondence relative to the proposed project will also be reviewed and analyzed. Included in this task will be a review of the California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Rare Plant Inventory, Federal Register, U.S. Fish and Wildlife Service (USFWS) occurrence data, and previous biological documentation prepared for the Project.

**TASK II. PERFORM FOCUSED SURVEYS FOR SENSITIVE PLANTS**

The Project alignment is located within the MSHCP Narrow Endemic Plant Species Survey Area (NEPSSA) and the Criteria Area Plant Species Survey Area (CAPSSA). GLA biologists shall conduct updated focused surveys for sensitive plant species which have the potential to occur on site. Please be aware that focused surveys for many plant species can only be performed during specific times of the year. GLA will perform the focused plant surveys coinciding with the blooming periods for the target species, as applicable. The identification of any sensitive species on site will be recorded in field notes and their locations and estimated population size(s) will be noted on a map of the site to be submitted with the final biological technical report. All flora and fauna identified on site during performance of focused surveys will be included in floral and faunal compendia prepared for the property.

### **TASK III. CONDUCT FOCUSED BURROWING OWL SURVEYS**

The Project alignment is located within the MSHCP Survey Area for the burrowing owl (*Athene cunicularia*). GLA biologists shall conduct updated focused surveys within areas of suitable habitat. The MSHCP *Burrowing Owl Survey Instructions* is divided into two main steps. Step I includes a general habitat assessment for the burrowing owl. If suitable habitat exists on site, then step II must be conducted. Step II, Part A requires a focused burrow survey to locate and map suitable burrows with the potential to be occupied by burrowing owls. This includes observing burrow for diagnostic owl sign, including whitewash, regurgitated pellets, bones, feathers, etc. If suitable burrows are identified, then focused surveys are required; which are to be conducted during the breeding season (March 1 through August 31). The Project alignment will be divided into two survey polygons to complete the surveys. A total of four focused survey visits are required per survey polygon, which may include the focused burrow survey if conducted during the breeding season. The results of the focused burrowing owl surveys will be included in the Biological Technical Report and MSHCP Consistency Analysis.

### **TASK IV. CONDUCT JURISDICTIONAL DELINEATION**

GLA regulatory specialists and biologists will conduct an updated delineation of jurisdictional waters for Segment 2 of the trail alignment, including Corps, Regional Board and CDFW jurisdictional jurisdiction. The delineation will also include an updated assessment for MSHCP riparian/riverine areas and vernal pools.

The GLA team will delineate Corps jurisdictional boundaries within the project site. The field team will investigate specific conditions relating to jurisdictional criteria such as evidence of ordinary high water marks (OHWM), wetland vegetation indicator species, hydric soils, and appropriate hydrology, all as outlined in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual (1987 Manual) and the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0). Reference will also be made to the 2019 State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (State Board Wetland Definition and Procedures) to identify suspected State wetland habitats. The OHWM will be evaluated using the methodology set forth in the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States. These data will be recorded on the aerial photograph for use in preparing jurisdictional maps and a letter report.

The field team will delineate CDFW jurisdictional boundaries within the project site. All intermittent and ephemeral streams, rivers, creeks, dry washes, sloughs, blue-line streams, and watercourses with subsurface flows, canals, aqueducts, irrigation ditches, and other means of water conveyance, and lakes will be examined for indicators of CDFW jurisdiction. These indicators include biologic components of aquatic systems (such as riparian vegetation) and physical features (such as a bed or channel, banks, levees, instream features such as logs or snags, and flood plains). Measurements of this jurisdiction will be taken at periodic intervals along the drainage and mapped

onto a 200-scale topographic map. Isolated wetlands (such as vernal pools) are generally not considered to be within CDFW jurisdiction.

The Regional Board's jurisdiction pursuant to Section 401 of the Clean Water Act will be identical to that of the Corps pursuant to Section 404 of the Clean Water Act. However, where the Corps declines jurisdiction, the Regional Board will claim jurisdiction over such waters pursuant to the Porter-Cologne Act. GLA will identify and delineate any such waters and keep track of those waters separately from those within Corps jurisdiction.

GLA biologists will update the mapping of MSHCP riparian/riverine areas and vernal pools. The MSHCP defines riparian/riverine areas as *lands which contain Habitat dominated by trees, shrubs, persistent emergent mosses and lichens, which occur close to or which depend upon soils moisture from a nearby fresh water source; or areas with fresh water flow during all or a portion of the year.* The MSHCP defines vernal pools as *seasonal wetlands that occur in depression areas that have wetlands indicators of all three parameters (soils, vegetation, and hydrology) during the wetter portion of the growing season but normally lack wetland indicators of hydrology and/or vegetation during the drier portion of the growing season.*

#### **TASK V. PREPARE BIOLOGICAL TECHNICAL REPORT**

GLA will prepare a biological technical report to support the Project's CEQA addendum that will document the findings of the updated studies and will summarize the previous studies. GLA previously prepared a Natural Environment Study (NES) to support Caltrans review but did not prepare a separate biological report for CEQA, as the NES was used for that purpose. Since the NES is not to be updated as a result of the proposed project changes, GLA will prepare a separate biological technical report to document the results of the updated studies, while utilizing other existing information from the prior NES.

The biological technical report will document the findings of the updated focused biological surveys. The biological technical report will provide a full description of the existing conditions on the site including vegetation communities (vegetation map included), sensitive plants or animals identified onsite (sensitive species map to be included), wildlife movement corridors present on site (if applicable), and a discussion of sensitive plants and animals not identified onsite and whether there are sensitive plants and/or animals with potential to occur on the site in a constraining role. The biological technical report will evaluate project impacts to biological resources, including special status species and will develop mitigation measures where project impacts to biological resources have been determined to be significant. This task and cost estimate include budget to cover one impact analysis and one revision due to comments, but does not cover additional revisions that may be needed due to future design changes.

#### **TASK VI. PREPARE JURISDICTIONAL DELINEATION REPORT**

A regulatory specialist will prepare a letter report to document the findings concerning Corps, Regional Board, and CDFW jurisdiction on the site. The report will document the extent of

jurisdiction and assess wetland-related biological resources. Documentation will consist of (1) field data sheets (as an appendix), (2) color photographs of representative jurisdictional areas (and non-jurisdictional areas that could be mistaken for jurisdiction), (3) a topographic map (at the scale provided by the client, but not less than 200-scale) of the limits of jurisdictional areas (the map will show all points at which measurements were made and soil pits examined), and, if applicable, (4) a table showing the area of Corps, Regional Board, and CDFW jurisdiction for each drainage and tributary.

#### **TASK VII. PREPARE MSHCP CONSISTENCY ANALYSIS**

GLA will prepare an updated consistency analysis discussing the Project's consistency with the MSHCP. Based on a modified project design and updated biological surveys, the consistency analysis will re-address MSHCP requirements pertaining to Reserve Assembly, Riparian and Riverine Areas and Vernal Pools (Section 6.1.2), Narrow Endemic Plant Species (Section 6.1.3), Urban/Wildlife Interface Guidelines (Section 6.1.4) and Additional Survey Needs and Procedures (Section 6.3.2). This task allows for one round of revisions based on RCA comment but does not allow for additional revisions due to future changes in the project design.

#### **TASK VIII. PREPARE A DETERMINATION OF BIOLOGICAL EQUIVALENT OR SUPERIOR PRESERVATION ANALYSIS**

GLA will prepare a Determination of Biologically Equivalent or Superior Preservation (DBESP) Analysis to address impacts to riparian/riverine areas, and any other applicable resources that are noted during the updated studies. The report will provide a definition of the project area for all portions of the project; a written project description, demonstrating why an avoidance alternative is not feasible; a written description of biological information available for the project site including the results of resource mapping; soils description/analysis/map, floral and faunal list; analysis of 100% avoidance and alternatives (including minimization of direct and indirect effects); quantification of unavoidable impacts to the MSHCP species/habitats triggering the DBESP, including direct and indirect effects; a functions and values assessment that will focus on affects to downstream values related to Conserved Species; habitat assessments for least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, Riverside fairy shrimp, and vernal pool fairy shrimp; a written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization and/or compensation through restoration or enhancement; written discussion of edge treatments and their relation to the functions and values to be conserved (including lighting, noise, trash/debris, urban and storm water runoff, toxic material, exotic plant and animal infestations, dust); mitigation measures need to demonstrate ensure long-term conservation and need to consider restoration and/or enhancement of on-site habitat restoration and/or enhancement of off-site habitat; and a finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures.

This task and cost estimate include budget sufficient for one revision to the draft DBESP analysis based on comments from the RCA during JPR review, and one revision following initial Wildlife Agency review. Additional revisions due to future design changes are not covered by this task.

**TASK IX. PROJECT COORDINATION**

GLA will coordinate the results of all biological studies with the Project team to ensure that any potential problems are made known and resolved at the earliest possible opportunity. This task also includes coordination with the RCA to amend the JPR, and coordination with the Wildlife Agencies to process the DBESP. This task will allow for up five virtual meetings and additional miscellaneous coordination.

**COST**

TASK	TOTAL COSTS
Task I. General Biological Surveys	\$3,530
Task II. Focused Plant Surveys	\$8,820
Task III. Focused Burrowing Owl Surveys	\$10,410
Task IV. Conduct Jurisdictional Delineation	\$4,940
Task V. Prepare Biological Technical Report	\$8,680
Task VI. Prepare Jurisdictional Delineation Report	\$8,680
Task VII. Prepare MSHCP Consistency Analysis	\$7,510
Task VIII. Prepare DBESP Analysis	\$10,310
Task IX. Project Coordination	\$7,050
<b>TOTAL</b>	<b>\$69,930</b>



GLENLUK-01

LHEMMERS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> License # 0757776 <b>HUB International Insurance Services Inc.</b> 3390 University Avenue Suite 300 Riverside, CA 92501	<b>CONTACT NAME:</b> Lysandra Jones-Hemmers <b>PHONE (A/C, No, Ext):</b> (909) 379-1333 <b>FAX (A/C, No):</b> (909) 533-2266 <b>E-MAIL ADDRESS:</b> lysandra.hemmers@hubinternational.com														
<b>INSURED</b>  <b>Glenn Lukos Associates, Inc.</b> 1940 E Deere Avenue Ste 250 Santa Ana, CA 92705	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Starr Surplus Lines Insurance Company</b></td> <td style="text-align: center;"><b>13604</b></td> </tr> <tr> <td>INSURER B: <b>Travelers Casualty Insurance Company of America</b></td> <td style="text-align: center;"><b>19046</b></td> </tr> <tr> <td>INSURER C: <b>Hartford Casualty Insurance Company</b></td> <td style="text-align: center;"><b>29424</b></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Starr Surplus Lines Insurance Company</b>	<b>13604</b>	INSURER B: <b>Travelers Casualty Insurance Company of America</b>	<b>19046</b>	INSURER C: <b>Hartford Casualty Insurance Company</b>	<b>29424</b>	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	1000067334231	3/31/2023	3/31/2024	EACH OCCURRENCE \$ <b>2,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b>
							MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>2,000,000</b>
							GENERAL AGGREGATE \$ <b>4,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-8M250481-23-42-G	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b>  DED      RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	72WECAR3J9L	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ <b>1,000,000</b> E.I. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.I. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	Professional Liab			1000067334231	3/31/2023	3/31/2024	<b>Each Occurrence/Agg</b> \$ <b>2,000,000</b>
A	Pollution Liability			1000067334231	3/31/2023	3/31/2024	<b>Each Occurrence</b> \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: GLA#0499-0007PVSD Perris Valley Storm Drain Trail Improvement and Bridge Project

City of Perris, its officers, employees and agents are Additional Insured as respect to General Liability per attached, as required by written contract, including Primary/Non-contributory and Waiver of Subrogation. Professional Liability included per attached. Auto Additional Insured and Waiver of Subrogation applies per attached, including Primary wording per attached. Waiver of Subrogation on Workers Compensation applies per attached. A \$5,000 Deductible applies per claim on Professional Liability. No Deductible on Automobile Liability. Maximum Policy Aggregate limit is \$4,000,000 on General Liability, and \$2,000,000 on Professional and Pollution Liability.

"Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc (Hub), independent of any rights which may be afforded SEE ATTACHED ACORD 101"

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Perris</b> 101 N D Street Perris, CA 92570	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services Inc.</b>		License # 0757776	NAMED INSURED Glenn Lukos Associates, Inc. 1940 E Deere Avenue Ste 250 Santa Ana, CA 92705
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

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

**Description of Operations/Locations/Vehicles:**  
 within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holders notice of such cancellation within ten (10) days of the cancellation date."

**A.M. Best :**  
 Starr Surplus Lines Insurance Company A XV  
 Travelers Casualty Insurance Company of America A++ XV  
 American Family Home Insurance Company A+ XV



# Starr Surplus Lines Insurance Company

## Primary and Non-contributory, Additional Insured and Waiver of Subrogation

**Policy Number:** 1000067334231

**Effective Date:** March 31, 2023 at 12:01 A.M.

**Named Insured:** Glenn Lukos Associates Inc

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form  
Owners and Contractors Protective Liability Coverage Form  
Products/Completed Operations Liability Coverage Form  
Contractors Pollution Liability Coverage Form  
Professional Liability Coverage Form  
Site Pollution Liability Coverage Form

### SCHEDULE

Where Required By Written Contract


- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the schedule of this endorsement, but only with respect to liability arising out of "your work" for that insured by or for you.
- B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insured's shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against these additional insured's because of payments we make for injury or damage arising out of "your work" done under a written contract with the additional insured.
  3. The term insured is used separately and not collectively, but the inclusion of more than one insured shall not increase the limits or coverage provided by this insurance.

Insureds and Agents are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates should not be used to amend, expand or otherwise alter the terms of the actual policy.

All other terms and conditions of this Policy remain unchanged.

Signed for STARR SURPLUS LINES INSURANCE COMPANY

  
\_\_\_\_\_  
Steve Blakey, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

## PROFESSIONAL LIABILITY COVERAGE FORM

### CLAIMS MADE AND REPORTED COVERAGE PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in "this policy" restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not insured.

Throughout "this policy," the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under "this policy." The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS**.

#### SECTION I - COVERAGE

##### Coverage: Professional Liability

##### A. Insuring Agreement

1. We will pay those sums in excess of the deductible that the insured becomes legally obligated to pay as "damages" resulting from "claims" made for any "breach of professional duty," but only if:
  - a. such "breach of professional duty" first takes place:
    - i. on or after the "retroactive date";
    - ii. before the end of the "policy period"; and
    - iii. solely in the performance of "professional services" performed within the "coverage territory";
  - and only if:
    - b. such "claims" are:
      - i. first made against the insured during the "policy period" or any purchased Extended Reporting Period;
      - ii. brought within the "coverage territory"; and
      - iii. reported to us in writing during the "policy period" or any purchased Extended Reporting Period.
2. If additional "claims" are subsequently made that arise out of the same "breach of professional duty" or any "interrelated breaches" as a "claim" already made, then all such additional "claims," whenever made, shall be deemed first made within the policy year or purchased Extended Reporting Period in which the earliest "claim" arising out of such "professional services" was made and all such "claims" shall be subject to the same Each Claim Limit of Insurance.
3. We have the right but not the duty to defend the insured against any "suit" seeking "damages" to which this insurance applies. However, we will not defend any insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our sole discretion, investigate any alleged "breach of professional duty" and settle any "claim" or "suit" that may result. But:
  - a. The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**; and
  - b. If we opt to defend the insured against a "suit," such defense will end when the applicable limit of insurance has been exhausted by the payment of "damages" or supplementary payments or both.

## **B. Exclusions**

This insurance does not apply to "claim(s)":

### **1. Prior Claims**

First made against any insured prior to the inception of "this policy"; or

### **2. Knowingly Wrongful Acts**

Arising out of any insured's dishonest, intentional, fraudulent, criminal, malicious, or knowingly wrongful act or non-compliance with any statute, regulation, ordinance, professional license requirement, administrative complaint, notice of violation, notice letter, executive order, or instruction of any government agency or body. However, this exclusion shall not apply unless and until there is a final judgment against an insured establishing such conduct. Where there is such a final judgment, the insured shall reimburse us for all payments made for the associated "claim"; or

### **3. Executive Officer**

Arising from any insured's services and/or capacity as an "executive officer," director, partner, trustee or "employee" of a business enterprise not named in the Declarations; or

### **4. Other Enterprises**

Arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company if it is not named in the Declarations; or

### **5. Warranties or Guarantees**

Arising out of any express or implied warranty or guarantee unless liability would have attached to the insured in the absence of an express warranty or guarantee; or

### **6. Punitive Damages**

For punitive damages, exemplary damages, multiplied damages, fines or penalties; or

### **7. Insurance/Bonds**

Arising out of the advising of, requiring of, or failure to advise of or require, or failure to obtain or maintain, any form of insurance or surety bond; or

### **8. Contractual Liability**

Based upon or arising out of the liability of others that you assume under a contract or agreement. However, this exclusion does not apply provided that the liability would exist in the absence of a contract or agreement and results from a "breach of professional duty" that takes place subsequent to the execution of the contract or agreement; or

### **9. Workers Compensation**

Arising out of, or in any way related to, the obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law; or

### **10. Vehicles**

Arising from the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by, or rented or loaned to, you; or

### **11. Products**

Arising out of the design or manufacture of any products developed by or on behalf of any insured for multiple sale or mass distribution, including but not limited to computer programs or software; or

### **12. Faulty Workmanship**

Associated with any cost to replace or repair any faulty: workmanship, construction, assembly, erection, fabrication, installation, remediation, or other work including materials, parts or equipment furnished in connection therewith; or

**13. Other Insureds**

Against an insured by any other current or former insured; or

**14. Employer's Liability**

Based upon or arising out of injury to any present or former "employee" or "executive officer" of any insured, including but not limited to wrongful termination, discrimination or any unfair employment practice; or

**15. Ill-Gotten Gains**

Alleging, arising from, based upon or attributable to the gaining in fact of any personal profit or advantage to which the insured is not legally entitled. However, this exclusion shall not apply unless and until there is final judgment against an insured establishing such conduct. Where there is such a final judgment, the insured shall reimburse us for all payments made for the associated "claim"; or

**16. Nuclear**

Alleging, arising from, based upon or attributable to nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear reactor or any facility where nuclear waste or material is processed, stored or disposed; or

**17. Intellectual Property**

Alleging, arising from, based upon or attributable to any infringement of any patent, copyright, trademark, service mark, trade dress or trade name; or

**18. General Discrimination or Harassment**

Alleging, arising from, based upon or attributable to, or in any way involving discrimination or harassment of any kind, regardless of whether related to employment; or

**19. Fee Disputes**

Alleging, arising from, based upon or attributable to, or in any way involving any dispute over fees attributable to "professional services"; or

**20. Sanctions**

For which coverage would not be in compliance with any United States of America economic or trade sanctions, laws or regulations, including but not limited to the U.S. Treasury Department's Office of Foreign Assets Control, or any similar foreign, federal, state or statutory law or common law; or

**21. War**

Based upon or arising out of war, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or

**22. Failure to Finance**

Arising from your advising or requiring of, or failure to maintain or procure any financing or monies for payment of any portion of any project, or of services or labor connected with any project; or

**23. Subcontractor Disputes**

Arising from any dispute, including the institution of "suit" or arbitration proceedings, between you and your subcontractor(s), or any "claim" based upon or arising out of any dispute, including the institution of "suit" or arbitration proceedings, between any subcontractor and its subcontractor(s); or

**24. Property**

Arising from the insured's ownership, rental, leasing, operation, maintenance, use or repair of any real or personal property, including "property damage" to property owned, operated, occupied, rented or leased by or to the insured, or in the insured's care, custody or control; or

## **25. Related Entities**

Arising from any insured's involvement in, or "professional services" rendered to or on behalf of, any organization or subsidiary or affiliate thereof, not named in the Declarations:

- a. that wholly or partly owns, or to any extent controls, operates or manages an insured; or
- b. in which an insured has a greater than 20% ownership; or
- c. that is controlled, operated or managed by an insured; or
- d. in which the insured is an officer or director; or

## **26. Prior Knowledge**

Arising from any "breach of professional duty" or circumstance that an insured had, or reasonably should have had, actual or constructive knowledge prior to the "policy period";

Any "interrelated breaches" or continuation, change or resumption of such "breach of professional duty" or circumstance during or after this "policy period" will be deemed to have been known prior to the "policy period"; or

## **27. Non-Disclosed or Materially Different Professional Services**

Arising from a "breach of professional duty" related to a type of "professional service" that:

- a. was not disclosed in the "application"; or
- b. was disclosed in the "application" but that is performed for a type of client or project that results in a material increase in risk relative to the types of clients and projects disclosed in the "application." This exclusion shall not apply where such material differences were disclosed, accepted and endorsed to "this policy" in writing by us prior to the related "breach of professional duty"; or

## **28. Project Cost Overruns**

For, arising out of, or resulting from cost guarantees, cost representations, or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded; or

## **29. Delay in Construction, Erection, Fabrication, Installation and Assembly**

Arising out of, or resulting from delay in construction, erection, fabrication, remediation, installation or assembly, manufacture or supply of equipment or failure to complete any construction, erection, fabrication, remediation, installation or assembly, manufacture or supply of equipment at or within an agreed upon period of time; or

## **30. Work Done Under Project Specific Policies**

Arising out of or resulting from the insured's work on any project that is insured under a valid and collectible project specific insurance policy or any owner protective or owner controlled insurance policy for which the insured is provided insurance coverage. However, this exclusion shall not apply and "this policy" shall apply as an excess insurance policy when expressly described as excess coverage by endorsement onto "this policy"; or

## **31. Waste Disposal**

Arising out of, or resulting from a "pollution incident" on, or emanating from, any location where the insured arranged for, sends, or has sent waste for disposal, treatment, recycling, reclamation or storage; or

## **32. Design-Build**

Associated with any work or projects for which the insured performs "professional services" and for which:

- a. the insured;
- b. any person, including an independent contractor, for whom the insured is legally responsible;
- c. any entity under common ownership with the insured; or
- d. any entity that has an ownership interest in the insured

provides construction, erection, fabrication, installation, assembly services or manufactures or supplies equipment or materials incorporated therein.

### **33. Bankruptcy**

Arising from liabilities resulting directly or indirectly from your bankruptcy, receivership, insolvency or subsequent liquidation.

### **C. Supplementary Payments**

We will pay as part of and not in addition to the Limits of Insurance, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the "claim" or "suit," including actual loss of earnings up to \$250 a day because of time off of work.
3. All costs taxed against the insured in the "suit."
4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will reduce the Limits of Insurance shown in the Declarations.

## **SECTION II - WHO IS AN INSURED**

The following are insureds under "this policy":

- A. you;
- B. any person who is or was a partner, officer, director, stockholder or "employee" of the Named Insured but only while acting within the scope of his/her duties as such;
- C. the heirs, executors, administrators, and legal representatives of each insured as defined in A. and B. above, in the event of death, incapacity or bankruptcy of such insured, but only as respects liability arising out of "professional services" rendered by or on behalf of the Named Insured prior to such insured's death, incapacity or bankruptcy;
- D. a former partner, officer, director or "employee" of the Named Insured while rendering "professional services" on behalf of the Named Insured;
- E. contract or leased personnel rendering "professional services" under the supervision of and on behalf of the Named Insured;
- F. joint ventures in which the Named Insured is named as a co-venturer, but only as respects the insured's legal liability arising out of the insured's participation in such joint venture;
- G. any "predecessor in interest."

## **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**

### **A. Limits Of Insurance**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. insureds;
  - b. "Claims" made or "suits" brought; or
  - c. Persons of organizations making "claims" or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of "damages" including supplementary payments under the Professional Liability coverage of "this policy."
3. Subject to the General Aggregate Limit, the Each Claim Limit is the most we will pay for the sum of all "damages" including supplementary payments under the Professional Liability coverage for each covered "claim."
4. A single Each Claim Limit, and where applicable a single deductible applies to all "claims" arising out of the same "breach of professional duty" or "interrelated breaches" regardless of the number of insured(s) or claimants involved, the amount of "damage(s)" claimed or policy period(s) in which the actual or alleged "breach(es) of professional duty" or "interrelated breaches" took place.
5. The inclusion of more than one insured in the making of a "claim" or the bringing of a "suit" shall not increase the Limits of Insurance stated in the Declarations, nor shall the making of "claim(s)" or the bringing of "suits" by more than one person or organization increase the Limits of Insurance stated in the Declarations.

#### **B. Deductible**

The deductible is the amount stated in the Declarations. The deductible applies to each "claim." The deductible shall be applied to the payment of both "damages" and supplementary payments. The insured shall pay the deductible. We may advance payment for part or all of the deductible amount and, upon notification of such payment made by us, the insured must promptly reimburse us for the amounts advanced within the deductible.

### **SECTION IV - CONDITIONS**

#### **A. Bankruptcy**

Your bankruptcy, receivership or insolvency or that of your estate will not relieve us of our obligations under "this policy." Any such bankruptcy, receivership or insolvency shall in no way increase our liability under this policy.

#### **B. Duties in the Event of a "Claim":**

1. If a "claim" to which "this policy" applies is made against the insured, you must provide us with written notice, as soon as practicable, containing the following information:
  - a. The actual or alleged "breach of professional duty" or circumstance that is the subject of a "claim";
  - b. A description of the "professional services" rendered by the insured that resulted in the "claim";
  - c. The date(s) of such conduct that resulted in the "claim";
  - d. A description of the injury or damage that has resulted, or may result, in a "claim";
  - e. The identities and address(es) of any potential Claimant(s);
  - f. The location(s) of any such "claim"; and
  - g. The circumstances by which the insured first became aware of the "claim."
2. The insured must cooperate with us in all matters relating to "this policy," including but not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.
3. If the insured has the right, based on statute, contractual agreement with any party making a "claim," or any other reason, to either accept or reject arbitration of any "claim," exercise such right only with our written consent.
4. Subject to obligations placed upon the insured by applicable law, the insured shall not admit or assume any liability, incur any expense other than for first aid, enter into any settlement agreement or stipulate to any judgment without our prior written consent. Any "damages" incurred by the insured and/or any settlements or judgments agreed to by the insured without such consent shall not be covered by "this policy."
5. The insured shall do whatever is necessary and reasonable to secure and effectuate any rights of indemnity, contribution or apportionment that the insured may have.
6. Other than as required by law, the insured shall refrain from discussing the facts and circumstances of any "claim" with anyone other than legal counsel representing the insured or our representatives.



### C. Reporting Of A Potential Claim

If the insured first becomes aware during the "policy period" of an actual or alleged "breach of professional duty" that is reasonably likely to result in a "claim," the insured must give us written notice containing the information indicated below. If we receive such written notice prior to the end of the "policy period," any "claims" subsequently made against the insured arising out of such "breach of professional duty" shall be deemed to have been made on the last day of the "policy period." The insured shall cooperate fully with us, including in any investigation conducted by us or our authorized representatives with respect to such "breach of professional duty" or potential "claim," and shall be subject to the terms set forth in **SECTION IV – CONDITIONS, B. Duties in the Event of a "Claim."**

It is a condition precedent to the coverage afforded by "this policy" that the written notice of a potential "claim" shall contain, to the extent possible, the same information required for an actual "claim" as listed in **SECTION IV – CONDITIONS, B. Duties in the Event of a "Claim,"** above. If all of the required information is not provided or is, in our reasonable judgment, deemed inadequate, we shall inform the insured that a "claim" made after the "policy period" relating to the written notice will not be deemed to have been made during the "policy period."

### D. Legal Action Against Us

1. No person or organization has a right under "this policy":
  - a. To join us as a party or otherwise bring us into a "suit" that seeks "damages" from an insured; or
  - b. To sue us on "this policy"unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of "this policy" or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, you and the claimant or the claimant's legal representative.

### E. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under "this policy," our obligations are limited as follows:

#### 1. Primary Insurance

This insurance is primary except when **2. Excess Insurance**, below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **3. Method of Sharing**, below.

#### 2. Excess Insurance

This insurance is excess over any of the other applicable insurance, whether primary, excess, contingent or on any other basis if:

- a. No "retroactive date" is shown in the Declarations of this insurance;
- b. The "retroactive date" is the coverage inception date of "this policy"; or
- c. The other insurance has a policy period that continues after the "retroactive date."

When this insurance is excess, we will not defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." We will, however, have the right to affiliate with any insurer that defends a "suit" that may be covered under "this policy" and the insured shall authorize any such insurer to cooperate with us and share any relevant information with us. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess

Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of "this policy."

### **3. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## **F. Representations**

By accepting "this policy," you agree and acknowledge that the statements and information contained in the "application" are true, accurate, and:

- a. Provide a full and complete representation of the nature of the "professional services" performed by the insured;
- b. Are the basis of "this policy" and are to be considered incorporated into and constitute a part of "this policy"; and
- c. Shall be deemed material to the acceptance of this risk or the hazard assumed by us under "this policy."

## **G. Cancellation**

The Named Insured may cancel "this policy" by returning the policy to us or our authorized representative. The Named Insured may also cancel "this policy" by written notice to us stating at what future date cancellation is to be effective. If the Named Insured cancels, earned premium shall be computed using the customary short rate table, subject to the Minimum Earned Premium stated in the Declarations, whichever is greater.

We may cancel "this policy" by written notice to the Named Insured, at the address last known to us. We will provide written notice at least thirty (30) days before cancellation is to be effective.

However, the Named Insured will only be entitled to ten (10) days prior notice if we cancel because:

1. the insured has failed to pay a premium when due; or
2. the insured has failed to pay applicable deductible amounts due.

If we cancel, earned premium will be computed pro-rata, unless we cancel for the reason specified in subsections 1. or 2., above, in which case earned premium will be computed using the customary short rate table, subject to the Minimum Earned Premium stated in the Declarations, whichever is greater.

The mailing of any notice of cancellation shall be sufficient proof of notice.

The "policy period" shall terminate upon the effective date of cancellation. Return of unearned premium is not a condition of cancellation. We will return unearned premium subject to the Minimum Earned Premium shown in the Declarations in due course.

## **H. Separation Of Insureds**

Except with respect to the Limits of Insurance, the exclusions and any rights or duties specifically assigned in "this policy," this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

## **I. Conformity to Law**

In the event any portion of "this policy" shall be declared or deemed invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any other portion of "this policy."

## **J. Subrogation**

In addition to any right of subrogation existing at law, in equity or otherwise, and in the event of any payment by us under "this policy," we shall be subrogated to the extent of such payment to all of your rights of recovery.

You shall execute all papers required (including those documents necessary for us to bring suit or other form of proceeding) and do everything that may be necessary to pursue and secure such rights.

**K. Assignment and Changes to the Policy**

"This policy" and any and all rights hereunder are not assignable without our prior written consent.

Notice to any agent or knowledge possessed by any agent or person will not result in a waiver or change in any part of "this policy" or prevent us from asserting any right under the terms and conditions of "this policy." The terms and conditions of "this policy" may only be waived or changed by written endorsement signed by us.

**L. Headings**

The titles and headings to the various parts, sections, subsections and endorsements of "this policy" are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections subsections or endorsements.

**M. Concealment, Misrepresentation, Nondisclosure and Fraud**

Without prejudice to our other rights, howsoever arising, "this policy" is null and void in case of concealment, misrepresentation or non-disclosure by any insured, whether or not fraudulent, of a material fact concerning "this policy" or the procurement thereof, or if the insured reports any "claim" knowing such "claim" to be false or fraudulent.

**N. Service of Suit**

In the event of our failure to pay any amount claimed to be due hereunder, at your request we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this Condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, 399 Park Avenue, 8th floor, New York, NY 10022 or his or her representative, and that in any suit instituted against us upon "this policy," we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States that makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of "this policy" of insurance and hereby designate the above named Counsel as the person to whom the said officer is authorized to send such process or a true copy thereof.

**O. Dispute Resolution**

In the event of any disputes or differences that may arise under or in connection with "this policy," whether arising before or after the termination of "this policy," including any determination of the amount of "damages," we and the insured agree to participate in a non-binding mediation process to resolve such disputes or differences. Either party shall have the right to commence a judicial proceeding or, if the parties agree, a binding arbitration proceeding to resolve such disputes or differences. However, such judicial or arbitration proceeding shall not be commenced until at least ninety (90) days after the date the non-binding mediation shall be deemed concluded or terminated.

Any binding arbitration proceeding commenced pursuant to this arbitration condition shall be submitted to the American Arbitration Association under or in accordance with its then-prevailing Commercial Arbitration Rules, in which the arbitration panel shall be composed of three disinterested individuals. In either mediation or arbitration, the mediator(s) or arbitrator(s) shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. Each party shall share equally the expenses of the non-binding mediation or non-binding arbitration.

**P. Entire Agreement**

By acceptance of "this policy," all insureds agree that "this policy" embodies all agreements between them and us relating to "this policy."

## **SECTION V - EXTENDED REPORTING PERIODS**

- A. If the insured does not renew or replace "this policy," or if we cancel or refuse to renew "this policy" for reasons other than the insured's:
1. nonpayment of premium or deductible;
  2. noncompliance with the terms and conditions of "this policy"; or
  3. fraud or material misrepresentation,
- then upon the payment of an additional premium, the insured shall have the option to extend the period by which a "claim" can be made against the insured and reported to us.
- B. The insured's right to purchase the Optional Extended Reporting Period must be exercised by written notice not later than thirty (30) days after the last day of the "policy period" of "this policy." Effective notice must indicate the total Optional Extended Reporting Period desired and must include payment of premium for such period. If such notice and the premium are not mailed to us within such thirty (30) day period, then the insured shall not at a later date be entitled to purchase an Optional Extended Reporting Period.
- C. The additional premium for the Optional Extended Reporting Period shall be:
1. 100% of the policy premium for a One (1) Year Optional Extended Reporting Period;
  2. 160% of the policy premium for a Two (2) Year Optional Extended Reporting Period; or
  3. 200% of the policy premium for a Three (3) Year Optional Extended Reporting Period.
- For the purposes of determining the additional premium, the policy premium is the total amount of premium amount stated in the Declarations plus any additional premiums related to "this policy" earned during the "policy period."
- D. The purchase of an Optional Extended Reporting Period shall be endorsed herein.
- E. The fact that the period during which "claims" can be made against the insured and reported to us is extended by virtue of the Optional Extended Reporting Period shall not in any way:
1. reinstate, increase or create new Limits of Insurance of "this policy"; or
  2. alter or relieve the insured of any obligations to pay the applicable deductible for such "claims."
- F. The insured's purchase of the Optional Extended Reporting Period does not extend or alter the "policy period" in any way.
- G. At the commencement of a purchased Optional Extended Reporting Period, the entire premium therefore shall be deemed fully earned, and in the event the insured terminates the Optional Extended Reporting Period before its term for any reason, we shall not be obligated to return to you any portion of the premium.
- H. Any "claim" reported during a purchased Extended Reporting Period will be subject to all other terms and conditions of "this policy."
- I. If the first Named Insured is placed in liquidation, bankruptcy, or ceases operations and the Named Insured or its designated trustee elects not to purchase the Optional Extended Reporting Period coverage upon termination of "this policy," we will offer an Optional Extended Reporting Period to any insured covered under "this policy" provided that the request is made to the company in writing and payment of the additional premium is made within thirty (30) days following the cancellation or non-renewal date.

## **SECTION VI - DEFINITIONS**

The following definitions apply:

- A. "Application" means all applications for insurance, including any attachments thereto, and all other information and materials submitted by, or on behalf of the insureds to us in connection with underwriting "this policy," or any policy of which "this policy" is a direct or indirect renewal or replacement. The "application" consists of the totality of information submitted to us and considered while underwriting the risk and includes documents and other sources of information that may be specifically listed on a Disclosed Document or similar endorsement attached to "this policy." No undocumented verbal or publically available information shall be considered part of the "application" unless acknowledged in writing by us.

If any material submitted to us as part of the "application" includes:

1. Any applications for insurance or other documents originally prepared by the insured for another party and containing any certifications, representations or any such statement by the insured, those statements shall be deemed as having been made to us as well for the purpose of the "application" for "this policy";
2. Reports or other documents originally prepared by a third party that include statements restricting the report's use to the insured, or any party other than us, we will be entitled to rely on the accuracy of the information contained in such reports as if no such restriction were included. Such restrictions shall not relieve the insured of any obligation to ensure information presented with the "application" is accurate at the time of submission.

No information shall be submitted with the "application" that the insured knows, or reasonable should know, to be false, misleading, no longer an accurate statement or materially incomplete at the time of submission.

**B. "Auto" means:**

1. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

**C. "Bodily injury" means:**

1. Physical injury, sickness, disease or illness sustained by a person, including any associated medical monitoring costs resulting from any of these at any time;
2. Death resulting from such physical injury, sickness, disease or illness sustained by a person;
3. Mental anguish, shock, emotional distress or other mental injury, each when accompanied by physical injury, sickness disease or illness; and

Care necessitated by, or loss of services resulting from, the foregoing.

**D. "Breach of professional duty" means negligence, defined as the failure to meet the professional standard of care legally required or reasonably expected under the circumstances in the performance or non-performance of "professional services" rendered to others for a fee by the insured that results in "damages" for which the insured is legally liable.**

**E. "Claim" or "Claims" means a written request or a written demand received by you for money or services, including the institution of "suit" or arbitration proceedings against you, seeking "damages."**

**F. "Cleanup costs" means any cost incurred for the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any pollutant. The cleanup shall be deemed to be complete upon receipt of a *No Further Action Letter* or similar letter or a clean closure determination from the supervising governmental authority or upon satisfaction of the requirements identified within the American Society of Testing and Materials' *Guide for Risk Based Corrective Actions*.**

**G. "Coverage territory" means:**

1. The United States of America (including Washington D.C.) and Puerto Rico;
2. All parts of the world if the insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the United States of America or in a settlement we agree to.

We make no representations concerning whether "this policy" complies with laws or requirements of foreign countries concerning insurance matters.

**H. "Damages" means any amount that an insured is legally obligated to pay resulting from a "claim" including:**

1. judgments and settlements;
2. interest on judgments;
3. compensation for "bodily injury" resulting from a "pollution incident"; and
4. compensation for "property damage" resulting from a "pollution incident."

"Damages" do not include:

1. The return or withdrawal of fees paid or owed to the insured;
  2. Fee disputes of any kind;
  3. Taxes;
  4. Sanctions, fines or penalties imposed by law;
  5. Matters that may be deemed uninsurable under the law pursuant to which "this policy" shall be construed;
  6. Matters that may be deemed uninsurable under the laws or regulations applicable to us; or
  7. "Liquidated Damages" except for liability the insured would have in the absence of such "liquidated damages."
- I. "Employees" means:
1. past and present employees, and
  2. temporary and leased staff working on your behalf and under direct supervision of you, while providing "professional services."
- J. "Executive officer" means a past or present person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- K. "Interrelated breaches" means all "breaches of professional duty" that have a common nexus of fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.
- L. "Liquidated damages" means an amount stipulated in advance in a contract to be the amount or measure of financial liability to be recovered by a party to that contract if the other party breaches the agreement or fails to perform, or perform adequately, its obligations under the contract.
- M. "Natural resource damage" means physical injury to, or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established in the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state or local government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.
- N. "Policy period" means the time period beginning on the Effective Date stated in the Declarations and lasting to the earlier of:
1. The date of policy expiration stated in the Declarations; or
  2. The date of policy cancellation.
- O. "Pollution incident" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, soot, vapors, fumes, odors, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater that:
1. is caused by a "breach of professional duty"; and
  2. results in "bodily injury" or "property damage."
- P. "Predecessor in interest" means any prior entity whose assets, partners, principals or shareholders have been acquired by the insured and whose name has been listed in the "application" and for whose insurance the insured is responsible by written agreement.
- Q. "Professional services" means only those types of services listed in the Scheduled Professional Services endorsement to "this policy" that the insured or those working on its behalf are legally qualified to perform for third parties for a fee and that are related to your practice as an engineer, geologist, consultant or as specifically defined by endorsement to "this policy."
- "Professional services" does not include facilities operations, facilities maintenance operations or facilities activities.
- R. "Property damage" means:
1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall

be deemed to take place at the time of the physical injury that caused such loss of use;

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to take place at the time of the "pollution incident" that caused it;
3. "Natural Resource Damage"; and
4. "Cleanup Costs."

S. "Retroactive date" means:

1. The date stated in the Declarations;
2. If "this policy" is a direct renewal of a prior policy, the coverage inception date of the first policy in the continuous and uninterrupted series of direct renewals; or
3. The coverage inception date of "this policy" if no retroactive date is stated in the Declarations.

T. "Suit" means a civil proceeding in which "damages" because of any "breach of professional duty" to which this insurance applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.

U. "This policy" means:

1. This insurance policy titled: **Professional Liability Coverage Form**;
2. The Declarations attached herewith;
3. The "application"; and
4. Any modifications to the insurance policy attached herewith or subsequently issued in accordance with **SECTION IV – CONDITIONS, L. Assignment and Changes to the Policy**.

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
    - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
    - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
  - b. This insurance applies to "bodily injury" and "property damage" only if:
    - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
    - (2) The "bodily injury" or "property damage" occurs during the policy period; and
    - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
  - c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
  - d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.



- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

#### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

#### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.



2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
  - (1) "Bodily injury" or "personal and advertising injury":
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
  - (2) "Property damage" to property:
    - (a) Owned, occupied or used by;
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
    - (2) Authorize us to obtain records and other information;
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16. "Products-completed operations hazard":**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
  - (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
    - (a) When all of the work called for in your contract has been completed.
    - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
    - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>** A. <b>BLANKET ADDITIONAL INSURED</b></li> <li>B. <b>EMPLOYEE HIRED AUTO</b></li> <li>C. <b>EMPLOYEES AS INSURED</b></li> <li>D. <b>SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li>E. <b>TRAILERS – INCREASED LOAD CAPACITY</b></li> <li>F. <b>HIRED AUTO PHYSICAL DAMAGE</b></li> <li>G. <b>PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li>H. <b>AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li>I. <b>WAIVER OF DEDUCTIBLE – GLASS</b></li> <li>J. <b>PERSONAL PROPERTY</b></li> <li>K. <b>AIRBAGS</b></li> <li>L. <b>AUTO LOAN LEASE GAP</b></li> <li>** M. <b>BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|--|--|

\*\* A. **BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. **EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. **EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:



Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

**I. WAIVER OF DEDUCTIBLE – GLASS**

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL PROPERTY**

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

**Personal Property Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.



**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**\*\* M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.



**5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 72 WEC AR3J9L

**Endorsement Number:**

**Effective Date:** 03/31/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Glenn Lukos Associates, Inc.  
1940 E DEERE AVE STE 250  
SANTA ANA CA 92705

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk



# CITY OF PERRIS

10.B.

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Perris Valley Storm Drain Channel Trail Phase 2, Segment 2 (CIP P040)

**REQUESTED ACTION:** Approve Professional Service Agreement Amendment No. 2 with Albert A. Webb Associates, for Segment 2 of Phase 2 of the Perris Valley Storm Drain (PVSD) Channel; approve administrative services costs by Interwest; authorize total funding in the amount of \$127,210 from Industrial Park – DIF; and authorize the City Manager to execute the Professional Service Agreement Amendment No. 2, as approved to form by City Attorney

**CONTACT:** John Pourkazemi, Interim Contract City Engineer

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### **BACKGROUND/DISCUSSION:**

The Perris Valley Storm Drain (PVSD) Channel Trail Phase 2 is a 3.1 mile, multi-purpose trail parallel to the PVSD Channel from Nuevo Road to north of Case Road connecting to the South Metrolink Station. The PVSD Channel Trail Phase 2 is funded by the California Transportation Commission (CTC) Active Transportation Program (ATP), Cycle 3 Augmentation 2017.

On February 9, 2021, the City approved the contract service agreement with Albert A. Webb Associates, Inc. (Consultant), for the design services in the amount of \$256,628.47. As the Project design progressed, design changes needed to be made to stay within the approved Active Transportation (ATP) Grant Funding budget for construction. The design changes covered under Contract Amendment No. 1 was approved on September 13, 2022 in the amount of \$51,120.58 which included additional meetings and project management, assessment of biological constraints and coordination with Glen Lukos and Associates.

A subsequent Consultant contract amendment, Amendment No. 2, is now proposed in order to split the delivery of the PVSD Channel Trail into two segments to comply with the ATP project delivery requirements of February 28, 2023. Segment 1 is from Nuevo Road to 200 feet north of I-215; Segment 2 is from 200 feet north of I-215 to the South Metrolink Station.

Segment 2 will require additional environmental MSHCP compliance, including the Joint Project Review (JPR) through the Regional Conservation Authority (RCA); CEQA amendment; and overall biological technical study coordination due to the construction impacts to the San Jacinto River pedestrian crossing, connecting users to the South Metrolink Station; packaging of the final plans, specifications, and estimates; coordination and permitting submittals to the Riverside

County Flood Control and Water Conservation District; Caltrans coordination and submittal of encroachment permit for the Project work under the I-215; bid support; and construction support. The Engineering and Environmental Services, Contract Amendment No. 2 with Consultant is \$114,010.00.

The strategy to deliver the PVSD Channel Trail Phase 2 is to move forward with construction of Segment 1 while working parallel to secure the CEQA amendment, and MSHCP compliance for Segment 2, finalize plans, advertise, award, and complete construction of Segment 2 by September 26, 2026. Funding source for construction of PVSD Channel Trail Phase 2 Segment 2 has not yet been appropriated.

Funding for the Consultant Contract Amendment No. 2, engineering design, and environmental services and environmental permits of Segment 2 is through Industrial Park – DIF funding. Park and Recreation Committee recommended approval for the funding on April 19, 2023. The term of the contract amendment No. 2 with Consultant is extended through December 31, 2025. Consultant fee for the services is in the amount not to exceed \$114,010.

Interwest fee to manage the task is:

Administration – 6 hours/month for the 2 year period at a rate of \$50/hour:	\$7,200 .
City Engineer – 2 hours/month for the 2 year period at a rate of \$125/hour:	<u>\$6,000</u>
Total:	\$13,200

Staff recommends the Council approve Amendment No.2 of the Professional Service Agreement, including administrative costs by Interwest. Total funding appropriation is \$127,210.

**BUDGET (or FISCAL) IMPACT:**

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The Design and Environmental Support Services Contract Amendment No. 2 requires funding in the amount of \$127,210 from Industrial Park – DIF.

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Prepared by: John Pourkazemi, Interim Contract City Engineer

**REVIEWED BY:**

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

**Attachments:**

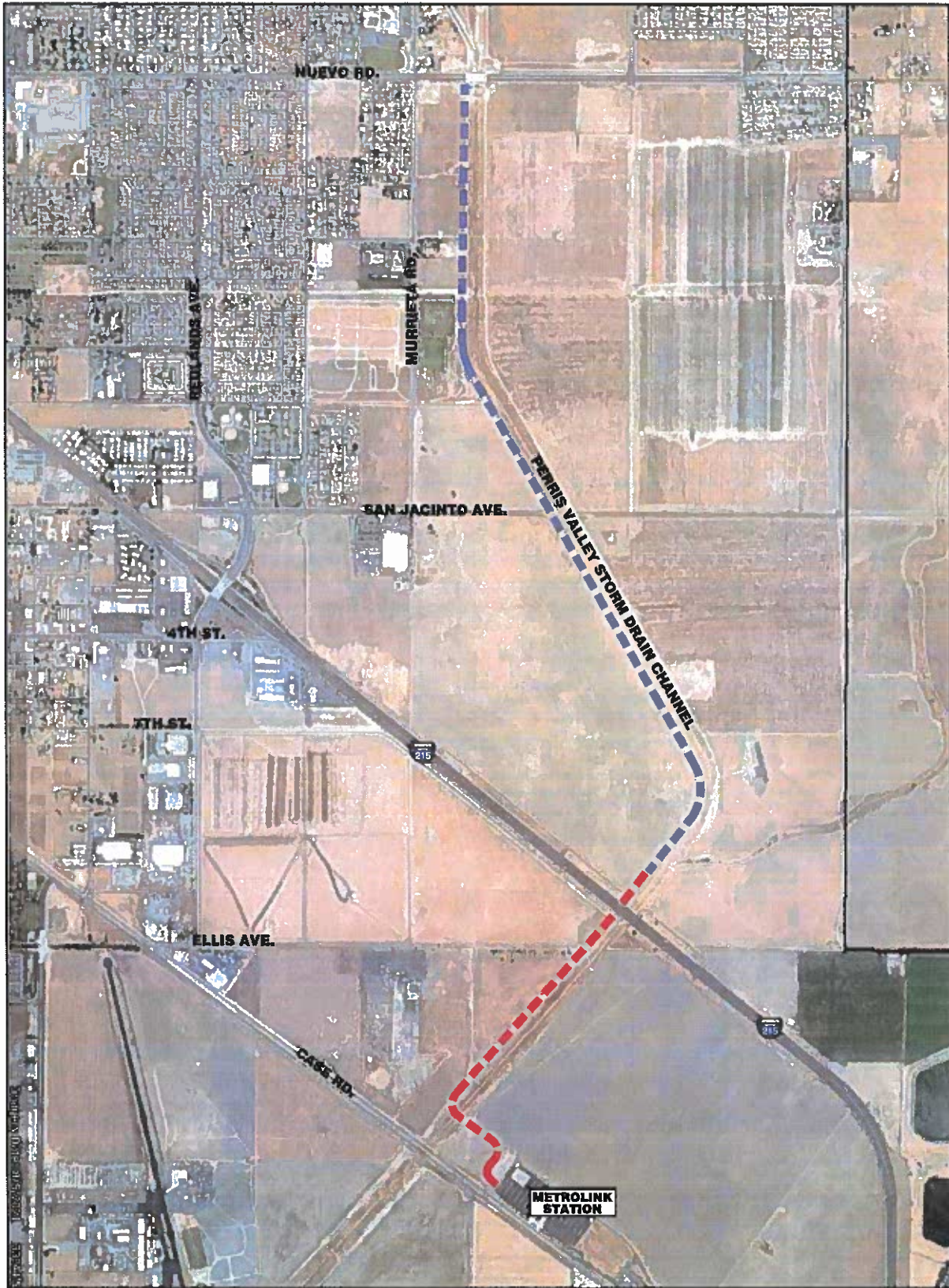
1. PVSD Channel Trail Phase 2, Segments 1 and 2
2. Albert A Webb Associates, Contract Amendment No. 2 cost proposal
3. Professional Service Agreement Amendment No. 2

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

# ATTACHMENT 1

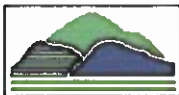
PVSD Channel Trail Phase 2 – Segments 1 and 2

**PERRIS VALLEY STORM DRAIN CHANNEL TRAIL  
PHASE II SEGMENTS 1 & 2  
VICINITY MAP**



**LEGEND:**

- ■ ■ ■ ■ TRAIL SEGMENT 1 (COST ESTIMATE: \$2,548,000)
- ■ ■ ■ ■ TRAIL SEGMENT 2 (COST ESTIMATE: \$2,400,000)



**TRI LAKE**  
CONSULTANTS, INC.  
CITY ENGINEER  
S.C. - DDD 04-17-2003



N.T.S.



# ATTACHMENT 2

Albert A. Webb Associates Contract Amendment No. 2 Cost Proposal

March 9, 2023

**Corporate Headquarters**  
3788 McCray Street  
Riverside, CA 92506  
951.686.1070

**Murrieta Office**  
41870 Kalmia Street #160  
Murrieta, CA 92562  
T: 951.686.1070

Grace Alvarez  
Special Project Manager  
City of Perris  
101 N. D Street  
Perris CA, 92570

**RE: Request for Change Order to Separate the Perris Valley Storm Drain Trail to Two Separate Segments and Provide Engineering and Environmental Services for Segment 2**

Dear Grace:

Albert A. WEBB Associates respectfully submits this change order for additional engineering and environmental services to separate the Perris Valley Storm Drain Trail project into two segments. Enclosed you will find our Project Understanding (Exhibit "A"), Scope of Services for these changes (Exhibit "B") and Compensation for Services (Exhibit "C") for your review and consideration.

Please feel free to contact us if you have any questions regarding this amendment; please get in touch with us at 951-830-5129. To accept this request, please prepare the appropriate contract documents and send them to our office.

Sincerely,

**Albert A. Webb Associates**



Eugene Abrego, PE  
Senior Engineer

Attachments Exhibit A – Project Understanding  
Exhibit B – Scope of Services  
Exhibit C – Compensation for Scope of Service



## **EXHIBIT "A" PROJECT UNDERSTANDING**

Based on the engineering and environmental work completed to date by WEBB team and the City of Perris, the design of the PVSD Trail Phase 2 has been modified from the Project approved in the CEQA document and MSHCP Compliance documents which occurred in April 2020. The main features of the project redesign was related to the crossing of the PVSD Trail over the San Jacinto River. The original project included a full span bridge over the San Jacinto River (SJR) which avoided the MSHCP jurisdictional areas. The City had decided to propose a combination of a reduced bridge span crossing with added fill within the SJR. Said redesign resulted in more impacts than previously analyzed in the MSHCP Compliance documents for the PVSD Trail Phase II.

On August 17, 2022, the City of Perris, WEBB and Glenn Lukos Associates (GLA) met with the Regional Conservation Authority (RCA) on the PVSD Trail Phase II Project. The purpose of said meeting was to notify the RCA of project design changes. Since the MSHCP Compliance process was already completed and approved by the RCA back in July 2020, the City needed to make the RCA aware of the changes and to discuss next steps for how the project would need to amend its MSHCP Compliance.

After the RCA meeting on August 17, 2022, the City met with WEBB and Caltrans virtually on September 29, 2022. At said meeting, it was advised by Caltrans to divide the PVSD Trail project into two separate segments. The first segment would include the trail alignment from Nuevo Road to approximately 200 feet north of the Caltrans I-215 right-of-way line. The second segment would extend from 200 feet north of the Caltrans right-of-way line to the Metrolink station. The purpose of separating the project into two segments was to not delay the project and result in potential loss of federal funding. The City of Perris subsequently directed WEBB to move forward with the necessary updates and changes to the trail design, MSHCP Compliance documents, as well as the CEQA documents. Since then, the City has indicated they will directly contract GLA to provide the necessary MSHCP Compliance update documents. Therefore, WEBB will not include those in the scope included herein. The following includes the scope of work necessary to update the CEQA documentation and updated the construction documents related to the second segment from I- 215 to the Metrolink Station (hereinafter referred to as Segment 2).

### **Critical Issues**

#### **1. Caltrans review and approvals**

Because the PAED was processed through Caltrans, the environmental approval will need to be revalidated before the design phase of Segment 2 is completed. Because of the current redesign, updates to the biological resource's reports are required. Based on our experience, it will be imperative that the City and WEBB work with Caltrans to process these revisions in order to keep the City's schedule. It is WEBB's understanding that revalidation is required for both segments of the trail; the City of Perris is handling the revalidation for Segment 1 since there is no substantial design change.

2. Riverside County Flood Control (RCFC) Review and Approval

The project will require coordination and approval from RCFC to complete the Specific Facility License Exhibit (SFLE).

3. As a result of time constraints and addition mitigation requirements, WEBB was asked to revised the crossing at Metz channel (Segment 1) from a storm drain culvert crossing, back to a bridge crossing design.

4. MSHCP Compliance Timing

For Segment 2 and a small portion of Segment 1 (Patriot Park connection), the Project will be required to Amend its Joint Project Review (JPR) documents through the Regional Conservation Authority and provide new and updated biological surveys in order to support the Amended JPR. GLA will be in charge of this part of the Scope and the City will contract directly with GLA. WEBB and GLA will have to work closely together on this task, and therefore, WEBB has included time to support the City and GLA on this work.

5. Schedule

As stated by Caltrans at the September 29<sup>th</sup> meeting, the City of Perris will have three (3) years to construct Segment 2 of the PVSD Trail. This segment of the trail requires biological studies to analyze the biological impacts to the Perris Valley Storm Drain Channel/San Jacinto River, then proceed to amend the previously approved CEQA MND. The NEPA cleared was a CE, no revalidation is required per the City's meeting with Caltrans on February 13, 2023. It is assumed that only biological impacts need to be updated for the MSHCP compliance.

Assuming the City gets under contract with GLA, the biological studies should start in Spring 2023, and will determine the level of impact to the Segment 2 project area, allowing the City to amend the CEQA document and secure the environmental permits. The anticipated time to complete the CEQA amendment is 18-24 months. Design of Segment 2 can run concurrently with CEQA MND re-evaluation. WEBB will monitor the timing of all our tasks related to the environmental review process and notify the City of any potential schedule slips. In order to meet the City's schedule, the City will need to stay closely involved and engaged to keep the project moving.

## **EXHIBIT "B" SCOPE OF SERVICES**

### Task 1: Final Engineering Services

#### **1.1 Separate Construction Documents (Segment 2)**

WEBB will revise all construction plans to be consistent with the agreed upon segmenting. All improvement plans will reflect the trail alignment from just north of the Caltrans right-of-way to the Metrolink station.

#### **1.2 Specifications, and Estimate (Segment 2)**

We will prepare project specifications. We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by WEBB and approved by the Agency.

#### **1.3 Coordination and Permitting (Segment 2 - RCFC)**

We will prepare Encroachment Permit submittals to RCFC s and submit plans and specifications to Riverside County Flood Control and Water Conservation District (RCFCWD) for review and approval. We will schedule a meeting with RCFCWD on an as-needed basis.

#### **1.4 Coordination and Permitting (Segment 2 - Caltrans)**

We will prepare Encroachment Permits and submit plans and specifications to Caltrans for review and approval. We will schedule a meeting with Caltrans on an as-needed basis.

#### **1.5 Bid Support (Segment 2)**

WEBB will assist in the bidding phase including, but not limited to pre-construction meetings and providing responses to contractor inquiries on approved plans.

#### **1.6 Construction Support (Segment 2)**

WEBB will assist with construction activities to ensure conformance to the project design. WEBB will respond to RFI's and review contractor submittals. We will record project changes and provide the City with as-built plans.

## Task 2: Environmental Services

### **2.1 CEQA Addendum to Mitigated Negative Declaration (MND):**

- Prepare one (1) Screencheck Addendum Draft (Memo Style) and one (1) Final Document
- CEQA Project Management, Meetings & Coordination. The fees for this task are based on the schedule assumed herein.

### **2.2 Biological Technical Study Coordination:**

- WEBB will coordinate with GLA (who is under contract with City) on the updated biological resources reports required for Segment 2
- WEBB will coordinate and attend a meeting with RCA to Amend the JPR and assist GLA with information requests and response to comments received during the JPR Amendment process. The fees for this process are an estimate. If additional coordination is required, the City will be notified, and a contract amendment request will be provided and authorized prior to continuation of services.

**EXHIBIT "C" COMPENSATION FOR SERVICES**

Total fees for services shown in the Scope of Work (Exhibit "B") shall not exceed **\$114,010** without prior authorization from the client. A breakdown of our fees is listed below.



**Perris Valley Storm Drain Trail Segment 2**  
City of Perris

Item	Description	Eugene Abrego	Nicholas Keller	Stephanie Standerfer	Eliza Laws	Julie Lazor	Deborah Saulina	Total Hours	Subtotal - Labor	Total/task <sup>1</sup>
	<b>Billout Rate</b>	\$245.00	\$225.00	\$280.35	\$166.24	\$130.00	\$96.62			
	<b>Task 1 - Final Engineering Services</b>	<b>72</b>	<b>72</b>	<b>8</b>	<b>8</b>	<b>152</b>	<b>\$ 34,613</b>	<b>\$ 34,612</b>		
1.1	Separate Construction Document (Segment 2)	2	16					18	\$ 4,090	\$ 4,090
1.2	Specifications and Estimate (Segment 2)	2	8					10	\$ 2,290	\$ 2,290
1.3	Coordination and Permitting (Segment 2 - RCFC)	20	24				4	48	\$ 10,686	\$ 10,686
1.4	Coordination and Permitting (Segment 2 - Caltrans)	20	24				4	48	\$ 10,686	\$ 10,686
1.5	Bid Support (Segment 2)	4						4	\$ 980	\$ 980
1.6	Construction Support (Segment 2)	24						24	\$ 5,880	\$ 5,880
	<b>Task 2 - Environmental Services</b>	<b>8</b>	<b>126</b>	<b>172</b>	<b>104</b>	<b>410</b>	<b>\$ 79,397</b>	<b>\$ 79,398</b>		
2.1	CEQA Addendum - SC 1		12	40	60			112	\$ 17,814	\$ 17,814
2.1	CEQA Addendum Final		2	12	32			46	\$ 6,716	\$ 6,716
2.1	Meetings/coord on CEQA		80	80	8			168	\$ 36,767	\$ 36,767
2.2	Tech Study Coordination w/GLA	8		32	40	4		84	\$ 18,101	\$ 18,101
<b>Total</b>		<b>80</b>	<b>72</b>	<b>126</b>	<b>172</b>	<b>104</b>	<b>8</b>	<b>562</b>	<b>\$ 114,010</b>	<b>\$ 114,010</b>



# ATTACHMENT 3

Professional Service Agreement Amendment No. 2

## AMENDMENT No. 2

### to Contract Services Agreement Between the City of Perris and Albert A. Webb Associates

THIS AMENDMENT No. 2 (“Amendment”) to Contract Services Agreement is made and entered into as of this 25th day of April 2023, by and between Albert A. Webb Associates (“Consultant”) and the City of Perris, a municipal corporation (“City”).

#### RECITALS

WHEREAS, on February 9, 2021, City and Consultant entered into a Contract Services Agreement (“Contract”) for the Perris Valley Storm Drain Channel Trail Phase 2 Professional Engineering Design Services (“Project”).

WHEREAS, on September 13, 2022, City and Consultant amended the original Contract Services Agreement (“Contract Amendment No. 1”) to account for design changes, additional meetings and project management, assessment of biological constraints and coordination changes with permitting agencies, and the splitting of project plans, specifications and estimates into segments 1 and 2;

WHEREAS, additional engineering and environmental services are required to deliver the Project per the Active Transportation Program Guidelines, City and Consultant are hereby approving Contract Amendment No. 2, providing additional environmental MSHCP compliance reviews and coordination with the Joint Project Review (JPR) through the Regional Conservation Authority (RCA); CEQA amendment; and overall biological technical study coordination due to the construction impacts to the San Jacinto River pedestrian crossing, connecting users to the South Metrolink Station; packaging of the final plans, specifications, and estimates for Segment 2; coordination and permitting submittals to the Riverside County Flood Control and Water Conservation District; Caltrans coordination and submittal of encroachment permit for the Project work under the I-215; bid support; and construction support.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, City and Consultant agree to the following:

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

Section 2.      Section 2.1, Contract Sum is hereby increased from Three Hundred Seven Thousand Seven Hundred Forty Nine and Five Cents (\$307,749.05) to Four Hundred Twenty One Thousand Seven Hundred Fifty Nine and Five Cents (\$421,759.05).

Section 3.      Section 3.1, Contract Term is extended through December 31, 2025.

Section 4. Full Force and Effect. City and Consultant agree, except as specifically provided in this Amendment, the terms of the Contract shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be duly executed this day and year first written above.

**Consultant**

Contractor Name: Albert A. Webb Associates  
Address: 3788 McCray Street  
Riverside, Ca 92506

( S E A L )

*Signature must be that of a duly authorized representative (Corporations require two signatures. Both must be officers of the company.)*

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

By: Dilesh Sheth  
Dilesh Sheth, Senior Vice President

City of Perris

Attest to:

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

\_\_\_\_\_  
Date



ALBEAWE-01

RDEANDA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	<b>CONTACT NAME:</b> Kristle Koehrer <b>PHONE (A/C, No, Ext):</b> (951) 779-8558 <b>FAX (A/C, No):</b> (951) 231-2572 <b>E-MAIL ADDRESS:</b> cal.cpu@hubInternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506	<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Lexington Insurance Company	<b>NAIC #</b> 19437
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	P-630-5456P929-TIL-23	2/1/2023	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3L23491A-23-43-G	2/1/2023	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4J648178-22-43-G	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			031711122	9/1/2022	9/1/2023	Ded \$150k/EaClaim 1M \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Perris, its officers, employees and agents ("City Parties") are Additional Insureds with regard to General Liability per attached endorsement form CGD414 04/08, Primary/Non-Contributory Included. Waiver of Subrogation applies to General Liability per attached endorsement form CGD379 02/19.

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

<b>CERTIFICATE HOLDER</b>  City of Perris A Municipal Corporation 101 N. D St Riverside, CA 92507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

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

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

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

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

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

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

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

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

## COMMERCIAL GENERAL LIABILITY

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

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

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
  - b. While that part of the contract or agreement is in effect; and
  - c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

- A. Non-Owned Watercraft – 75 Feet Long Or Less
- B. Who Is An Insured – Unnamed Subsidiaries
- C. Who Is An Insured – Retired Partners, Members, Directors And Employees
- D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
- E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
- F. Blanket Additional Insured – Controlling Interest
- G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
- H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
- I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- J. Incidental Medical Malpractice
- K. Medical Payments – Increased Limit
- L. Amendment Of Excess Insurance Condition – Professional Liability
- M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
- N. Contractual Liability – Railroads

### **PROVISIONS**

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

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

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

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

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

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

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

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

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

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

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

## COMMERCIAL GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

#### (1) "Bodily injury":

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

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

#### (2) "Personal injury":

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

#### (3) "Property damage" to property:

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



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

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

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

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

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

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

a. Coverage under this provision is afforded only:

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

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

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

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

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

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

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

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

**F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

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

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

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

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

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

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

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

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

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

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

## COMMERCIAL GENERAL LIABILITY

subsequent to the signing of that contract or agreement; and

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

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

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

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

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

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

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

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

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

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

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

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

### J. INCIDENTAL MEDICAL MALPRACTICE

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

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

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

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

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

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

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

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

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

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

**Sale Of Pharmaceuticals**

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

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

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

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

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

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

**K. MEDICAL PAYMENTS – INCREASED LIMIT**

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

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

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

**L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY**

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

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

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

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

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

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

subsequent to the signing of that contract or agreement.

## COMMERCIAL GENERAL LIABILITY

### N. CONTRACTUAL LIABILITY – RAILROADS

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Consideration to Approve the Department of Housing and Urban Development (HUD) FY2023 Community Project Funding Grant Agreement between the City of Perris and the Department of Housing and Urban Development (HUD) for the Community Program Enhancement Project, Grant Number B-23-CP-CA-0230

**REQUESTED ACTION:** That the City Council approve the FY2023 Community Project Funding Grant Agreement and authorize the City Manager to execute the Agreement, subject to approval as to form by the City Attorney.

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

#### BACKGROUND/DISCUSSION:

Through the Consolidated Appropriations Act, 2023 (Public Law 117-328) (FY2023 Act) Congress made grant funding available for the Economic Development Initiative “EDI” for the purpose of making Community Project Funding/Congressionally-directed grants. These Community Project Funding grants will be administered by the Congressional Grants Division of the U.S Department of Housing and Urban Development (HUD). On March 2, 2023, the City of Perris was awarded \$3 million from the Community Project Funding for the Community Program Enhancement Project. The budget allocation comes from the rigorous efforts by Congressman Mark Takano, who helped secure the funding out of the EDI.

The Community Program Enhancement Project proposes to construct new and renovate existing community facilities that consist of; 1) new community recreation room at the Bob Glass Gymnasium located on Perris City Hall Campus; 2) renovation of the Bob Glass Gymnasium community stage; and 3) create a new educational space designed and focused for an early childcare classroom.

The proposed project of developing a new recreation facility in the Bob Glass Gymnasium would respond to the needs of the community to develop a community public space that would foster safe, accessible, and inclusive opportunities for children and adults of all ages. The proposed space would support new programming to recreate, socialize, and overcome health disparities, inclusive of adaptive programming, nutrition classes, fitness classes, performing art classes, and enrichment

courses. The space would additionally provide an opportunity to further sustain the collaborative public private partnerships the city has developed with local agencies to further support community programming inclusive of veteran resources, homelessness programs, mental health, and more. The renovation of the stage would allow the city to showcase performances of arts for all ages and enhance the residents' experience when attending performances.

The development of the early childcare facility would further support the need for curriculum-based programming to enrich the minds of our growing young population with the desired outcome to pave a path in support of academia.

To respond to the needs of the community, the City of Perris has prioritized the development of community amenities, not only to serve as recreational venues, but also to support the city's efforts toward increasing civic engagement, supporting community vitality, mental wellness, and enhancement to equitable access of program services. This project would promote an environment that cultivates healthy, safe, accessible and inclusive opportunities for post-pandemic socialization while improving the overall built environment.

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**BUDGET (or FISCAL) IMPACT:** Costs associated with the Community Program Enhancement Project will be covered through awarded funding in the amount of \$3,000,000 received from the Department of Housing and Urban Development (HUD) Community Project Funding.

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Prepared by: Martin E. Martinez, Management Analyst

**REVIEWED BY:**

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

**Attachments:**

- 1: Grant Award Letter
- 2: FY2023 CPF Grant Agreement

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



# **CITY OF PERRIS**

COMMUNITY SERVICES

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## **ATTACHMENT 1: Grant Award Letter**



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 2, 2023

Sabrina Chavez  
City of Perris

Email: [schavez@cityofperris.org](mailto:schavez@cityofperris.org)

Dear Chavez:

In the Consolidated Appropriations Act, 2023 (Public Law 117-328) (the FY2023 Act), Congress made funding available \$2,982,285,641 for “grants for the Economic Development Initiative (EDI) for the purposes, and in amounts, specified for Community Project Funding/Congressionally Directed Spending” in the associated table included in the accompanying joint explanatory statement (JES). These “Community Project Funding” or “CPF” awards are administered by the Department of Housing and Urban Development (HUD).

HUD received the below information about your project as listed on the JES, which was printed in the Senate section of the Congressional Record on December 20, 2022 ([CREC-2022-12-20-pt3-PgS9325-2.pdf \(congress.gov\)](#)). A Grant Number (noted below) has been generated by HUD and will be the unique identifier for your project throughout the grant process.

<b>Grantee:</b>	City of Perris
<b>Project:</b>	Community Program Enhancement Project
<b>Amount:</b>	\$3,000,000
<b>Grant Number</b>	B-23-CP-CA-0230

Pursuant to the requirements associated with the FY2023 Act, this FY2023 Grant Award Letter outlines initial grant award requirements and information needed from you to prepare your FY2023 CPF Grant Agreement for execution. The Grant Award Letter also provides an overview of the steps to execute your Grant Agreement. Further detail is provided within the FY2023 CPF Grant Guide.

This “Grant Award Letter,” is included in the “Grant Award Package” transmitted with the corresponding email. The Grant Award Package also includes:

- the “FY2023 Community Project Funding Grant Guide” (FY2023 CPF Grant Guide),
- your FY2023 Community Project Funding Grant Agreement “FY2023 CPF Grant



- Agreement,” and
- standard forms required to execute your Grant Agreement.

A brief overview of these documents is below:

- 1) **FY2023 CPF Grant Guide**: The FY2023 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2023 CPF Grant Agreement. The FY2023 CPF Grant Guide also provides information on the requirements that will govern these funds, as provided by the FY2023 Act, and the cross-cutting requirements that generally apply to all HUD awards as provided by HUD regulations and other applicable Federal regulations and statutes.

The FY2023 CPF Grant Guide provides guidance and instructions for access to your grant funds and fulfilling the reporting requirements for this award. The FY2023 CPF Grant Guide provides guidance for various grant administration-related actions including the Disaster Recovery Grants Reporting (DRGR) system for the financial management of these grant funds and periodic reporting of project status and accomplishments for this grant. Please refer to this document as it includes important information and forms for accessing DRGR, as well as other information concerning reporting requirements.

- 2) **FY2023 CPF Grant Agreement for this Award**: The FY2023 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please read this FY2023 CPF Grant Agreement carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. The grantee’s Authorized Representative, or legal signatory, must sign and date the FY2023 CPF Grant Agreement. Please retain a “copy” (either electronic and/or printed) of the signed and dated document for your records pending receipt of the countersigned copy from HUD. Please also note that to ensure the Project Narrative and Approved Budget (Appendices 1 and 2) reflect the project and budget as approved by HUD at the time of grant execution, Appendices 1 and 2 will be added by HUD on the date that HUD signs the FY2023 CPF Grant Agreement as stated in Article III, sections A and B of the FY2023 CPF Grant Agreement.

- 3) **Standard Forms and Required Materials**:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance:  
<https://www.hudexchange.info/resource/306/hud-form-sf424/>
- c. SF-424-B, Assurances for Non construction Programs, or SF-424-D, Assurances for Construction Programs: <https://www.grants.gov/forms/sf-424-family.html>
- d. SFLLL Disclosure of Lobbying Activities (as applicable):  
<https://www.hudexchange.info/resource/308/hud-form-sflll/>
- e. SF-1199A - Direct Deposit Sign-Up Form:  
<https://www.hud.gov/sites/documents/attachmentvisf-1199A.PDF>

Evidence of the American Bankers Association (ABA) number for your depository account, such as a VOIDED blank check, a deposit slip, or similar documentation. The SF1199A form is used to collect the information necessary to establish an account for the grantee in HUD's financial system. The form is to be completed by the grantee and grantee's financial institution.

### **Grant Award Process Overview**

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2023 Grant Agreement. This process and the forms are also available in the FY2023 CPF Grant Guide, which can also be found on the program's webpage at:

[https://www.hud.gov/program\\_offices/comm\\_planning/edi-grants](https://www.hud.gov/program_offices/comm_planning/edi-grants).

### **Grant Award Process**

- 1) HUD will email a Grant Award Package including:
  - a. FY2023 Grant Award Letter (this letter)
  - b. FY2023 CPF Grant Guide
  - c. FY2023 CPF Grant Agreement
  - d. Links to Standard Forms (see list above in number 3)
- 2) Grantee should review the Grant Award Package documents and send HUD the following:
  - a. Signed and dated FY2023 CPF Grant Agreement
  - b. Completed Standard Forms
  - c. Detailed Project Narrative: The detailed project narrative should:
    - i. capture the maximum anticipated scope of the proposal, not just a single activity that the CPF grant is going toward; and
    - ii. include all contemplated actions that are part of the project.
  - d. Line-Item Project Budget: The line-item budget should:
    - i. capture the maximum anticipated scope of the proposal including the use of the FY23 CPF grant funds in context of the full project budget; and
    - ii. include all contemplated actions that are part of the project, not just a single activity that the CPF grant is going toward.
- 3) Grantee should initiate or complete a Federal environmental review: If the grantee has not yet done so, they should initiate an environmental review, as applicable.
- 4) HUD reviews returned Grant Award Package for completeness: Once HUD receives a completed grant award package, HUD will review the project narrative and budget, standard forms, grantee-signed and dated FY2023 CPF Grant Agreement.
  - a. If complete, HUD will execute the FY2023 CPF Grant Agreement.
  - b. If information is missing, HUD will work with grantee to finalize the Grant Award Package.
- 5) Payment Process: Once the Grant Agreement is executed by the Grantee and HUD, HUD will assist the grantee in getting set up in HUD's financial system. Once set up in HUD's financial system, grantees will submit payment requests.

**To assist you with understanding the materials that you have received, HUD will host a series of webinars and "office hours" starting the week of March 6, 2023, to review the**

**requirements and support grantees through the grant award process and beyond. HUD will send reminder emails prior to each session with the registration link.**

### **Overview of the FY2023 Act**

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.
- **Environmental Review Requirements:** CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and all appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
  - In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, **environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’<sup>1</sup>**
  - Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under 24 CFR 58.22 which provides limitations on activities pending clearance, and Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and/or historic resources prior to completion of the historic preservation review process known as Section 106 review.
  - HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.
- For FY2023 grants, the date of the FY 2023 Act’s enactment (December 29, 2022) is the date of eligibility for reimbursement for hard and soft costs and the date of the federal nexus

<sup>1</sup> Choice limiting actions constitute work, such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades, that can have an adverse impact on cultural and / or historical resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

for compliance with all environmental laws. Therefore, reimbursable/eligible hard costs can be incurred after enactment once a full environmental review is completed.

- HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review).
  - After execution of the FY2023 CPF Grant Agreement, these soft costs may be reimbursed if incurred after December 29, 2022, and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.
  - Hard costs can be reimbursed if incurred after a full environmental review is completed and the costs would otherwise meet the allowability criteria in 2 CFR 200.403.

Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the FY2023 CPF Grant Guide and on the program's webpage.

All information required for your grant award should be submitted via email to the dedicated mailbox at [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov). In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>: Submission of Required Grant Materials**.

If you, or your staff, have any questions regarding how to complete or submit the required documents or about your grant in general, please feel free to contact Njeri Santana-Carter, in CGD at [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov). Please note while your grant officer may change over time, we have a team approach to managing your project. Njeri Santana-Carter is the primary point of contact at HUD for this award and will be available to assist you. Include your grant number and grant name in all email correspondence.

We look forward to working with you on this important project!

Sincerely,



Robin J. Keegan  
Deputy Assistant Secretary  
Economic Development

ATTACHMENTS:  
FY2023 Community Project Funding Grant Guide (Version 1)  
FY2023 CPF Grant Agreement  
Form HUD-1044 – Assistance Award/Amendment Form



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**ATTACHMENT 2:  
FY2023 CPF Grant Agreement**

**FY 2023 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-23-CP-CA-0230**

**Grantee Name:** City of Perris

**Grantee Address:** ,

**Grantee's Unique Entity Identifier (UEI):**

**Grantee's Employer Identification Number (EIN)**

**Federal Award Identification Number (FAIN)** B-23-CP-CA-0230

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Perris (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$3,000,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. **Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. **Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.



C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

#### **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

#### **ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

\_\_\_\_\_

(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_

(Typed Name and Title of Authorized Official)

\_\_\_\_\_

(Date)

**HUD**

BY: \_\_\_\_\_

Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_

(Date)

**APPENDIX 1 – Project Narrative**





# CITY OF PERRIS

## COMMUNITY SERVICES

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### APPENDIX 1 – Project Narrative

**Project Name:** Community Program Enhancement Project

**Grant Number:** B-23-CP-CA-0230

**Project Purpose:** The Community Program Enhancement Project will allow the City to develop new facility space and renovate existing space to accommodate the needs of the community and host an array of enhanced recreation and educational programming to support residents of all ages.

**Project Scope:** The project proposes to construct and renovate community facilities that consist of; 1) Construction of a new community recreation room extension at the Bob Glass Gymnasium located on Perris City Hall campus designed as a large meeting space with new construction materials, wood framing, flooring, lighting, interior and exterior paint, windows, and audio visual equipment to support programming; 2) Renovation of the Bob Glass Gymnasium community stage with new flooring, audio and visual equipment, wall paint, draping and lighting; and 3) Create a new educational space designed for an early childcare classroom to include new flooring, interior wall paint, plumbing, lighting and electrical improvements, new restrooms and new wall installation, fixtures and furnishings designed for early childhood development program.

Currently, the City has the Bob Glass Gymnasium that includes one community room and stage to host recreation programming to meet the City's resident population which is approximately 80,000. The City also receives facility reservation requests from community organizations, and therefore community spacing becomes impacted, hence, the City has to limit recreation programming in order to meet community facility reservation requests. In addition, the City's early childhood program is currently hosted in the basement of the Bob Glass Gymnasium, which limits the program capacity for this program that is in high demand.

The requested funding would cover all project related costs to include design development, engineering, construction, furnishings and fixtures for these proposed community facilities. Consideration of this funding would allow the City to develop new facility space to accommodate the needs of the community and host an array of enhanced recreation and educational programming to support residents of all ages.

The project has not yet started, it will not be part of a larger project and no subrecipient will be used to implement any part of the project.

**APPENDIX 2 – Approved Budget**



# CITY OF PERRIS

COMMUNITY SERVICES

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## APPENDIX 2 – Approved Budget

### 1. New Bob Glass Gymnasium Community Recreation Room

- Design Development: \$60,000
- Construction: \$1,140,000
- Project Contingency: \$300,000
- Total Estimated Project Cost: \$1,500,000

### 2. Renovation of the Bob Glass Gymnasium Community Stage

- Design Development: \$34,000
- Construction: \$646,000
- Project Contingency: \$170,000
- Total Estimated Project Cost: \$850,000

### 3. New Early Childcare Classroom Facility:

- Design Development: \$26,000
- Construction: \$494,000
- Project Contingency: \$130,000
- Total Estimated Project Cost: \$650,000

Total Project Cost: \$3,000,000

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions  
NONE.**

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



10.D.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** April 25, 2023
- SUBJECT:** A Resolution of the City Council of the City of Perris, County of Riverside, State of California, approving the Amendment of the City's Classification and Compensation Plan to Include One (1) New City Classification and Authorize the Amendment of the City's Salary Range Placement Schedule Which Sets Forth the Classification and Compensation Allocations for All City Employees.
- REQUESTED ACTION:** To adopt the Resolution Number (next in order) approving the Amendment of the City's Classification and Compensation Plan to Include One (1) New City Classification and Authorize the Amendment of the City's Salary Range Placement Schedule Which Sets Forth the Classification and Compensation Allocations for All City Employees.
- CONTACT:** Saida Amozgar, Director of Administrative Services
- 

### **BACKGROUND/DISCUSSION:**

California Government Code Section 36505 requires that the City Council approve the Classification and Compensation Plan for all employees by means of a Resolution. Pursuant to the City of Perris Personnel Rule 6.0, the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended from time to time as necessary. The most current classification plan was adopted by the City Council on February 28, 2023.

Since the last amendment, the City has determined a need for one (1) new classification requiring essential functions and services, which is City Engineer. The City is in the process of moving forward with bringing engineering services in-house. This classification will fill the full-time interim City Engineer position and assist in the formation of the City's engineering department. The new class specification and assigned salary allocation have been reviewed by the City's Human Resources Committee ("HR Committee"). The draft Resolution is attached hereto as "Attachment 1." The draft new class specification and respective salary range placement schedule are attached to the Resolution as "Exhibits A – B," and incorporated hereto by this reference.

<b>Position</b>	<b>Pay Range</b>	<b>Budget Impact</b>
City Engineer	94	\$235,516

The proposed class specification was prepared by the City's Administrative Services Department with the assistance of consulting firm, Koff & Associates, Inc. Thus, staff believes the class specification and salary meet industry standards and are internally aligned and equitable.

Class specifications for represented bargaining unit classifications are a matter within the scope of bargaining subject to meet and confer under the provisions of the Meyers-Millias-Brown Act ("MMBA") (Government Code Section 3500 et seq.). The City Engineer position is non-represented and therefore this class specification is not subject to this provision.

Staff recommends that the City Council adopt the Resolution approving the amendment of the City's Classification and Compensation Plan to include one (1) new City class specification and authorizing the amendment of the City's Salary Range Placement Schedule which sets forth the classification and compensation allocations for all City employees.

**BUDGET (or FISCAL) IMPACT:**

The total annual cost impact to the fiscal budget is two hundred thirty five thousand five hundred sixteen (\$235,516) dollars.

Prepared by: Saida Amozgar, Director of Administrative Services

**REVIEWED BY:**

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

**Attachment 1:**

Resolution Number (Next in Order), including Exhibits A-B Classification Specification and Salary Range Placement Schedule

Consent: April 25, 2023  
Public Hearing:  
Business Item:  
Presentation:  
Other:

**Attachment 1**

**Resolution Number (Next in Order)  
Amending the City's Classification and Compensation Plan  
and Salary Range Placement Schedule**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE ONE (1) NEW CITY CLASSIFICATION AND AUTHORIZE THE AMENDMENT OF THE CITY'S SALARY RANGE PLACEMENT SCHEDULE WHICH SETS FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS FOR ALL CITY EMPLOYEES**

**WHEREAS**, Section 36505 of the California Government Code requires that the City Council approve the Classification and Compensation Plan for all employees by means of a resolution; and

**WHEREAS**, Rule 6.0 of the City of Perris Personnel Rules and Regulations provides that the City Manager shall ascertain and record the duties and responsibilities of all positions in the classified service and shall recommend a classification plan for these positions to the City Council and that the classification plan shall be adopted by the City Council and may be amended as necessary; and

**WHEREAS**, on September 26, 2017, the City Council, by Resolution No. 5178, adopted the recommendations contained in the Classification and Compensation Study, authorized the City Manager to implement the recommendations, and approved the implementation of the City of Perris Salary Range Placement Schedules, which set forth updated Classification and Compensation Allocations for all City employees; and

**WHEREAS**, amendments to the City's Classification and Compensation Plan were adopted by the City Council on March 27, 2018 via Resolution No. 5246, on September 25, 2018 via Resolution No. 5367, on December 20, 2020 via Resolution No. 5739; on May 11, 2021 via Resolution No. 5790; on August 31, 2021 via Resolution No. 5843; on January 25, 2022 via Resolution No. 5911, on July 26, 2022 via Resolution No. 6020; and on February 28, 2023 via Resolution No. 6136; and

**WHEREAS**, the City Manager has recommended implementation of another amendment to the City's Classification and Compensation Plan with one (1) new classification specification for City Engineer, along with respective schedule of compensation for said position; and

**WHEREAS**, the one (1) new classification specification was created by the City's Administrative Services Department with the assistance of a personnel consulting firm, Koff & Associates, Inc., which confirmed that the class specification and salary meet industry standards and are internally aligned and equitable.

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



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

**Section 2.** The City Council hereby adopts the following one (1) new classification specification and respective schedule of compensation:

<b>Classification</b>	<b>Schedule of Compensation</b>
City Engineer	Range 94

The job description for the above new classification is attached hereto as Exhibits "A." The operative salary schedule(s) used for compensating City employees referenced as City of Perris Salary Range Placement Schedule is attached hereto as Exhibit "B."

**Section 3.** This resolution shall be effective on April 25, 2023. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 25<sup>h</sup> day of April 2023.

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

ATTEST:

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

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

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 25<sup>th</sup> day of April, 2023, and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

Exhibit A – City Engineer Classification Specification  
Exhibit B – Salary Range Placement Schedule (Management)



## **City Engineer Class Specification**

**FLSA Designation: Exempt  
Effective: 04/2023  
Revised:**

---

### **DEFINITION**

Under administrative direction, plans, organizes, manages, and provides technical direction and oversight for all functions and activities of the Engineering Department, including capital improvement projects, land development, traffic engineering, and other engineering projects, as well as coordination with outside agencies regarding water and wastewater collection, stormwater, and drainage; coordinates assigned activities with other City departments, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager in areas of expertise; and performs related work as required.

### **SUPERVISION EXERCISED**

Exercises general supervision and direction over supervisory, professional, technical, and administrative support staff.

### **EXAMPLES OF IMPORTANT AND TYPICAL DUTIES**

Assumes full management responsibility for all Engineering Department services and activities, including directing and participating in the design of systems, projects, and facilities; the planning, design, and construction of public works facilities, traffic engineering operations, permit issuance, and inspections; and review and approval of engineering plans and subdivision maps.

Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.

Manages and participates in the development and administration of the department's annual budget and capital improvement budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

Selects, trains, motivates, and directs department personnel as well as consulting staff; evaluates and reviews work for acceptability and conformance with department standards,

including program and project priorities and performance evaluations; works with employees to correct deficiencies; implements discipline and termination procedures; responds to staff questions and concerns.

Prepare, review, and approve City Council and Planning Commission agenda items and staff reports including agreements, resolutions, ordinance amendments, and presentations; present direct reports to the City Council, commissions, and boards.

Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.

Directs, manages and participates in the development of the department work plan and the City's Capital Improvement Program; assesses asset needs given public works infrastructure; directs the development of plans and specifications for public works maintenance and construction activities.

Directs and participates in the review, processing, and conditioning of private land development proposals.

Reviews and signs engineering documents, contracts, and forms in compliance with the California State Board of Professional Engineers and Land Surveyors.

Negotiates interagency agreements regarding water, emergency management, wastewater, and stormwater issues.

Interacts as City representative with County, Regional Water Quality Control Board, Water Quality District, other public works committees, and planning commission.

Participates on and makes presentations to the City Council, Planning Commission, and a variety of boards and commissions; attends and participates in professional group meetings.

Represents the department to elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.

Stays abreast of new trends and innovations in the fields of engineering, land development, public works, and other types of public services as they relate to the area of assignment.

Evaluates the need for and develops plans and schedules for long-range public works maintenance and capital improvement programs.

Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of engineering, public works, utilities, and related matters; provides information regarding these matters.

Reviews the design, materials, and processes proposed in connection with new construction or major repairs for City facilities and improvements; prepares and/or reviews ordinances for Council consideration; recommends levels of service for utilities, streets, and drainage areas.

Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.

Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies and procedures as appropriate.

Maintains and directs the maintenance of working and official departmental files.

Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.

Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned by the City Manager.

Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.

#### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

#### **JOB RELATED AND ESSENTIAL QUALIFICATIONS**

##### **Knowledge of:**

Extensive knowledge of municipal public works planning, engineering, maintenance and construction.

Civil engineering principles related to planning, traffic, streets, public buildings and capital facilities planning.

Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff.

Public agency budgetary, contract administration, administrative practices, and general principles of risk management related to the functions of the assigned area.

Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.

Principles and practices of public works and engineering program development, maintenance, and management in a municipal setting.

Methods, materials, and techniques used in the construction of public works projects. Applicable Federal, State, and local laws, codes, and regulations.

Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.

Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.

Record keeping principles and procedures.

Modern office practices, methods, and computer equipment.

Computer applications related to the work.

English usage, grammar, spelling, vocabulary, and punctuation.

Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.

Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.

**Skill to:**

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

**Ability to:**

Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.

Plan, organize, direct, and coordinate the work of supervisory, professional, and technical personnel.

Select, train, motivate, and evaluate the work of staff and train staff in work procedures.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of engineering programs and administrative activities.

Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.

Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.

Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.

Establish and maintain a variety of filing, record keeping, and tracking systems.

Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.

Operate modern office equipment including computer equipment and specialized software applications programs.

Use English effectively to communicate in person, over the telephone, and in writing.

Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Minimum Qualifications:**

**Experience:**

Ten (10) years of increasingly responsible experience in engineering, public works, and/or development of capital improvement and land development projects, in a municipal setting, including five (5) years of management and supervisory experience.

**Training:**

Bachelor's degree from an accredited college or university with major course work in civil engineering. A Master's degree is desirable.

**License or Certificate:**

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possess and maintain a Registered Professional Civil Engineer license in the State of California.

**Special Requirements:**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment; ability to travel to different sites and locations.

**Effective Date:** April 2023



Exhibit B

CITY OF PERRIS		SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)					Annual Adjustment (MOU INCREASE )	
							5.00%	
APPROXIMATELY 2.5% BETWEEN RANGES								
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS								
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM								
STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2022								
<b>Fiscal Year 2022-2023 - WITH 5% MOU INCREASE</b>								
Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E	
63		Hourly	\$40,5111	\$42,5367	\$44,6635	\$46,8967	\$49,2415	
		Bi-weekly	\$3,240.89	\$3,402.94	\$3,573.08	\$3,751.74	\$3,939.32	
		Monthly	\$7,022	\$7,373	\$7,742	\$8,129	\$8,535	
		Annual	\$84,263	\$88,476	\$92,900	\$97,545	\$102,422	
70		Hourly	\$48,1551	\$50,5628	\$53,0910	\$55,7455	\$58,5328	
		Bi-weekly	\$3,852.41	\$4,045.03	\$4,247.28	\$4,459.64	\$4,682.62	
		Monthly	\$8,347	\$8,764	\$9,202	\$9,663	\$10,146	
		Annual	\$100,163	\$105,171	\$110,429	\$115,951	\$121,748	
71		Hourly	\$49,3589	\$51,8268	\$54,4183	\$57,1392	\$59,9960	
		Bi-weekly	\$3,948.71	\$4,146.14	\$4,353.46	\$4,571.13	\$4,799.68	
		Monthly	\$8,556	\$8,983	\$9,432	\$9,904	\$10,389	
		Annual	\$102,666	\$107,800	\$113,190	\$118,849	\$124,792	
72	Accounting Supervisor	Hourly	\$50,5928	\$53,1225	\$55,7786	\$58,5676	\$61,4959	
	Code Compliance Supervisor	Bi-weekly	\$4,047.43	\$4,249.80	\$4,462.29	\$4,685.41	\$4,919.67	
	Community Services Supervisor	Monthly	\$8,769	\$9,208	\$9,668	\$10,152	\$10,659	
	Counter Services Supervisor	Annual	\$105,233	\$110,495	\$116,020	\$121,821	\$127,912	
	Digital Media Supervisor							
	Human Resources and Risk Supervisor							
	Information Technology Supervisor							
	Operations Supervisor							
	Parks Supervisor							
	Public Health Supervisor							
	Public Works Supervisor							
Principal Management Analyst								
Special Districts Supervisor								
73	Principal Planner	Hourly	\$51,8577	\$54,4505	\$57,1731	\$60,0317	\$63,0334	
		Bi-weekly	\$4,148.61	\$4,356.04	\$4,573.85	\$4,802.53	\$5,042.67	
		Monthly	\$8,989	\$9,438	\$9,910	\$10,405	\$10,928	
		Annual	\$107,864	\$113,257	\$118,920	\$124,866	\$131,109	
74		Hourly	\$53,1541	\$55,8119	\$58,6024	\$61,5326	\$64,6092	
		Bi-weekly	\$4,252.33	\$4,464.95	\$4,688.19	\$4,922.61	\$5,168.73	
		Monthly	\$9,213	\$9,674	\$10,158	\$10,666	\$11,199	
		Annual	\$110,561	\$116,089	\$121,893	\$127,988	\$134,387	
75		Hourly	\$54,4829	\$57,2071	\$60,0675	\$63,0709	\$66,2244	
		Bi-weekly	\$4,358.83	\$4,576.58	\$4,805.40	\$5,045.67	\$5,297.95	
		Monthly	\$9,444	\$9,916	\$10,412	\$10,932	\$11,479	
		Annual	\$113,324	\$118,991	\$124,940	\$131,187	\$137,747	
76		Hourly	\$55,8450	\$58,6374	\$61,5691	\$64,6476	\$67,8800	
		Bi-weekly	\$4,467.60	\$4,690.99	\$4,925.53	\$5,171.80	\$5,430.40	
		Monthly	\$9,680	\$10,164	\$10,672	\$11,206	\$11,766	
		Annual	\$116,158	\$121,966	\$128,064	\$134,467	\$141,190	
77		Hourly	\$57,2412	\$60,1033	\$63,1084	\$66,2638	\$69,5770	
		Bi-weekly	\$4,579.29	\$4,808.27	\$5,048.67	\$5,301.10	\$5,566.16	
		Monthly	\$9,922	\$10,418	\$10,939	\$11,486	\$12,060	
		Annual	\$119,062	\$125,015	\$131,266	\$137,829	\$144,720	

CITY OF PERRIS

**SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE)

**5.00%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2022

**Fiscal Year 2022-2023 - WITH 5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
78		Hourly	\$58,6722	\$61,6058	\$64,6861	\$67,9205	\$71,3164
		Bi-weekly	\$4,693.77	\$4,928.46	\$5,174.89	\$5,433.64	\$5,705.31
		Monthly	\$10,170	\$10,678	\$11,212	\$11,773	\$12,362
		Annual	\$122,038	\$128,140	\$134,547	\$141,275	\$148,338
79		Hourly	\$60,1390	\$63,1460	\$66,3032	\$69,6184	\$73,0994
		Bi-weekly	\$4,811.12	\$5,051.68	\$5,304.26	\$5,569.47	\$5,847.95
		Monthly	\$10,424	\$10,945	\$11,493	\$12,067	\$12,671
		Annual	\$125,089	\$131,344	\$137,911	\$144,806	\$152,047
80	Building Official	Hourly	\$61,8425	\$64,7247	\$67,9609	\$71,3588	\$74,9268
	Building and Safety Manager	Bi-weekly	\$4,931.40	\$5,177.97	\$5,436.87	\$5,708.71	\$5,994.15
	Code Enforcement Manager	Monthly	\$10,685	\$11,219	\$11,780	\$12,369	\$12,987
	Capital Improvement Project Manager	Annual	\$128,216	\$134,827	\$141,359	\$148,426	\$155,848
	Economic Development and Housing Manager						
	Finance Manager						
	Human Resources and Risk Manager						
	Information Technology Manager						
	Parks Services Manager						
	Planning Manager						
Public Works Manager							
Recreation and Public Services Manager							
Water System Superintendent							
81		Hourly	\$63,1835	\$66,3428	\$69,6599	\$73,1429	\$76,8000
		Bi-weekly	\$5,054.68	\$5,307.42	\$5,572.79	\$5,851.43	\$6,144.00
		Monthly	\$10,952	\$11,499	\$12,074	\$12,678	\$13,312
		Annual	\$131,422	\$137,993	\$144,893	\$152,137	\$159,744
82		Hourly	\$64,7632	\$68,0013	\$71,4013	\$74,9714	\$78,7200
		Bi-weekly	\$5,181.06	\$5,440.11	\$5,712.11	\$5,997.71	\$6,297.60
		Monthly	\$11,226	\$11,787	\$12,376	\$12,995	\$13,645
		Annual	\$134,707	\$141,443	\$148,515	\$155,940	\$163,738
83		Hourly	\$66,3822	\$69,7013	\$73,1864	\$76,8457	\$80,6880
		Bi-weekly	\$5,310.57	\$5,576.11	\$5,854.91	\$6,147.66	\$6,455.04
		Monthly	\$11,506	\$12,082	\$12,686	\$13,320	\$13,986
		Annual	\$138,075	\$144,979	\$152,228	\$159,839	\$167,831
84		Hourly	\$68,0418	\$71,4438	\$75,0161	\$78,7669	\$82,7053
		Bi-weekly	\$5,443.34	\$5,715.50	\$6,001.28	\$6,301.35	\$6,616.42
		Monthly	\$11,794	\$12,384	\$13,003	\$13,653	\$14,336
		Annual	\$141,527	\$148,603	\$156,033	\$163,835	\$172,027
85		Hourly	\$69,7428	\$73,2289	\$76,8914	\$80,7361	\$84,7729
		Bi-weekly	\$5,579.42	\$5,858.39	\$6,151.31	\$6,458.89	\$6,781.83
		Monthly	\$12,089	\$12,693	\$13,328	\$13,994	\$14,694
		Annual	\$145,065	\$152,318	\$159,934	\$167,931	\$176,328
86		Hourly	\$71,4864	\$75,0608	\$78,8137	\$82,7544	\$86,8921
		Bi-weekly	\$5,718.91	\$6,004.86	\$6,305.09	\$6,620.35	\$6,951.37
		Monthly	\$12,391	\$13,011	\$13,661	\$14,344	\$15,061
		Annual	\$148,692	\$156,126	\$163,932	\$172,129	\$180,736
87		Hourly	\$73,2736	\$76,9373	\$80,7840	\$84,8234	\$89,0645
		Bi-weekly	\$5,861.89	\$6,154.98	\$6,462.72	\$6,785.87	\$7,125.16
		Monthly	\$12,701	\$13,336	\$14,003	\$14,703	\$15,438
		Annual	\$152,409	\$160,030	\$168,031	\$176,433	\$185,254

CITY OF PERRIS

**SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)**

Annual Adjustment  
(MOU INCREASE)

**5.00%**

APPROXIMATELY 2.5% BETWEEN RANGES  
FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2022

**Fiscal Year 2022-2023 - WITH 5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
88		Hourly	\$75.1054	\$78.8606	\$82.8037	\$86.9438	\$91.2910
		Bi-weekly	\$6,008.44	\$6,308.85	\$6,624.30	\$6,955.51	\$7,303.28
		Monthly	\$13,018	\$13,669	\$14,353	\$15,070	\$15,824
		Annual	\$156,219	\$164,030	\$172,232	\$180,843	\$189,885
89	Assistant Director of Development Services	Hourly	\$78.9830	\$80.8321	\$84.8738	\$89.1175	\$93.5734
	Assistant Director of Finance	Bi-weekly	\$6,158.64	\$6,466.57	\$6,789.91	\$7,129.40	\$7,485.87
	Assistant Director of Community Services	Monthly	\$13,344	\$14,011	\$14,711	\$15,447	\$16,219
	Assistant Director of Administrative Services	Annual	\$160,125	\$168,131	\$176,538	\$185,364	\$194,633
	Assistant Director of Public Works						
90		Hourly	\$78.9077	\$82.8530	\$86.9957	\$91.3455	\$95.9127
		Bi-weekly	\$6,312.61	\$6,628.24	\$6,959.65	\$7,307.64	\$7,673.02
		Monthly	\$13,677	\$14,361	\$15,079	\$15,833	\$16,625
		Annual	\$164,128	\$172,334	\$180,951	\$189,999	\$199,498
91		Hourly	\$80.8802	\$84.9243	\$89.1706	\$93.6290	\$98.3106
		Bi-weekly	\$6,470.42	\$6,793.95	\$7,133.65	\$7,490.32	\$7,864.84
		Monthly	\$14,019	\$14,720	\$15,456	\$16,229	\$17,040
		Annual	\$168,231	\$176,643	\$185,475	\$194,748	\$204,486
92		Hourly	\$82.9023	\$87.0474	\$91.3997	\$95.9697	\$100.7683
		Bi-weekly	\$6,632.18	\$6,963.79	\$7,311.98	\$7,677.58	\$8,061.46
		Monthly	\$14,370	\$15,088	\$15,843	\$16,635	\$17,466
		Annual	\$172,437	\$181,059	\$190,111	\$199,617	\$209,598
93		Hourly	\$84.9748	\$89.2236	\$93.6848	\$98.3691	\$103.2876
		Bi-weekly	\$6,797.99	\$7,137.89	\$7,494.78	\$7,869.53	\$8,263.00
		Monthly	\$14,729	\$15,465	\$16,239	\$17,051	\$17,903
		Annual	\$176,748	\$185,585	\$194,864	\$204,608	\$214,838
94	Chief Information Officer	Hourly	\$87.0992	\$91.4541	\$96.0268	\$100.8283	\$105.8696
	City Engineer	Bi-weekly	\$6,987.94	\$7,316.33	\$7,662.15	\$8,066.27	\$8,469.57
	Director of Administrative Services	Monthly	\$15,097	\$15,852	\$16,645	\$17,477	\$18,351
	Director of Building and Code Enforcement	Annual	\$181,166	\$190,225	\$199,736	\$209,723	\$220,209
	Director of Community Services						
	Director of Development Services						
95	Director of Economic Development and Housing						
	Director of Finance						
95		Hourly	\$89.2767	\$93.7406	\$98.4276	\$103.3490	\$108.5163
		Bi-weekly	\$7,142.13	\$7,499.25	\$7,874.21	\$8,267.92	\$8,681.31
		Monthly	\$15,475	\$16,248	\$17,061	\$17,914	\$18,809
		Annual	\$185,695	\$194,980	\$204,729	\$214,966	\$225,714
96	Deputy City Manager	Hourly	\$91.5087	\$96.0840	\$100.8882	\$105.9327	\$111.2294
		Bi-weekly	\$7,320.70	\$7,686.72	\$8,071.05	\$8,474.62	\$8,898.35
		Monthly	\$15,862	\$16,655	\$17,487	\$18,362	\$19,280
		Annual	\$190,338	\$199,855	\$209,847	\$220,340	\$231,357
97		Hourly	\$93.7966	\$98.4861	\$103.4104	\$108.5811	\$114.0101
		Bi-weekly	\$7,503.73	\$7,878.89	\$8,272.83	\$8,686.49	\$9,120.81
		Monthly	\$16,258	\$17,071	\$17,924	\$18,821	\$19,762
		Annual	\$195,097	\$204,851	\$215,094	\$225,849	\$237,141

CITY OF PERRIS		Annual Adjustment (MOU INCREASE )	5.00%
SALARY RANGE PLACEMENT SCHEDULE (MANAGEMENT ONLY)			

APPROXIMATELY 2.5% BETWEEN RANGES  
 FIVE STEPS; APPROXIMATELY 5% BETWEEN STEPS  
 APPROXIMATELY 20% BETWEEN SALARY MINIMUM AND MAXIMUM

STARTING FIRST FULL PAY PERIOD AFTER JULY 1, 2022  
**Fiscal Year 2022-2023 - WITH 5% MOU INCREASE**

Range #	Recommended Title	Pay Period	Step A	Step B	Step C	Step D	Step E
98	Assistant City Manager	Hourly	\$96.1413	\$100.9483	\$105.9956	\$111.2956	\$116.8604
		Bi-weekly	\$7,691.30	\$8,075.86	\$8,479.65	\$8,903.65	\$9,348.83
		Monthly	\$16,664	\$17,498	\$18,373	\$19,291	\$20,256
		Annual	\$199,974	\$209,972	\$220,471	\$231,495	\$243,070
99		Hourly	\$98.5449	\$103.4719	\$108.6455	\$114.0780	\$119.7819
		Bi-weekly	\$7,883.59	\$8,277.75	\$8,691.64	\$9,126.24	\$9,582.55
		Monthly	\$17,081	\$17,935	\$18,832	\$19,774	\$20,762
		Annual	\$204,973	\$215,222	\$225,983	\$237,282	\$249,146
100		Hourly	\$101.0084	\$106.0588	\$111.3617	\$116.9299	\$122.7764
		Bi-weekly	\$8,080.67	\$8,484.70	\$8,908.94	\$9,354.39	\$9,822.11
		Monthly	\$17,508	\$18,384	\$19,303	\$20,268	\$21,281
		Annual	\$210,098	\$220,602	\$231,632	\$243,214	\$255,375
N/A	City Manager Salary set by agreement Range placement is not applicable	Hourly					\$127,6119
		Bi-weekly					\$10,208.95
		Monthly					\$22,119
		Annual					\$265,433



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Use or Sale of Alcoholic Beverage Policy in City Facilities

**REQUESTED ACTION:** That the City Council adopt Resolution Number (next in order) amending the Use or Sale of Alcoholic Beverages Policy; and rescinding prior Resolution No. 5930 (Alcohol on City Facilities).

**CONTACT:** Arcenio Ramirez, Assistant Director of Community Services

#### **Background/Discussion:**

The City of Perris' community facilities are available for use by organizations and the public for cultural, social, and recreational activities and programs. Facility usage for these purposes is coordinated by the Community Services Department.

On February 22, 2022 the City Council approved Resolution Number 5930, which allowed for alcohol sale and consumption at the Perris Train Depot, the Perris Senior Center, and the Perris Green City Farm. Since, the city has received inquiries and requests from local community organizations regarding alcohol consumption for their events at other various city facility locations such as the Perris Theater parking lot, Bob Glass Gym, City Hall lawn, and Foss Field Park. As such, staff is proposing an amendment to the City's Use or Sale of Alcoholic Beverages Policies to allow alcohol sale and consumption at these aforementioned city facilities.

On April 19, 2023, staff briefed the Parks and Recreation Committee and was directed to move forward with proposed amendments for City Council consideration to allow events with alcohol sale and consumption at the Perris Theater parking lot, Bob Glass Gym, City Hall lawn, and Foss Field Park. Therefore, staff is recommending that the City Council adopt Resolution Number (next in order) amending the Use or Sale of Alcoholic Beverages Policy in the Facility Use Policy as proposed, and rescinding prior Resolution No. 5930 regarding Alcohol on City Facilities.

**BUDGET (or FISCAL) IMPACT:** There are no impacts.

**Prepared by:** Joshua Estrada, Parks Coordinator

**REVIEWED BY:**

Arcenio Ramirez, Assistant Director of Community Services

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

Assistant City Manager LB

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

**Attachments:**

1: Resolution Number (Next in Order) Use or Sale of Alcoholic Beverages

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



**CITY OF PERRIS**  
COMMUNITY SERVICES

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**Attachment 1:  
Resolution Number (Next in  
Order) Use or Sale of Alcoholic  
Beverages**

**RESOLUTION NO. (Next in Order)**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING THE POLICY OF THE CITY OF PERRIS TO ALLOW THE USE OR SALE OF ALCOHOLIC BEVERAGES ON SPECIFIC CIVIC CENTER FACILITIES AND RESCINDING RESOLUTION 5930.***

***WHEREAS***, the City Council approved Resolution No. 5930 on February 22, 2022 setting forth the City of Perris Department of Recreation Facilities Use Policies and to establish a fee schedule for the use or sale of alcoholic beverages; and

***WHEREAS***, the City Council of the City of Perris recognizes the need to allow opportunities for special events the ability to sell and/or consume alcoholic beverages in an orderly manner; and

***WHEREAS***, the City Council of the City of Perris, California, has determined to update its policy to allow the sale and consumption of alcoholic beverages on civic center premises, including the Perris Theatre parking lot on “D” Street, Bob Glass Gymnasium, Foss Field Park, and the City Hall Lawn area, subject to specified locations and requirements set forth below;

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

***Section 1.*** Resolution Number 5930 is hereby rescinded.

***Section 2.*** The term “alcoholic beverages” is defined as any intoxicating (or hard) liquors or beverages made by distillation or fermentation, or both, including, but not limited to, any spirituous or vinous beverages, alcoholic liquors, beer, hard ciders, or liqueurs.

***Section 3.*** The sale and/or consumption of alcoholic beverages shall be limited to the City of Perris Senior Center (100 N. “D” Street), the Perris Green City Farm (227 N. “D” Street), Santa Fe Depot (2201 S. “A” Street), Perris Theatre parking lot (279 S. “D” Street), Bob Glass Gymnasium (101 N. “D” Street), Foss Field Park (138 N. Perris Boulevard), and the City Hall Lawn Area (101 N. “D” Street) owned and operated by the City of Perris.

***Section 4.*** Each client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the City of Perris Senior Center, Perris Green City Farm, Santa Fe Depot, Perris Theatre parking lot, Bob Glass Gymnasium, Foss Field Park, and City Hall lawn area facilities:

- a) Alcoholic beverages may be consumed with a completed Policy & Agreement Application through the Community Services Department.
- b) A lessee must obtain a special event alcohol permit from the California Department of Alcoholic Beverage Control Department. In the event of a caterer, such company shall



obtain a caterer's alcohol permit license from the California Department of Alcoholic Beverage Control Department.

- c) A City approved on-site security and contracted by the City shall be provided during the event at either the Santa Fe Depot, Perris Green City Farm, Senior Center, Perris Theatre parking lot, Bob Glass Gymnasium, Foss Field Park, or City Hall lawn area. A fee in the amount of \$30.00 an hour shall be paid at the time the rental agreement is executed to cover security fees. This fee shall cover the cost for security when alcoholic beverages are sold and/or provided during the event. Such fee shall not be waived.
- d) A City staffing fee of \$27.00 an hour shall be applied for events at the Senior Center, Bob Glass Gym, and Perris Green City Farm whenever alcohol will be sold or consumed at the facility. Such fee shall not be waived.
- e) It is illegal to serve alcoholic beverages to any person under the age twenty-one (21).
- f) Beverage servers and any security office have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.
- g) No alcoholic beverages may be taken outside of the designated areas by guests or participants.

**Section 5.** The above recitals are all true and correct.

**Section 6.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

**ADOPTED, SIGNED, and APPROVED** this 25<sup>th</sup> day of April 2023.

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Michal M. Vargas, Mayor

ATTEST:

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Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said City Council on the 25<sup>th</sup> day of April 2023, and that it was so adopted by the following vote:

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

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Nancy Salazar, City Clerk

**Exhibit A:** City of Perris Community Services Facility Use Policy

**EXHIBIT A OF RESOLUTION  
NUMBER (NEXT IN ORDER)**

**CITY OF PERRIS  
COMMUNITY SERVICES  
FACILITIES USE POLICY**

**PURPOSE STATEMENT**

To ensure that City Community Services facilities are operated and maintained for the benefit of Community residents. Community Services has been delegated the responsibility to administer these policies.

**A. GENERAL POLICIES**

1. The primary use of the City of Perris Community Services Facilities is to provide activities to the Community that is recreational, educational and cultural in nature.
2. To ensure that all potential users receive an impartial consideration when requesting to reserve Community Services Facilities, a permit request process is necessary.
3. City Departments and Activities will have priority use of the Facilities over other applications for facility space. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.
4. The use of Parks and Community Services Areas or Facilities shall not be granted when, as determined by the City Manager or designated representative, such as (compatibility, time, location, lights, and noise) it is not in the best interest of the City.
5. A schedule of Facility Use Fees has been developed and approved by the City Council. Fees must be paid prior to issuance of a permit.
6. All Community Services Facility Use Permits shall require users to provide general liability insurance as set forth by said Policies and Procedures in Section B, *Facilities Usage Procedures and Policies*.
7. All permit reservations may not exceed the starting or ending times on permit. All parks close at 10pm, and all participants are expected to be off the property at 10pm. The City will carefully consider requests for light use beyond 10:00 p.m.; however, under no circumstances will reservations or activities extend beyond 11:00 p.m.
8. All facilities are closed on recognized City holidays.

## **USE PRIORITIES**

For the purpose of determining the priority of use and rental charges to be paid for the use of Community Services Department Facilities, a list of user groups is hereby established and is set forth in order of priority as follows:

### **CITY PROGRAMS**

1. **CITY PROGRAMS**: Programs organized, promoted and conducted by the City of Perris shall have priority over all other users.
2. **CITY CO-SPONSORED PROGRAMS**: Programs and activities offered through joint efforts and sponsorship of the City and an established non-profit community group or organization which generally meets the following description and/or requirements:
  - (a) The group must have by-laws which define the purpose of the organization. All financial records shall be available to the City at all times.
  - (b) Only such fees and charges that are approved through special agreement with the City shall be levied for the offering of co-sponsored activities and events for the purpose of co-sponsored groups and organizations.
  - (c) The group or activity must receive expressed written acceptance from the City Manager or designated representative in order to be considered co-sponsorship and is required to conform to the City's adopted co-sponsorship criteria.
  - (d) Co-sponsorship will be reviewed on a regular basis and no less than once per year. Co-sponsorship may be granted for a single event or ongoing use.

### 3. **GROUP I:**

City Of Perris based youth and adult sports and recreation group programs and activities offered through non-profit organizations having the following qualifications:

- (a) Letter of Determination from the Internal Revenue Service indicating that the organization is a recognized 501 (c)(3).
- (b) Proof of adult leadership, advisors and/or chaperones. (For youth activities only)
- (c) A majority of the participants must be seventeen (17) years of age or younger. (For youth activities only)
- (d) Shall not restrict persons from membership because of race, religion, sex, ethnic origin, social or economic status.

(e) Meets regularly and has definite organizational structure including but not limited to:

1. League By-Laws, which lists the time and place for quarterly meetings, election of officers, and appointment of two representatives to the City's Sports Commissioner committee.
2. Local league rules, officers and an annual Financial Statement.
3. List of current officers.
4. List of all participants (denote resident or non-City resident).
5. "Residential Preference Rule". During the registration period Perris residents are to be placed on teams first, and other vacancies may be filled by non-residents who must reside in the Perris High School and/or Val Verde School District areas, located in the County of Riverside, provided that all other registration and/or eligibility requirements are met. (applies to Youth leagues/organizations only)
6. The above documents are required to be filed with the Community Services Department.
7. Such documents will remain on file and updated annually or as needed.
8. If during usage of facilities the participating organizations By-Laws and/or local rules are not followed, the City reserves the right to suspend facility usage until the situation is corrected.

(f) Membership shall not be restricted by voting or any other procedures.

(g) Participants must be comprised of at least 90% City of Perris residents.

4. **CITY RESIDENTS**

(a) A discount will be applied only for the first reservation within the calendar year for each household/organization for select facilities.

5. **RECREATION PROJECTS:** Community recreational, training or education projects or programs.

6. **SPECIAL USE:** Educational programs or activities sponsored by a local School District with which the City has reciprocal facility use. Perris based religious groups holding a 501(c)(3) tax exempt status (for religious services), or other government agencies not shown in the priority list above. At the discretion of the City, special arrangements may be made with such agencies by joint use agreements or other special arrangements.

**GROUP II**

1. **NON-CITY RESIDENTS**

2. **LIMITED MEMBERSHIP GROUPS:** Which are restricted by voting or other procedures. Such as: Lodges, Fraternal Organizations, Unions, etc.

3. **PRIVATE USE (RECREATIONAL):** Including parties, recreations, banquets, etc.

4. **PRIVATE USE (NON-RECREATIONAL)**: Including weddings, church services, business meetings, etc.
5. **COMMERCIAL USE**: Use by individuals or groups for commercial or profit-making activities.

## **B. FACILITIES USAGE PROCEDURES AND POLICIES**

The following policies and procedures have been established for the usage of the City Community Services facilities in order to better serve the Community's needs.

### **USAGE PROCEDURES**

The following documents must be filled out in full and returned to the Community Services Department, **4 weeks for Recurring Use, or 15 days for non-recurring use,** prior to usage before a permit to use City Facilities will be issued:

1. Application Form: If usage is for schools or private leagues, a schedule, practice schedule, etc with dates and times must be included.
2. Certificate of Insurance. (See Policies Section 2 for clarification).
3. Clean-up deposit, and/or other fees or deposits as required. All applicable fees must be paid in advance or for recurring uses by monthly invoice. **Fees which are not paid by the 15<sup>th</sup> day of the month of usage, may result in such Permit being revoked subject to the discretion of the Community Services Department Director or his designee.**

When usage is approved, a permit will be issued to the applicant. Requests for changes in usage after a permit is issued must be made in writing to the Community Services Department and are subject to approval by the Community Services Director or his designee.

### **POLICIES**

1. Facilities are scheduled based on the Use Priorities Schedule, plus individual applicant needs (number of participants) and availability according to Facility Use Policy.
  - a. **Organizations may be permitted (except for City Sponsored programs) to reserve City Facilities for a one time six (6) month time period for the lifespan of the organization, no exceptions. Buildings are normally closed on all holidays as observed by the City, and permits will not be granted on those days.**
2. Applicants must supply a certificate of General Liability insurance with the City named as an "ADDITIONALLY INSURED" for all user groups conducting reserved or sporting event activities. 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. The City, its

officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.

3. Use of any City Facility by any youth organization shall require adult supervision at all times, at a minimum of one adult for each 20 youths.
4. Sportsmanlike conduct shall be observed by all participants, parents and organizers, at all times. Organizations are responsible for the conduct of their group.
5. Applicants agree to pay for all damage and/or loss of property, if any, which occur during the permitted usage period.
6. Applicants are responsible for returning City facilities in the same condition as it was received during the initial walk-through prior to the beginning of a permitted event. All trash must be picked up in the facility.
7. Security personnel as required by the Police Chief and/or City Manager or designated person, shall be arranged through a private security company and approved in advance by the Chief of Police, if applicable. When required, security must be present at the time applicant takes possession of the building and remain on duty until building is vacant.
8. No posters, bulletins, flyers or advertising signs are to be posted without first getting written authorization from Community Services Department.
9. No electrical, plumbing, painting or repair work of any kind is to be done without first getting written authorization from the City Manager or designated representative. This includes portable or permanent structures of any size or shape installed on City facilities.
10. Use of snack bars on City facilities will only be permitted on days the facilities are reserved unless other arrangements are made ahead of time **in writing** to Community Services Department. All food and drink is to be moved in and out as usage requires. Glass containers of any kind are not allowed. Snack Bar shall be thoroughly cleaned after each usage.
11. Alcoholic beverages of any kind are not permitted on city facilities. An alcohol license can be acquired for the Senior Center and Perris Green City Farm, for more information refer to the alcohol license policy.
12. The following applies to City Gymnasium:  
**NO SMOKING ALLOWED INSIDE OR WITHIN 20 FEET OF THE ENTRANCE/EXIT  
ALCOHOLIC BEVERAGES OF ANY KIND ARE NOT PERMITTED**
13. Gates and doors shall be locked, windows secured, and lights turned off after usage, if applicable.
14. Failure to observe the above rules could result in the suspension of the usage of the facility.
15. Failure to observe Policy #6 will result in the forfeiture of the clean-up deposit.

## ALCOHOL IN CITY FACILITIES

Each client wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in the City of Perris Senior Center, Perris Green City Farm, and Santa Fe Depot facilities:

- a) Alcoholic beverages may be consumed with a completed Policy & Agreement Application through the Community Services Department.
- b) A lessee must obtain a special event alcohol permit from the California Department of Alcoholic Beverage Control Department. In the event of a caterer, such company shall obtain a caterer's alcohol permit license from the California Department of Alcoholic Beverage Control Department.
- c) A City approved on-site security and contracted by the City shall be provided during the event at either the Santa Fe Depot, Perris Green City Farm, or Senior Center, [Perris Theatre parking lot, Bob Glass Gymnasium, Foss Field Park, or City Hall lawn area](#). A fee in the amount of \$30.00 an hour shall be paid at the time the rental agreement is executed to cover security fees. This fee shall cover the cost for security when alcoholic beverages are sold and/or provided during the event. Such fee shall not be waived.
- d) A City staffing fee of \$27.00 an hour shall be applied for events at the Senior Center, [Bob Glass Gymnasium](#), and Perris Green City Farm whenever alcohol will be sold or consumed at the facility. Such fee shall not be waived.
- e) It is illegal to serve alcoholic beverages to any person under the age twenty-one (21).
- f) Beverage serves and any security office have the right to refuse service/sale to anyone who appears to be intoxicated or under age 21.  
No alcoholic beverages may be taken outside of the building or garden by guests or participants
- g) [No alcoholic beverages may be taken outside of the designated areas by guests or participants.](#)

### Reservation Policy:

1. Alcohol is not permitted if the guest of honor is under 21 years of age.
2. Beer, white wine, and champagne are the only alcoholic beverages that can be served.
3. All alcohol must be served by a certified bartender and have an active license with ABC
4. Submitted at least 30 days prior to the event.
5. Reservation must pay cost for the city security staff.



6. Submit a contract between the caterer/vendor and the event organizer.
7. Have a copy of the Alcohol Liability Insurance.

**Payment of Rental Fees:**

<u>Amenity</u>	<u>Non-profit residents/Residents</u>	<u>Non-Residents</u>
Permit Deposit	\$200.00	\$200.00
Security	\$30.00/hr	\$30.00/hr
Alcohol Permit	\$20.00/hr	\$20.00/hr
Staff Fee	\$27.00/hr	\$27.00/hr

**General Limitations on Consumption of Alcoholic Beverages:**

1. Alcohol may only be served and consumed in clear plastic container within the banquet room, Santa Fe Depot, and Perris Green City Farm. Beverages are not permitted outside of the banquet room, Santa Fe Depot, and Perris Green City Farm.
2. Alcohol may only be served for a maximum of four (4) hours. Serving of alcohol must stop one (1) hour prior to the end of event.
3. No persons under the age of 21 will be permitted to serve or consume alcohol.
4. Alcohol sales, dispensing and consumption area(s) must be separated from the rest of the event. The areas shall be surrounded by a barricade no less than four (4) feet tall. The barricade shall be constructed in a manner that no person can pass under or over or through it except at established entry and exit points as designated on the approved site plan.
5. Have all entry and exit points into the alcohol sales, distributing and consumption area (s) staffed with age-appropriate volunteers or staff. These locations can be staffed by the individuals checking proper identification.
6. Serve all alcohol from its original container. When serving into another container, the container must be a readily identifiable container not more than sixteen (16) ounces in size and shall not bear a logo for a non-alcoholic beverage.

<b>PARKS AND FACILITIES</b>	
<b>Park</b>	<b>Address</b>
Banta Beatty Park	100 North D Street
Bob Long Memorial Park	590 East San Jacinto Avenue
Copper Creek Park	217 Citrus Avenue
El Nido Pocket Park	1617 El Nido Avenue
Foss Field Park	138 North Perris Blvd
Fletcher Park	200 East 4 <sup>th</sup> Street
Frank Eaton Memorial Park	3600 Bradley Road
Goetz Park	3020 Goetz Road
Howard Schlundt Park	150 East 4 <sup>th</sup> Street
Liberty Park	1040 Kestrel Gate
Linear Park	3560 Evans Road
May Ranch Park	3030 Poppy Court
May Ranch Pocket Park	3787 Hazel Drive
Mercado Park	925 South D Street
Metz Park	251 Metz Road
Monument Ranch Park	163 Monument Parkway
Morgan Street Park	600 East Morgan Street
Patriot Park Sports Complex	525 Murrieta Road
Paragon Park	264 Spectacular Bid
Paws Park	1265 Blazing Star Drive
Perris Green City Farm	101 North D Street
Rotary Park	1491 A Street
Russell Stewart Park	160 East 1 <sup>st</sup> Street
Skydive Baseball Park	415 Dale Street
<b>TRAILS</b>	
Perris Valley Trail	

<b>Facility</b>	<b>Address</b>
Bob Glass Gymnasium - Community Room - Kitchen -Gymnasium/Stage	101 North D Street
Perris Senior Center - Banquet Room - Kitchen - Pool Room - Nutrition Room	100 North D Street
Statler Youth Center	101 North D Street
Community Services Office	227 North D Street

**BOB GLASS GYMNASIUM FEES**

	Group (1)	Group (2)
	Local Non-Profits	Non-Profit agencies
	Public Agencies	Non-residents
	City Residents	Commercial Users

**Note: Group (1) will receive a discount for the first reservation within the calendar year.**

**GYMNASIUM**

Hourly fee	\$100	\$200
Cleaning/damage deposit (refundable)	\$250	\$250
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$100	\$100

**COMMUNITY ROOM**

Hourly fee	1 <sup>st</sup> \$30    2 <sup>nd</sup> \$50	\$125
Cleaning/damage deposit (refundable)	\$100	\$150
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$100	\$100

**COMMUNITY ROOM + KITCHEN**

Hourly fee	1 <sup>st</sup> \$100    2 <sup>nd</sup> \$125	\$175
Cleaning/damage deposit (refundable)	\$125	\$150
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$100	\$100

**GYM + COMMUNITY ROOM + KITCHEN**

Hourly fee	1 <sup>st</sup> \$200    2 <sup>nd</sup> \$250	\$350
Cleaning/damage deposit (refundable)	\$350	\$350
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$125	\$125

**PERRIS SENIOR CENTER FEES**

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

**BANQUET ROOM**

Hourly fee	1 <sup>st</sup> \$30    2 <sup>nd</sup> \$50	\$125
Cleaning/damage deposit (refundable)	\$100	\$150
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$100	\$100

**BANQUET ROOM + KITCHEN**

Hourly fee	\$150	\$250
Cleaning/damage deposit (refundable)	\$250	\$350
Staff hourly fee	\$27	\$27
Set-up / breakdown fee	\$125	\$125

**SPECIAL EVENT/USE FEES**

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

**Note: Garden reservations also require portable toilets. Tables and Chaires not included**

**PERRIS GREEN CITY FARM**

Hourly fee (No alcohol license)	\$150	\$250
Hourly fee (With alcohol license)	\$250	\$350
Cleaning/damage deposit (refundable)	\$250	\$350
Staff hourly fee	\$27	\$27

**SPECIAL EVENTS – Maximum 200 people**

Special event rental (8 Hour Maximum)	\$400	\$600
Cleaning/damage deposit	\$500	\$750
Staff hourly fee	\$35	\$35

## SPORTS FIELD AND PARK RENTAL FEES

	Group (1)	Group (2)
	Local Non-Profits Public Agencies City Residents	Non-Profit agencies Non-residents Commercial Users

### SOCCKER/BASEBALL/FOOTBALL FIELDS

Youth Sports Leagues (Lights Not Included)	\$3 hour/per field	\$15 hour/per field
Adult Sports Leagues (Lights Not Included)	\$15 hour/ per field	\$30 hour/ per field
Field Lights	\$10 hour/ per field	\$50 hour/per field
Equipment Deposit*	\$250	\$150 per score board
League Deposit Per Season*	\$500	\$750
Snack Bar Deposit*	\$250	\$500
Key Deposit*	\$25 per key	\$25 per key
Staff Call-out (per hour, minimum of 2 hours)	\$27	\$27
Special events/tournaments (no lights)***	\$200 day/ per field	\$400 day/ per field
Special events/tournaments field lights	\$25 per hour/per field	\$25 per hour/ per field
Special Event Deposit*	\$250 Per Field	\$350 Per Field

### SYNTHETIC FIELDS

Youth Sports Leagues	\$35	\$80
Adult Sports Leagues	\$40	\$90
Special events/tournaments (no field lights)	\$400 per day***	\$700 day***
Special events/tournaments field lights	\$25 hour per field	\$25 hour per field
Clean up deposit*	\$500	\$1000
Staff Fee (per hour, minimum of 2 hours)	\$27	\$27
For Special Events/Tournaments		

### PARK PAVILIONS

Standard Shelter Reservation fee**	\$5 per hour	\$7 per hour
Group Shelter Reservation Fee****	\$10 per hour	\$12 per hour

\*Equipment, league, clean up, snack bar, and key deposits are refundable.

\*\* A permit to reserve a park pavilion will not be issued until all fees are paid. 3-hour minimum rental.

\*\*\* 8 Hours Maximum

\*\*\*\* Shelter spaces with more than 2 picnic tables

## PARK USAGE PROCEDURE

The City of Perris welcomes the use of parks and sports fields by local youth and adult sports organizations and is interested in developing relationships with these groups. The City of Perris policies are designed to create fairness in the allocation of fields and are based on the accurate provision of information given by each organization. Although the City of Perris may check to verify accuracy, all organizations are expected to verify to the best of their ability the residency requirements in good faith. If any information is found to be inaccurate or overstated, the City of Perris has the authority to rescind its original agreement and re-issue field use so that it best meets the needs of the city.

The following documentation must be completed and returned to the Community Services Department office, **4 weeks** prior to the requested date:

1. Facilities Use Application Form.
2. Certificate of Insurance with the City named as “ADDITIONALLY INSURED”.
  - a. **Applicants must supply a certificate of General Liability insurance with the City named as an “ADDITIONALLY INSURED” for all user groups conducting reserved or sporting event activities. 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. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds for liability arising out of the use of a park or facility by the applicant.**
  - b. Names of officers, term limits, addresses, and phone numbers.
  - c. Board of Directors and general member meeting dates, time, and locations.
  - d. The most current member roster with addresses and phone numbers.
  - e. A copy of organizations by-laws and Articles of Incorporation.
  - f. Acceptable proof of non-profit status. Example: 501(c)(3)
  - g. Acceptable proof of national governing body affiliation
  - h. **The City of Perris reserves the right to deny any group use of the fields without cause.**
3. All applicable fees, if any, must be paid one (1) week prior to the requested use.

When usage is approved and all requirements fulfilled, a permit will be issued to the applicant. Changes in usage after permit is issued must be submitted in writing to the Community Services Department as soon as possible. Adjustments to fees will not be made if the changes are not reported in a timely manner.

## YOUTH/ADULT SPORTS AFFILIATE POLICY

### AFFILIATE GROUPS DEFINED

Community non-profit organizations obtaining Affiliate Status in the City of Perris are considered independent of the City of Perris. Decisions regarding group's functions and activities are the sole responsibility of each organization. The City of Perris assumes no jurisdiction over the administration, operation, and planning of groups activities. The City of Perris expects each organization to conduct business in a professional manner. This includes posting meetings notices, making meeting minutes and financial statement reports to members, and keeping members informed on board decisions.

1. All user groups must have an affiliation with a national governing body. That national body must have governance over the association. This includes requirements to submit rosters of their Board of Directors, financial reports, association constitutions, and the organization by laws.
2. The City of Perris will manage the athletic fields to ensure NO duplication of services. For example: Little League Baseball has rules that require that everyone must play (i.e. recreation) whereas Travel Club Baseball has no minimum play rule (i.e. competitive); thus these two organizations are similar activities but have different goals. There will be no more than 2 organizations of the same sport to ensure equity.
3. The Community Services Department sees the benefit of serving those people that live inside the City's boundaries. Therefore, 90% of youth and adult participants must have City of Perris mailing addresses.
4. The affiliate recreational organizations must provide recreation programs which complement existing programs of the City of Perris Community Services Department and other affiliates.
5. Violation of policies, rules, or regulations or the deliberate inclusion of misleading or misstated information on an application form can result in forfeiture of a deposit, forfeiture of fees paid and/or the suspension or cancellation of all facility use privileges by an individual or group. Violations will result in the following:
  - i. First violation, 25% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
  - ii. Second violation, 50% of the deposit will be deducted. Field use will not be permitted until deposit balance is replenished.
  - iii. Third violation, 100% of the deposit will be deducted. Field use will not be permitted until the full deposit is replenished at a formal meeting between the City and the user. Additional penalties may be imposed.

### FIELD USAGE/HOURS

1. All permit reservations may not exceed the starting or ending times on permit. All parks close at 10:00PM, and all participants are expected to be off the property at 10:00PM. The City will carefully consider requests for light use beyond 10:00PM; however, under no circumstances will reservations or activities extend beyond 11:00PM
2. It is the responsibility of all organizations to leave the fields permitted clean and orderly. All decoration, trash and debris must be placed in the provided receptacles.
3. All organizations must have their approved permit at all times or field usage maybe terminated by park staff.
4. To keep the City of Perris fields in good playing condition as well as to protect the public, generally no team will be allowed to practice or play games on City of Perris field during and/or for a period of 24 hours following rain. If after 24 hours, the fields are still in a wet and/or muddy condition, groups will not be allowed to practice or play games until the fields are in acceptable playable conditions. It is mandatory for users to call the office for field usage approval after a rain event.
5. Users will be charged for all costs incurred by the City of Perris for repair to the turf and/or irrigation systems due to failure to comply with the rain policy. Repairs costs are based on actual expenses and normal City overhead. Failure to comply with the rain policy may also result in the termination of the users' permit.
6. The organization president/commissioner is responsible to contact the Community Services Department for field reports. Reports are available Monday-Friday after 3:00PM and includes weekend conditions. Good judgment by youth and adult coaches should be used on weekend play during inclement weather.
7. User of lighted athletic fields, upon approval, will be given access to turn on and shut off field lights on approved dates. Users must turn off lights immediately after use and shall not depend on the automatic timer. Failure to turn off lights after use will receive a violation notification and loose a portion of their deposit. The City may deny use of lighted facilities to any user that leaves the ballfield lights on.

### SEASONS

<u>Usage</u>	<u>Fall/Winter</u>	<u>Spring/Summer</u>
Opening Date	August 1	February 1
Closing Date	December 15	June 15
Primary User (in-season sport)	Football/Soccer	Baseball/Softball
Secondary User	Baseball/Softball	Football/Soccer

Note: *These dates are subject to change to accommodate for park maintenance.*



## PICNIC SHELTER USAGE PROCEDURE

The City of Perris encourages the community to utilize the picnic shelters and gazebos areas. Picnic shelter reservations are for the picnic area only and does not include any amenities on the park site. The shelters are reserved on a first-come, first served basis, with priority given to City of Perris residents. The City will not issue permitted shelter reservations on observed holidays. All reservation requests and fees must be submitted no less than 15 working days prior to the intended use date. All persons reserving the shelters must abide to the following:

1. No person or group shall make or kindle a fire, use propane stoves, or cook any meal except in stoves or facilities specifically provided for such purpose. Only the site charcoal stoves/barbeques in designated areas are authorized and must be attended at all times.
2. Parks are open from 6:00AM to 10:00PM, the reserved shelter must be cleaned and vacated by 10:00PM.
3. Bounce houses and game/entertainment trucks must be approved 15 days prior to the reservation date and must have insurance, with the City of Perris as additionally insured. Water slides and water feature equipment is not permitted on park facilities.
4. No food trucks or vendors of any kind are permitted for shelter rentals.
5. Littering, tagging, graffiti, polluting, and dumping are prohibited. All trash and debris must be disposed of in the designated receptacles.
6. No vehicles are allowed on the grass or pathways.
7. City reserves the right to cancel or reject any reservation.
8. Park users shall not produce loud and unreasonable noise including playing music, using amplifications equipment, or playing musical instruments which disturbs, injures or endangers the health or peace of others.



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Annexation of DPR 21-00001 to the City's Maintenance Districts  
 Owner(s): First Industrial, L.P.  
 APN(s): 300-170-008, located on Wilson Avenue  
 Project: DPR 21-00001- Industrial Building

**REQUESTED ACTION:** Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of DPR 21-00001 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2022-2023 Assessment

**CONTACT:** John Pourkazemi, Interim City Engineer

**BACKGROUND/DISCUSSION:** DPR 21-00001 is a construction of a 154,633 square foot industrial building on 9.96 acres. Project is located on Wilson Ave, South of Rider Street, located within the Perris Valley Commerce Center Specific Plan (See attached Boundary Map).

On February 28, 2023, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for April 25, 2023.

**BUDGET (or FISCAL) IMPACT:** The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for CPI, plus energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$425.78
Landscape Maintenance District (Parkways)	3,587.24
Flood Control Maintenance District No. 1	626.75
Total Maximum Annual Assessment	\$4,639.77

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Location Map
2. Resolution Ordering the Annexation of DPR 21-00001 to MD 84-1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
3. Resolution Ordering the Annexation of DPR 21-00001 to LMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.
4. Resolution Ordering the Annexation of DPR 21-00001 to FCMD 1, Giving Final Approval to the Engineer's Report, and the Levying of the 2022-2023 Assessments.

**Consent:**

Public Hearing:  x

Business Item:

Presentation:

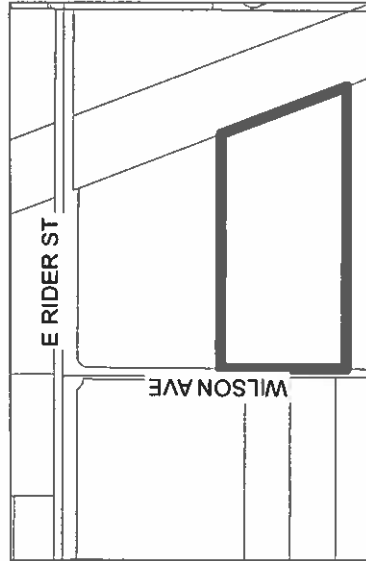
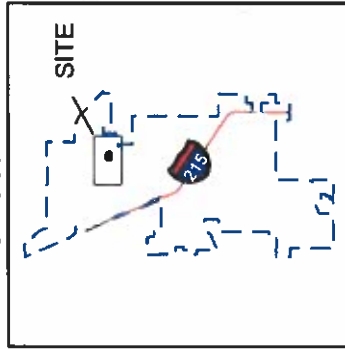
Other:

# Attachment No. 1

Location Map

**ANNEXATION OF DPR 21-00001 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

**VICINITY MAP**  
NOT TO SCALE



Owner: First Industrial, L.P.

MD 84-1

Three (3) future streetlights

LMD 1

Landscaping, irrigation, and appurtenances to be maintained are the parkways along Wilson Avenue along the frontage of DPR 21-00001.

FCMD 1

An outlet and appurtenances located within the public right-of-way  
Contributes 50% for the maintenance of the existing facilities (Perris Valley Line AC)

Facility	Maximum Annual Assessment <sup>(1)</sup>
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Street lights & Traffic Signals	\$425.78
Landscaped Parkways	3,587.24
Flood Control Facilities	626.75

<b>Total Maximum Annual Assessment</b>	<b>\$4,639.77</b>
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<sup>(1)</sup> Maximum Annual Assessment for Fiscal Year 2022-23 is subject to an annual inflator based on CPI and/or utility rate increases.



## **Attachment No. 2**

**Annexation Resolution for MD 84-1**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022/2023**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 28th day of February 2023, adopt its Resolution of Intention Number 6129 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 6129 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6129, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6129, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 25th day of April, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

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City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

# **Attachment No. 3**

**Annexation Resolution for LMD No. 1**

**RESOLUTION NUMBER XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO BENEFIT ZONE 169, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023**

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 28th day of February 2023, adopt its Resolution of Intention Number 6132 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the “District”), which Resolution of Intention Number 6132 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6132, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6132, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

**Section 5.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 25th day of April, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar

## **Attachment No. 4**

**Annexation Resolution for FCMD No. 1**

**RESOLUTION NUMBER XXXX**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 21-00001 TO BENEFIT ZONE 134, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2022-2023***

**WHEREAS**, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 28th day of February 2023, adopt its Resolution of Intention Number 6147 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

**WHEREAS**, after the adoption of Resolution Number 6147, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

**WHEREAS**, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6147, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

**WHEREAS**, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

**WHEREAS**, said City Council has determined that a majority protest does not exist.

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

**Section 1.** That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6147, be done and made.

**Section 2.** Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

**Section 3.** That the report filed by the Engineer is hereby finally approved; and

**Section 4.** Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2022-2023 are hereby levied.

**ADOPTED, SIGNED and APPROVED** this 25th day of April, 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar



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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April, 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

City Clerk, Nancy Salazar



11.B.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 55  
Owner(s): First Industrial, L.P.  
APN(s): 300-170-008, located on Wilson Avenue  
Project: DPR 21-00001- Industrial Building

### REQUESTED ACTION:

1. Open a public hearing on Annexation No. 55 to CFD 2001-3 and determine if there are any protests to the Annexation.
2. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 55 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 55.
3. Conduct the Special Election relating to Annexation No. 55.
4. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 55, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

**CONTACT:** Matthew Schenk, Director of Finance

---

### BACKGROUND/DISCUSSION:

DPR 21-00001 is a construction of a 154,633 square foot industrial building on 9.96 acres. Project is located on Wilson Ave, South of Rider Street, located within the Perris Valley Commerce Center Specific Plan (See attached Boundary Map).

At its meeting on February 28, 2023, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the "District"), adopted Resolution No. 6133 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to April 25, 2023 as the date for conducting the hearing in connection with the annexation of territory

to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

---

**BUDGET (or FISCAL) IMPACT:** The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

---

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Boundary Map
2. Resolution calling for special election
3. Resolution declaring results of election

**Consent:**

Public Hearing: x

Business Item:

Presentation:

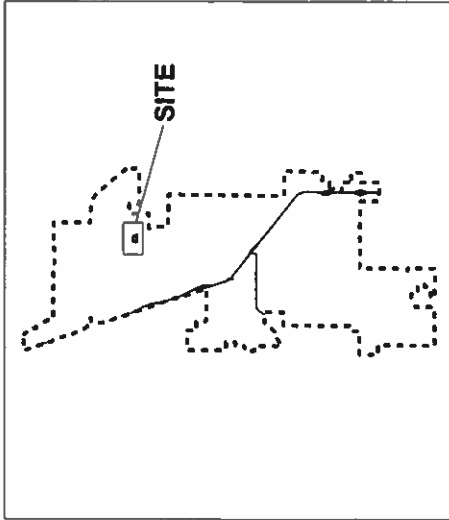
Other:

**ATTACHMENT 1**

**BOUNDARY MAP**

# ANNEXATION MAP NO. 55 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

VICINITY MAP



CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	300-170-008

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

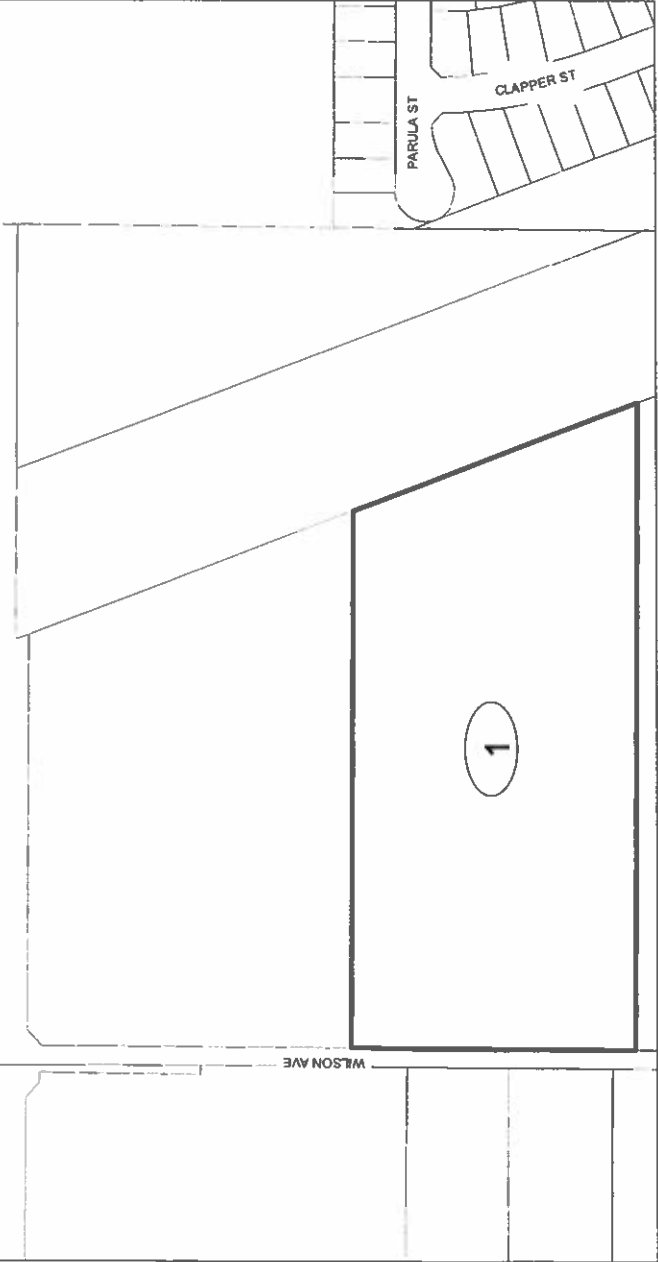
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 55 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ AT THE HOUR OF \_\_\_\_\_ O'CLOCK \_\_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

RIDGER ST



**Legend**

- 1 MAP REFERENCE NUMBER
- ⋯ CITY OF PERRIS BOUNDARY



27369 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 597-3500

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 19, 2001 IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

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 GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

**ATTACHMENT 2**

**RESOLUTION CALLING FOR SPECIAL  
ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 55 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 55**

**WHEREAS**, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), on February 28, 2023, has heretofore adopted its Resolution No. 6133 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

**WHEREAS**, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

**WHEREAS**, the Resolution of Intention set April 25, 2023 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

**WHEREAS**, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

**WHEREAS**, the public hearing was held on April 25, 2023; and

**WHEREAS**, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

**WHEREAS**, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

**WHEREAS**, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

**WHEREAS**, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the April 25, 2023 public hearing; and

**WHEREAS**, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

**Section 1.** That the above recitals are all true and correct.

**Section 2.** Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

**Section 3.** The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

**Section 4.** The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 55 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 55 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 90, Page 73 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0068459).



**Section 5.** The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 55.

**Section 6.** Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

**Section 7.** The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit “A.” Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

**Section 8.** Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 55 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

**Section 9.** The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on April 25, 2023.

**Section 10.** It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 55 during each of the ninety (90)

days preceding the closing of the April 25, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 55 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on April 25, 2023, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

**Section 11.** If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

**Section 12.** If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

**Section 13.** In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

**Section 14.** The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

**Section 15.** An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

**Section 16.** The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk

following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

**Section 17.** The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

**Section 18.** The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

**Section 19.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 20.** The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

**Section 21.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED, SIGNED** and **APPROVED** this 25th day of April 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April 2023, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

**Exhibit A**

**CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2001-3  
NORTH PERRIS PUBLIC SAFETY**

**SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

**A. BASIS OF SPECIAL TAX LEVY**

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

**B. DEFINITIONS**

**Act** means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

**Administrative Expenses** means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

**Annual Cost(s)** means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

**Annual Tax Escalation Factor** means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

**Base Year** means Fiscal Year ending June 30, 2006.

**CFD No. 2001-3** means the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris.

**City** means the City of Perris, California.

**Council** means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

*RESOLUTION NUMBER XXXX*

**County** means the County of Riverside, California.

**Developed Parcel** means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

**District** means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

**Exempt Parcel** means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

**Finance Director** means the Finance Director for the City of Perris or his or her designee.

**Fiscal Year** means the period starting July 1 and ending the following June 30.

**Maximum Special Tax** means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

**Maximum Special Tax Rate** means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

**Maximum Special Tax Revenue** means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

**Multi-Family Unit** means each multi-family attached residential unit located on a Developed Parcel.

**Non-Residential Acres** means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

**Non-Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

**Parcel** means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

**Police & Fire Protection Program** means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

**Residential Parcel** means a Developed Parcel for which a building permit(s) was issued for residential use.

**Single-Family Unit** means a Developed Parcel used for single-family detached residential development.

**Special Tax(es)** means any tax levy under the Act in CFD No. 2001-3.

**Taxable Property** means every Residential Parcel and Non-Residential Parcel.

**Zone A** means property designated as Zone A.

**C. DURATION OF THE SPECIAL TAX**

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

**D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES**

**1. Classification of Parcels**

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

**2. Maximum Special Tax Rates**

**TABLE 1**  
**Maximum Special Tax Rate for Developed Property in**  
**Community Facilities District No. 2001-3**  
**Fiscal Year 2005/06**

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increase in accordance with the Annual Tax Escalation Factor.



*RESOLUTION NUMBER XXXX*

**E. SETTING THE ANNUAL SPECIAL TAX LEVY**

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section B.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

**F. ADMINISTRATIVE CHANGES AND APPEALS**

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

**G. MANNER OF COLLECTION**

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

**Exhibit B**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC  
SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 55**

**TYPES OF SERVICES TO BE FINANCED**

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

**Exhibit C**

**OFFICIAL BALLOT**

**TO BE OPENED ONLY BY THE CANVASSING BOARD**

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)**

**OF THE CITY OF PERRIS, ANNEXATION NO. 55**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**April 25, 2023**

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **First Industrial, L.P.**, as owner or authorized representative of such sole owner of 9.69 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55 (the "Property") and represents 10 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

<p><b>PROPOSITION A:</b> Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on April 25, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-2023 is \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?</p>	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>
--	--

Number of votes: 10

Property Owner: **First Industrial, L.P**

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

**ATTACHMENT 3**

**RESOLUTION DECLARING RESULTS OF  
ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 55 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 55 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

**WHEREAS**, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on April 25, 2023 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 55" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6133 adopted on February 28, 2023 (the "Resolution of Intention"); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on April 25, 2023 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

**WHEREAS**, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on April 25, 2023; and

**WHEREAS**, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

**Section 1.** That the above recitals are all true and correct.

**Section 2.** The canvass of the votes cast in the Property to be annexed to the District at the special election held on April 25, 2023, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

**Section 3.** Proposition A presented to the qualified electors of the Property for receipt by the Election Official on April 25, 2023, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

**Section 4.** The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

**Section 5.** The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

**Section 6.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 7.** The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon its adoption.

**Section 9.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED and APPROVED** this 25th day of April 2023.

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

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

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April 2023, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 55**

**CERTIFICATE OF THE ELECTION OFFICIAL  
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on April 25, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 55

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 25th day of April 2023.

CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 2001-3 (NORTH  
PERRIS PUBLIC SAFETY) OF THE CITY OF  
PERRIS

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

City Clerk, Nancy Salazar



**COMMUNITY FACILITIES DISTRICT NO. 2001-3  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 55**

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	Qualified Landowner Votes	Total Votes Cast	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55, Special Election, April 25, 2023	10	_____	_____	_____

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on April 25, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 55 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-2023 is \$371.48 per Single-Family Residential Unit, \$74.29 per Multi-Family Residential Unit and \$1,485.95 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Annexation of parcels into CFD 2018-02 (Public Services District)  
– Annexation No. 18  
Owner(s): First Industrial, L.P.  
APN(s): 300-170-008, located on Wilson Avenue  
Project: DPR 21-00001- Industrial Building

**REQUESTED ACTION:**

1. Open a public hearing on Annexation No. 18 to Community Facilities District No. 2018-02 (Public Services District) and determine if there are any protests to the Annexation.
2. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 18 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 18.
3. Conduct the Special Election relating to Annexation No. 18.
4. Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 18, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

**CONTACT:** Matthew Schenk, Director of Finance

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**BACKGROUND/DISCUSSION:**

DPR 21-00001 is a construction of a 154,633 square foot industrial building on 9.96 acres. Project is located on Wilson Ave, South of Rider Street, located within the Perris Valley Commerce Center Specific Plan (See attached Boundary Map).

At its meeting on February 28, 2023, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District 2018-02 (Public Services District) (the "District"), adopted Resolution No. 6134 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to April 25, 2023 as the date for conducting the hearing in connection with the annexation of territory to the

District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

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**BUDGET (or FISCAL) IMPACT:**

The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

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Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

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

**Attachments:**

1. Boundary Map
2. Resolution Calling for Special Election
3. Resolution Declaring Results of Election

Consent:

Public Hearing: x

Business Item:

Presentation:

Other:

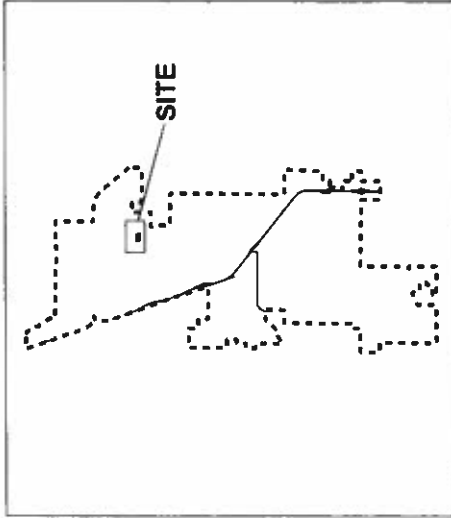
**ATTACHMENT 1**

**BOUNDARY MAP**

# ANNEXATION MAP NO. 18 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

VICINITY MAP



<b>MAP REFERENCE NUMBER</b>	<b>ASSESSOR'S PARCEL NUMBER</b>
1	300-170-008

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

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 18 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), 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 THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF PERRIS

FILED THIS \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS (AT PAGE(S) \_\_\_\_\_) IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

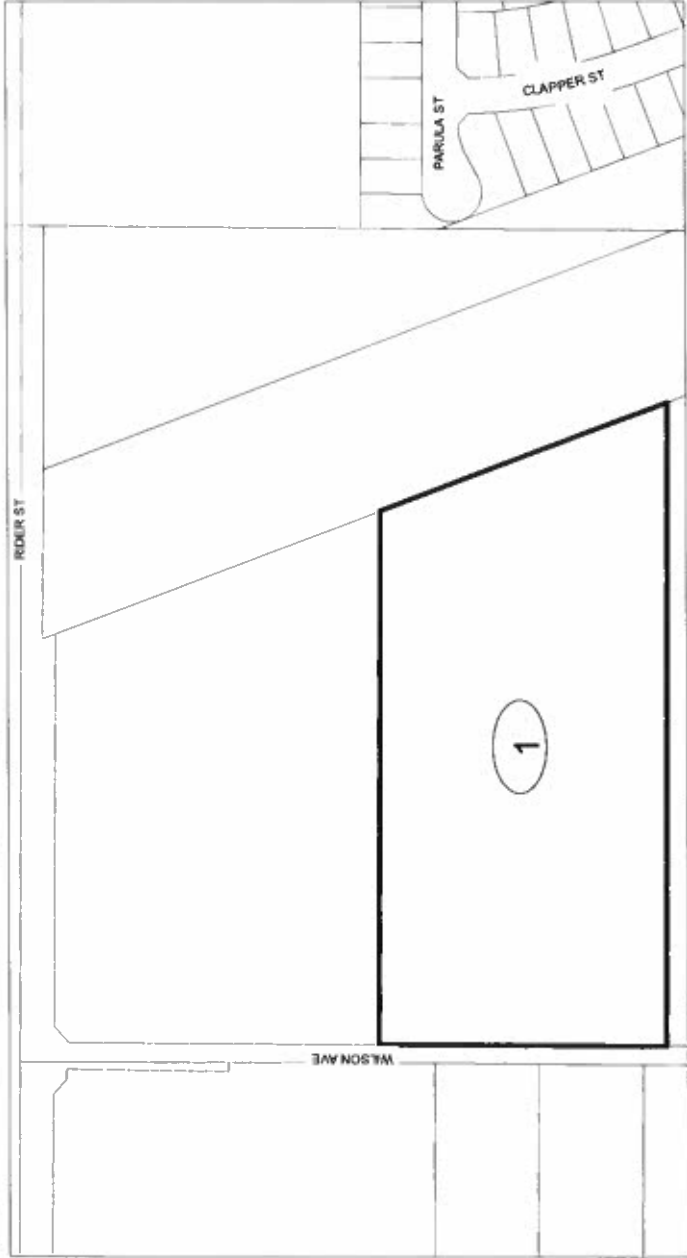
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY DEPUTY  
COUNTY RECORDER  
COUNTY OF RIVERSIDE  
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 23, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421846.

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 GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



**Legend**

- ① MAP REFERENCE NUMBER
- ⋯ CITY OF PERRIS BOUNDARY



27568 VIA INDUSTRIA, SUITE #200  
TEMECULA, CA 92590  
(951) 967-5500

**ATTACHMENT 2**

**RESOLUTION CALLING FOR SPECIAL  
ELECTION**

**RESOLUTION NO. XXXX**

***A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 18 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 18***

**WHEREAS**, the City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the “District”), on February 28, 2023, has heretofore adopted its Resolution No. 6134 (the “Resolution of Intention”) stating its intention to annex certain territory (the “Property”) as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the “Act”) being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

**WHEREAS**, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

**WHEREAS**, the Resolution of Intention set April 25, 2023 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

**WHEREAS**, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

**WHEREAS**, the public hearing was held on April 25, 2023; and

**WHEREAS**, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

(Continued)

**WHEREAS**, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

**WHEREAS**, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

**WHEREAS**, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the April 25, 2023 public hearing; and

**WHEREAS**, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

**Section 1.** That the above recitals are all true and correct.

**Section 2.** Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

**Section 3.** The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

**Section 4.** The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 18 to Community Facilities District No. 2018-02, (Public Services District)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 18 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 90, Page 74 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2023-0068460).



**Section 5.** The Council finds that the services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the “Services”) shall incorporate and have the meaning given to the term “services” in section 53313 of the Mello-Roos Community Facilities Act of 1982, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 18.

**Section 6.** Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

**Section 7.** The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2018-02 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2018-02, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. Upon recordation of a notice of special tax lien pursuant to Streets and Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

**Section 8.** Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 18 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

**Section 9.** The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on April 25, 2023.

**Section 10.** It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 18 during each of the ninety (90) days preceding the closing of the April 25, 2023 public hearing regarding the levy of the special tax on the territory within Annexation No. 18 and establishing an appropriations limit therein and,

pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on April 25, 2023, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

**Section 11.** If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

**Section 12.** If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

**Section 13.** In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

**Section 14.** The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

**Section 15.** An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

**Section 16.** The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

**Section 17.** The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North “D” Street, Perris, California 92570.

**Section 18.** The Office of the City Manager, 101 North “D” Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor’s parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

**Section 19.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
- B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.
- D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 20.** The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

**Section 21.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED, SIGNED and APPROVED** this 25th day of April 2023.

---

Mayor, Michael M. Vargas

ATTEST:

---

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April 2023, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

**Exhibit A****CITY OF PERRIS  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(PUBLIC SERVICES DISTRICT)****SPECIAL TAX RATE AND METHOD OF APPORTIONMENT**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

**A. DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**"Assessor's Parcel"** or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

**"Assessor's Parcel Map"** means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

**"Authorized Services"** means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-

02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

**“Building Permit”** means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

**“CFD Administrator”** means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“CFD No. 2018-02”** means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

**“City”** means the City of Perris, California.

**“City Council”** means the City Council of the City.

**“Consumer Price Index”** means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted” index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

**“County”** means the County of Riverside.

**“Developed Property”** means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Floor Area”** means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor’s Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or to the appropriate records kept by the City’s Building Division, as reasonably determined by the CFD Administrator.

**“Industrial Zone(s)”** means zoning designation identified in the Chapter 19.44 of the City’s Zoning Ordinance (as amended by the City from time to time).

**“Maximum Special Tax”** means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

**“Non-Residential Property”** means any and each Assessor’s Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

**“Property Owner Association Property”** means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

**“Proportionately”** means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Taxable Property.

**“Public Property”** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Resolution of Formation”** means the resolution forming CFD No. 2018-02.

**“Special Tax”** or **“Special Taxes”** means the special tax or special taxes to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement.

**“Special Tax Requirement”** means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

**“State”** means the State of California.



**“Taxable Property”** means an Assessor’s Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

**“Non-Taxable Property”** means, for each Fiscal Year, all property not classified as Taxable Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor’s Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Taxable Property**

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

**TABLE 1**

**Maximum Special Taxes  
For Fiscal Year 2018-19  
Community Facilities District No. 2018-02**

<b>Land Use Class</b>	<b>Land Use</b>	<b>Fiscal Year 2018-2019 Maximum Special Tax</b>
1	Taxable Property	\$18.47 per Thousand Square Feet of Floor Area

b. Multiple Land Use Classes

In some instances, an Assessor’s Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor’s Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor’s Parcel.

c. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

**2. Non-Taxable Property**

No Special Taxes shall be levied on Non-Taxable Property.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the City Council shall levy the annual Special Tax Proportionately for each Assessor’s Parcel of Taxable Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

**E. EXEMPTIONS**

No Special Tax shall be levied on Non-Taxable Property, Property Owner Association Property, or Public Property. However, should an Assessor’s Parcel no longer be classified as Non-Taxable Property, Property Owner Association Property, or Public Property, such Assessor’s Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

**G. MANNER OF COLLECTION**

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to meet its financial obligations for CFD No. 2018-02, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed and included in Exhibit A.

**I. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

**Exhibit B**

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18**

**DESCRIPTION OF AUTHORIZED SERVICES**

**Authorized Services**

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

**Additional Authorized Expenses**

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

- (a) Public Street Lighting.
- (b) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities.
- (c) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.
- (d) Any amounts needed for operating reserves and capital reserves.
- (e) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.
- (f) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

**Exhibit C**

**OFFICIAL BALLOT**

**TO BE OPENED ONLY BY THE CANVASSING BOARD**

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**April 25, 2023**

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **First Industrial, L.P.**, as owner or authorized representative of such sole owner of 9.69 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 (the "Property") and represents 10 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on April 25, 2023 and the

YES

NO

(Continued)

Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-23 is \$21.060 per 1,000 square foot of building floor area?

Number of votes: **10**  
Property Owner: **First Industrial, L.P**  
By: \_\_\_\_\_

## **Exhibit B**

### **COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, ANNEXATION NO. 18**

#### **DESCRIPTION OF AUTHORIZED SERVICES**

##### **Authorized Services**

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

##### **Additional Authorized Expenses**

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

- (a) Public Street Lighting.
- (b) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities.
- (c) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.
- (d) Any amounts needed for operating reserves and capital reserves.
- (e) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.
- (f) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.



**Exhibit C**

**OFFICIAL BALLOT**

**TO BE OPENED ONLY BY THE CANVASSING BOARD**

**COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18**

**SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION**

**April 25, 2023**

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **First Industrial, L.P.**, as owner or authorized representative of such sole owner of 9.69 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 (the "Property") and represents **10** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on April 25, 2023 and the

YES

NO

(Continued)

Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-23 is \$21.060 per 1,000 square foot of building floor area?

Number of votes: **10**  
Property Owner: **First Industrial, L.P**  
By: \_\_\_\_\_

**ATTACHMENT 3**

**RESOLUTION DECLARING RESULTS OF  
ELECTION**

**RESOLUTION NO. XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 18 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 18 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN**

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), does hereby resolve as follows:

**WHEREAS**, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on April 25, 2023 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "ANNEXATION NO. 18" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6134 adopted on February 28, 2023 (the "Resolution of Intention"); and

**WHEREAS**, the landowners of record within the Property as of the close of the public hearing held on April 25, 2023 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

**WHEREAS**, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on April 25, 2023; and

**WHEREAS**, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

**Section 1.** That the above recitals are all true and correct. **Section 2.** The canvass of the votes cast in the Property to be annexed to the District at the special election held on April 25, 2023, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

**Section 3.** Proposition A presented to the qualified electors of the Property for receipt by the Election Official on April 25, 2023, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

**Section 4.** The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

**Section 5.** The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

**Section 6.** Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

**Section 7.** The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon its adoption.

**Section 9.** The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED** and **APPROVED** this 25th day of April 2023.

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

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

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of April 2023, by the following called vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

**Exhibit A**

**COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18**

**CERTIFICATE OF THE ELECTION OFFICIAL  
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on April 25, 2023, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 25th day of April 2023.

CITY OF PERRIS, CALIFORNIA, acting as the  
LEGISLATIVE BODY OF THE COMMUNITY  
FACILITIES DISTRICT NO. 2018-02 (PUBLIC  
SERVICES DISTRICT) OF THE CITY OF PERRIS

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

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(NORTH PERRIS PUBLIC SAFETY)  
OF THE CITY OF PERRIS, ANNEXATION NO. 18**

**STATEMENT OF ALL VOTES CAST  
SPECIAL TAX ELECTION**

	<u>Qualified Landowner Votes</u>	<u>Total Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18, Special Election, April 25, 2023	10	_____	_____	_____

**PROPOSITION A:** Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, to reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on April 25, 2023 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 18 pursuant to Article XIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually,



*RESOLUTION NUMBER XXXX*

as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2022-23 is \$21.060 per 1,000 square foot of building floor area?



11.D.

# CITY OF PERRIS

## CITY COUNCIL AGENDA SUBMITTAL

- MEETING DATE:** April 25, 2023
- SUBJECT:** Specific Plan Amendment (SPA) 21-05125 – A proposed Specific Plan Amendment to update the Green Valley Specific Plan for consistency with the Perris Valley Airport Land Use Compatibility Plan. Applicant: Matthew Villalobos, Raintree Investment Corporation.
- REQUESTED ACTION:** Adoption of Resolution Number (*next in order*) to adopt the Addendum to the Final Environmental Impact Report for the Green Valley Specific Plan; and
- Introduce First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment 21-05125 and making findings of support thereof.
- CONTACT:** Kenneth Phung, Director of Development Services
- 

### BACKGROUND/ PROJECT DESCRIPTION:

On April 5, 2023, the Planning Commission voted 4-0 (1 absent) to recommend approval to the City Council of the Green Valley Specific Plan (GVSP) Amendment Number 2. The GVSP amendment will assist in helping to facilitate the development of a proposed commercial shopping center and a 111-unit residential development located at the northeast corner of Ethanac and Goetz Roads and to shift the residential density to the easterly side of Murrieta Road to recover the loss of residential density associated with rezoning land to open space along the runway of the Perris Valley Airport Land Use Compatibility Plan (ALUCP) with a prior Specific Plan amendment to be in compliance with Senate Bill 330 (i.e., no net loss of residential density Housing Crisis Act of 2019).

The update to the Specific Plan consists of the following three specific areas:

- **Land Use Map Update:** Update the Land Use map to 1) redesignate Planning Areas (PA) 6 and 22 from Single Family Residential Zones to Open Space Zone for consistency with the Perris Valley ALUCP); 2) redesignate PAs 29, 31, 32, 33 and 34 as PA 30 and rezone them to Multi-Family Zone to account for the loss of 359 units lost from the previous Specific Plan Amendment to be in compliance with Senate Bill 330; and 3) re-align zoning boundaries of PA 13a and PA13b for consistency with Tentative Parcel Map (TPM) 38410 approved by the Planning Commission on March 15, 2023;

- *Circulation Element Update*: Update the Circulation Element to include Loop Road; and
- *Pedestrian / Bicycle Lanes and Trails Update*: Update the pedestrian walkways and bicycle lanes within the GVSP to maximize connectivity and to comply with the 2013 Perris Trails Master Plan (PTMP) and the 2020 Perris Active Transportation Plan (ATP).

A detailed discussion of the changes is provided in the Planning Commission report included in Attachment 7. In recommending approval of the project, the Planning Commission noted the project would facilitate future multi-family dwelling units in the City that will be in close proximity to the Metrolink station at Case Road and Murrieta Road. They also supported the network of recreational trails and bicycle pathways consistent with the 2013 Perris Trail Master Plan and the 2020 Perris ATP plan.

The majority of the GVSP area consists of vacant land surrounded by the Perris Valley Airport and a residential neighborhood to the west, the City of Menifee city limits to the south, the Eastern Municipal Water District (EMWD) treatment facility to the east, and Metrolink Station to the north.

## **PLANNING COMMISSION MEETING:**

### *Public Comments*

At the April 5, 2023, Planning Commission hearing, two (2) residents expressed concerns about potential traffic on Murrieta Road resulting from increased residential density in Planning Area (PA) 30. The City Engineer clarified that a traffic study was prepared to analyze the increase of residential density along Murrieta Road to mitigate traffic by extending Watson Road (from Murrieta Road to Case Road) and widening Murrieta Road to four lanes to accommodate the volume of traffic.

### *Discussion*

At the April 5, 2023, meeting, the Planning Commission discussed the selection of the school site and the reduction of school acreage. The applicant clarified that the *Romoland School District* selected the 15-acre site within Planning Area (PA) 32a for a future school site (K-5 grade) as this site complied with the State Aeronautics' distance requirements from airport runways.

They appreciated the developer collaborating with City Staff in updating the GVSP to comply with the Perris Valley Airport Land Use Plan, the 2013 Perris Trails Master Plan, and the 2020 Perris ATP plan. After listening to public comments and the clarification on the school site selection and traffic mitigation measures, the Planning Commission recommended approval of the project 4-0.

## **ENVIRONMENTAL DETERMINATION**

The GVSP EIR approved for the project in 1990 considered the effects of a buildout of the overall specific Plan. Because subsequent discretionary actions by the City are required, including consideration of future tentative maps for the various phases of the GVSP, the EIR acknowledged that the GVSP may require additional environmental analysis.

A third Addendum to the Final Environmental Impact Report (Final EIR) of the GVSP has been prepared as part of this project. The analysis concluded that the amendment would not result in any

new or more significant impacts than were previously disclosed and analyzed in the Final EIR for the GVSP. As the lead agency under the California Environmental Quality Act (CEQA), the City of Perris has determined that, in accordance with Sections 15162 and 15164 of the State CEQA Guidelines, the proposed changes to the development pattern and other minor changes from the development scenario described in the 1990 Final EIR for the adopted GVSP warrant the preparation of an Addendum to the EIR.

### RECOMMENDATION

The Planning Commission recommends to the City Council the following: 1) Adoption of Resolution Number (*next in order*) to adopt the Third Addendum to the Environmental Impact Report (Final EIR) for the Green Valley Specific Plan (GVSP); and 2) Introduction of the First Reading of Ordinance Number (*next in order*) approving Specific Plan Amendment (SPA) 21-05125, based on the findings contained in the Ordinance.

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**BUDGET (or FISCAL) IMPACT:** There is no fiscal impact associated with this project since all project costs are borne by the applicant.

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Prepared by: Nathan Perez, Senior Planner  
 REVIEWED BY: Patricia Brenes, Planning Manager

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

#### Attachments:

1. Resolution Number (*next in order*) including Green Valley Specific Plan, Addendum EIR with Associated Studies  
*Due to the size of the document files, the documents are on File with the Planning Department and available online at:*  
[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206_1313_479)
2. Ordinance Number (*next in order*) Adopting Specific Plan Amendment 21-05125
3. Location/Aerial Photo
4. Existing and Proposed Green Valley Land Use Maps
5. Perris Valley Airport Land Use Compatibility Plan/  
 MARB Airport Land Use Compatibility Plan
6. Planning Commission Staff Report Without Exhibits - Dated April 5, 2023  
*Due to the size of the documents, only the staff report is included as a hard copy. The entire staff report packet is available online at:*  
<https://www.cityofperris.org/home/showpublisheddocument/16310/638164537428675913>

Consent:

Public Hearing:

Business Item:

Presentation:

## **ATTACHMENT 1**

Resolution Number (*next in order*), including  
Green Valley Specific Plan, Addendum EIR with  
Associated Studies

– *Due to the size of the document files, the documents are  
on File with the Planning Department and available  
online at:*

[https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206_1313_479)

**RESOLUTION NUMBER NO. \_\_\_\_\_ (Next in Order)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING THE THIRD ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE GREEN VALLEY SPECIFIC PLAN (GVSP) RELATING TO SPECIFIC PLAN AMENDMENT (SPA) 21-05125 TO UPDATE THE GVSP FOR CONSISTENCY WITH THE PERRIS VALLEY AIRPORT LAND USE COMPATIBILITY PLAN (PV ALUCP) AND COMPLIANCE WITH SENATE BILL 330, GENERALLY LOCATED NORTH OF WATSON ROAD, EAST OF THE SAN JACINTO RIVER, AND SOUTH OF CASE ROAD SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.**

**WHEREAS**, the applicant, Matthew Villalobos, of Raintree Investment Corporation filed Specific Plan Amendment (SPA) 21-05125, incorporated herein by this reference, a second amendment to the Green Valley Specific Plan (GVSP) and includes the following project-specific objectives:

- *Land Use Map Update.* Update the Land Use map to: 1) redesignate residentially zoned areas to Open Space for consistency with the 2010 Perris Valley Airport Land Use Compatibility Plan (PV ALUCP), 2) include 359 dwelling units lost from previous entitlements (i.e., Phase 1A and Phase 1B) to comply with Senate Bill 330 (Housing Crisis Act of 2019) (Exhibit C), 3) to transfer 24 dwelling units lost from PA13b (reduced units from 135 units to 111 units) to PA30 and re-align zoning boundaries of PA 13a and PA13b to be consistent with Tentative Parcel Map (TPM) 38410 financing map lot lines; and
- *Circulation Element Update.* Update the Circulation Element to include Loop Road; and
- *Pedestrian/Bicycle Lanes and Trails.* Update the pedestrian walkways and bicycle lanes within the GVSP to maximize connectivity and to comply with the 2013 Perris Trails Master Plan (PTMP) and Perris Active Transportation Plan (ATP).

**WHEREAS**, SPA 21-05125 (the “Project”) has been duly noticed; and

**WHEREAS**, the proposed SPA 21-05125 is considered a “project” as defined by the California Environment Quality Act (“CEQA”); and

**WHEREAS**, under CEQA and the State CEQA Guidelines (14 Cal. Code Regs. § 15000 *et seq.*), the City is the lead agency for the Project, as it is the public agency with general governmental powers over the Project; and

**WHEREAS**, from August 26, 2022, through September 6, 2022, the Third Addendum to the 1990 GVSP Final Environmental Impact Report (GVSP Final EIR) was

made available for public review and comment prior to the City Council and Planning Commission's consideration of the above-referenced applications; and

**WHEREAS**, the duly noticed September 7, 2022, Planning Commission public hearing was continued to September 21, 2022, and subsequently continued to October 5, 2022, then continued again to October 19, 2022 and again to November 2, 2022, all at applicant's request, and at which times all interested persons were given full opportunity to be heard and to present evidence; and

**WHEREAS**, the November 2, 2022, Planning Commission public hearing was continued off calendar, at which time all interested persons were given full opportunity to be heard and to present evidence; and

**WHEREAS**, on April 5, 2023, the Planning Commission conducted a duly noticed public hearing on the Project and, at the meeting, recommended that the City Council approve the Third Addendum to the GVSP Final EIR and the Project after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

**WHEREAS**, on April 25, 2023, the City Council conducted a duly noticed public hearing on the Project and Third Addendum to the GVSP Final EIR, at which time all interested parties were given a full opportunity to be heard and present evidence; and

**WHEREAS**, all of the proposed findings and conclusions recommended by this Resolution are based upon the oral and written evidence presented to the City Council as a whole and not based solely on the information provided in this Resolution; and

**WHEREAS**, on August 11, 2022, Riverside County Airport Land Use Commission (ALUC) determined that SPA 21-05125, is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the 2011 Perris Valley Airport ALUCP based on findings and conditions (attached and incorporated into the Planning Conditions of Approval); and

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

**WHEREAS**, no comments made in the public hearings conducted by the City Council or any additional information submitted to the City Council have produced substantial new information requiring recirculation or other environmental review under State CEQA Guidelines section 15088.5; and

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



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

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

**Section 2.** The City Council has reviewed and considered the environmental documentation for the Project prior to taking action on the applications. Based on the forgoing, the Third Addendum to the Final Environmental Impact Report (Final EIR for the GVSP for the proposed SPA 21-05125), it was determined that the Project will not result in any new or more severe significant environmental impacts than were previously disclosed and analyzed in the Final EIR. Specifically, based upon the above and the staff report, supporting exhibits, and all written and oral testimony presented at the April 25, 2023, public hearing, the City Council finds that:

- A. As the lead agency under the California Environmental Quality Act (CEQA), the City of Perris has determined that, in accordance with Sections 15162 and 15164 of the State CEQA Guidelines, the proposed changes to the development pattern and other minor changes from the development scenario described in the Final EIR for the GVSP warrant the preparation of a Third Addendum to update the analysis provided in the 1990 Final EIR, but do not warrant the preparation of a subsequent or supplemental EIR, because the amendments do not result in any new or more severe significant impacts than previously evaluated and disclosed in the 1990 Final EIR. This determination is evidenced in detail throughout Chapter 4 of the Third Addendum and supporting technical appendices.

Because no subsequent or supplemental EIR was required or prepared, the City need not make full CEQA findings with respect to impacts resulting from the SPA 21-05125. While all effects will remain at their same respective levels of impact as they were determined in the certified 1990 Final EIR, mitigation measures have been updated in the Third Addendum to account for more modern data, methodology, changes in rules and regulations, and physical improvements and infrastructure that have been completed since 1990.

- B. The City has complied with the California Environmental Quality Act (CEQA).
- C. Determinations of the City Council reflect the independent judgment of the City.

**Section 3.** Based upon the forgoing, the City Council hereby approves the Third Addendum to the 1990 Final Green Valley Specific Plan Environmental Impact Report and supplemental Mitigation Monitoring and Reporting Program (MMRP) based on the information and findings presented and supporting exhibits, including, but not limited to, all written and oral testimony presented at the April 5, 2023, Planning Commission and April 25, 2023, City Council public hearings, and subject to the attached Conditions of Approval.

**Section 4.** The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or because of any preemptive legislation, the remaining provisions,

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

**Section 5.** The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

***ADOPTED, SIGNED, and APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.***

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Mayor, Michael Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_ day of \_\_\_\_\_ 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

**Attachments:** Green Valley Specific Plan, Addendum EIR with Associated Studies  
– Due to the size of the document files, the documents are on File with the Planning Department and available online at: [https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206\\_1313\\_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-323#docan1206_1313_479)

## **ATTACHMENT 2**

**Ordinance Number (*next in order*) Adopting Specific Plan  
Amendment 21-05125**

**ORDINANCE NUMBER NO. \_\_\_\_\_ (Next in Order)**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT (SPA) 21-05125 TO UPDATE THE GREEN VALLEY SPECIFIC PLAN FOR CONSISTENCY WITH THE PERRIS VALLEY AIRPORT LAND USE COMPATIBILITY PLAN (PV ALUCP) AND COMPLIANCE WITH SENATE BILL 330, GENERALLY LOCATED NORTH OF WATSON ROAD, EAST OF THE SAN JACINTO RIVER, AND SOUTH OF CASE ROAD SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN.**

**WHEREAS**, the applicant, Matthew Villalobos, of Raintree Investment Corporation filed Specific Plan Amendment (SPA) 21-05125, incorporated herein by this reference, a second amendment to the Green Valley Specific Plan (GVSP), and includes the following project-specific objectives:

- *Land Use Map Update.* Update the Land Use map to: 1) redesignate residentially zoned areas to Open Space for consistency with the 2010 Perris Valley Airport Land Use Compatibility Plan (PV ALUCP), 2) include 359 dwelling units lost from previous entitlements (i.e., Phase 1A and Phase 1B) to comply with Senate Bill 330 (Housing Crisis Act of 2019) (Exhibit C), 3) to transfer 24 dwelling units lost from PA13b (reduced units from 135 units to 111 units) to PA30 and re-align zoning boundaries of PA 13a and PA13b to be consistent with Tentative Parcel Map (TPM) 38410 financing map lot lines; and
- *Circulation Element Update.* Update the Circulation Element to include Loop Road; and
- *Pedestrian/Bicycle Lanes and Trails.* Update the pedestrian walkways and bicycle lanes within the GVSP to maximize connectivity and to comply with the 2013 Perris Trails Master Plan (PTMP) and Perris Active Transportation Plan (ATP).

**WHEREAS**, SPA 21-05125 (the “Project”) has been duly noticed; and

**WHEREAS**, from August 26, 2022, through September 6, 2022, the Third Addendum to the 1990 GVSP Final Environmental Impact Report (GVSP Final EIR) was made available for public review and comment prior to the City Council and Planning Commission’s consideration of the above-referenced applications; and

**WHEREAS**, the duly noticed September 7, 2022, Planning Commission public hearing was continued to September 21, 2022, and subsequently continued to October 5, 2022, then continued again to October 19, 2022 and again to November 2, 2022, all at applicant’s request, and at which times all interested persons were given full opportunity to be heard and to present evidence; and

**WHEREAS**, the November 2, 2022, Planning Commission public hearing was continued off calendar, at which time all interested persons were given full opportunity to be heard and to present evidence; and

**WHEREAS**, on April 5, 2023, the Planning Commission conducted a duly noticed public hearing on the Project and, at the meeting, recommended that the City Council approve the Third Addendum to the GVSP Final EIR and the Project after considering all oral and written public testimony submitted by members of the public and City staff including materials in the agenda submittal and accompanying documents; and

**WHEREAS**, on April 25, 2023, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard to present evidence; and

**WHEREAS**, on August 11, 2022, Riverside County Airport Land Use Commission (ALUC) determined that SPA 21-05125, is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the 2011 Perris Valley Airport ALUCP based on findings and conditions (attached and incorporated into the Planning Conditions of Approval); and

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

**WHEREAS**, Chapter 19.54 of the City of Perris Municipal Code (Zoning Code, Authority and Review Procedures) authorizes the City to approve, conditionally approve, or deny requests for a Specific Plan Amendment; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS** does resolve as follows:

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

**Section 2.** The City Council has reviewed and considered the environmental documentation for the Project prior to taking action on the applications. Based on the forgoing, the Third Addendum to the Final Environmental Impact Report (Final EIR for the GVSP for the proposed SPA 21-05125), it was determined that the Project will not result in any new or more severe significant environmental impacts than were previously disclosed and analyzed in the GVSP Final EIR.

**Section 3.** The City Council further finds, based upon the forgoing, the Third Addendum to the Final Green Valley Specific Plan Environmental Impact Report (Final EIR for the GVSP and supplemental Mitigation Monitoring and Reporting Program (MMRP), staff report, supporting exhibits, and all written and oral testimony presented at the April 25, 2023, public hearing, with respect to the Green Valley Specific Plan (GVSP), and pursuant to Municipal Code Section 19.54.040, the following regarding SPA 21-05125:

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

The GVSP is located in City Wide Planning Area (PA) 8 as designated in the City of Perris General Plan. As characterized in the General Plan (2030), there are key elements in PA 8 that affect the planning of Green Valley: Perris Airport, San Jacinto River Study, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) areas, the Romoland Master Drainage Plan, and floodplain regulations.

- **Balanced Land Uses**

Responding to the constraints and restriction of developable land due to the Airport, San Jacinto River Study, Romoland Drainage Plan, floodplain regulations, and the Western Riverside County MSHCP has resulted in a reduction of the acres previously designated residential. This has increased the amount of open space and parks since those are allowable uses within the restrictions placed by the Airport zones and the other plans and projects. The residential density within the remaining developable area of the Plan area has been increased to take advantage of the proximity to park and open space, while still providing a range of housing types from traditional single-family, single-family court, townhomes, and apartments. The amount of park acreage provided exceeds the amount of park required by the City of Perris Park Master Plan. In the General Plan, there are three designated school sites in the GVSP area. Due to the constraints of the Perris Airport ALUCP and Western Riverside County MSHCP, only one school location is feasible. With the approval of the Romoland School District, this site has been expanded to accommodate both elementary and intermediate students.

- **Regional Circulation**

The GVSP implements the General Plan Circulation Plan with the extension of Murrieta Road north of Ethanac Road, the alignment of Green Valley Parkway and the extension of Watson Road thru the GVSP area. Murrieta Road extends beyond Ethanac Road south into the City of Menifee.

- **Conservation and Sustainability**

To conserve water, the GVSP will have a dual system to provide potable water and reclaimed water for landscaping. In addition, the landscape palette is designed to be low water use or drought tolerant to reduce water usage. Location of neighborhood commercial and extensive parks, trails, and recreational systems within the community of GVSP will help reduce vehicle miles traveled, therefore reducing greenhouse gas emissions.

- **Complete Community**

In meeting the Goals and Objectives of the City of Perris General Plan, GVSP is a complete community providing a variety of homes responding to different lifestyles, providing new commercial and employment areas, in addition to the existing commercial and business centers. The plan provides a full array of private recreation facilities, neighborhood parks, a regional park, community and regional trails, and community and regional open space. A comprehensive Design Guidelines Chapter is provided in SPA 21-05125 to ensure that GVSP community is a quality place to live, work and play.

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

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

As stated in Section 2.1 – Land Use Plan, SPA 21-05125 provides for development of the 360.5-acres consisting of 211.9 acres of residential, 5.5 acres of commercial, 64.1 acres of public parks, a 15.0-acre public school site, and 64.0 acres of open space land uses. The mix of land uses proposed in the GVSP community will serve to create a dynamic full-service community with residents, shopping and recreation areas closely linked together, thereby reducing the need to commute out of the area, with all the inherent environmental and safety implications. The planned community approach to development assures the Project will function properly in respect to land use, circulation, drainage, and water and sewer issues. A comprehensive master plan, such as proposed in the GVSP, provides the opportunity to create unifying design themes in the land use distribution through implementation of common streetscape and landscape elements, fencing and wall designs, colors and textures, cohesive signage, common architectural objectives and appropriately scaled street furnishings. These are described and depicted in detail in the Design Guidelines.

Also included in Section 2.1 is Figure 2-1, Conceptual Land Use Plan, and Table 2-1, Green Valley Statistical Summary, of SPA 21-05125 for a 2<sup>nd</sup> amendment to update the GVSP to be consistent with the Perris Valley Airport Land Use Compatibility Plan and comply with Senate Bill 330.

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

Section 2.6 – Circulation Plan, of SPA 21-05125 describes the Approach, Plan Description, and Development Standards for vehicular and non-vehicular circulation within the Specific Plan area. Figures 2-9 – Circulation Plan and 2-10 – Pedestrian



Circulation depict locations for the circulation improvements. Figure 2-11 depicts the proposed street cross-sections within the Specific Plan area.

Section 2.5 – Water and Sewer Plan, of SPA 21-05125 describes the Approach, Plan Description, and Development Standards for water, sewer, and reclaimed wastewater facilities within the Specific Plan area. Figures 2-6 – Water Plan, 2-7 – Sewer Plan, and 2-8 – Reclaimed Water Plan depicts locations for these infrastructure improvements.

Section 2.4 – Drainage Plan, of SPA 21-05125 describes the Approach, Plan Description, and Development Standards for drainage facilities within the Specific Plan Area. Figure 2-4 – Drainage Plan, depicts locations for the drainage improvements. Figure 2-5 depicts the proposed swale cross-sections within the Specific Plan area.

Section 2.3 – Comprehensive Grading Plan, of SPA 21-05125 describes the Approach, Plan Description, and Development Standards for grading within the Specific Plan area. Figure 2-3 – Grading Plan, depicts the proposed grading in the Specific Plan area.

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

Chapter 3 – Specific Plan Zoning, of SPA 21-05125, provides the development regulations for each of the nine zoning districts within the Specific Plan area:

- Section 3-1 – R-7,200 – R-8,000 Residential Standards
- Section 3-2 – R-6,000 – R-7,200 Residential Standards
- Section 3-3 – R-5,500 – R-6,000 Residential Standards
- Section 3-4 – Multi-Family Residential Standards
- Section 3-5 – Retail Commercial Standards
- Section 3-6 – Business/Professional Standards
- Section 3-7 – Light Industrial Standards
- Section 3-8 – Public Facilities Standards
- Section 3-9 – Open Space Standards

Lotting diagrams depicting development standards are also included. Section 1.4.4 – Conservation and Sustainability, of SPA 21-05125 describes the techniques utilized for the conservation of natural resources.

Chapter 4 – Design Guidelines provides guiding principles, guidelines and architectural styles for the residential development within the Specific Plan area. Also included are site planning, lot coverage, and architectural guidelines for the commercial, business and professional, and light industrial uses. A comprehensive landscape plan is provided that addresses community design, entries, monumentation, streetscapes, walls and fences, and street furniture guidelines. A Landscape Master Community Plant Matrix is included that assures common landscape themes throughout the Specific Plan area.

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

Section 2.2 – Phasing Plan, of SPA 21-05125 describes how the infrastructure detailed in Chapter 2 is required to assure that development proceeds in a logical manner and all facilities are in place. Chapter 3 – Specific Plan Zoning assures quality and consistent development throughout the Specific Plan area. Section 4.5 – Design Review Process of Chapter 4 – Design Guidelines details a Design Review process that will assure quality development within Green Valley consistent with the standards and guidelines described in the GVSP.

***Section 4.*** The City Council further finds, based upon the forgoing, the Third Addendum to the Final Green Valley Specific Plan Environmental Impact Report (Final EIR for the GVSP and supplemental Mitigation Monitoring and Reporting Program (MMRP), staff report, supporting exhibits, and all written and oral testimony presented at the April 5, 2023, public hearing, with respect to the Green Valley Specific Plan (GVSP), and pursuant to Municipal Code Section 19.54.040, the following regarding SPA 21-05125:

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

The GVSP is located in City Wide Planning Area (PA) 8 as designated in the City of Perris General Plan. As characterized in the General Plan (2030), there are key elements in PA 8 that affect the planning of Green Valley: Perris Airport, San Jacinto River Study, the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) areas, the Romoland Master Drainage Plan, and floodplain regulations.

***Section 5.*** Approval of SPA 21-05218. Based upon the forgoing, the City Council hereby approves the Third Addendum to the 1990 Final Green Valley Specific Plan Environmental Impact Report and supplemental Mitigation Monitoring and Reporting Program (MMRP) and Specific Plan Amendment (SPA) 21-05125 based on the information and findings presented and supporting exhibits, including, but not limited to, all written and oral testimony presented at the April 25, 2023, Planning Commission and April 5, 2023, City Council public hearings, and subject to the attached Conditions of Approval.

***Section 6.*** Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

***Section 7.*** Effective Date. This Ordinance shall take effect 30 days after its adoption.

**Section 8. Certification.** The City Clerk shall certify the passage and adoption of this Ordinance and cause the same to be posted at the designated locations in the City of Perris.

***ADOPTED, SIGNED, and APPROVED this \_\_\_\_ day of \_\_\_\_, 2023.***

---

Mayor, Michael Vargas

ATTEST:

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City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number \_\_\_ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the \_\_\_ day of \_\_\_\_\_ 2023, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

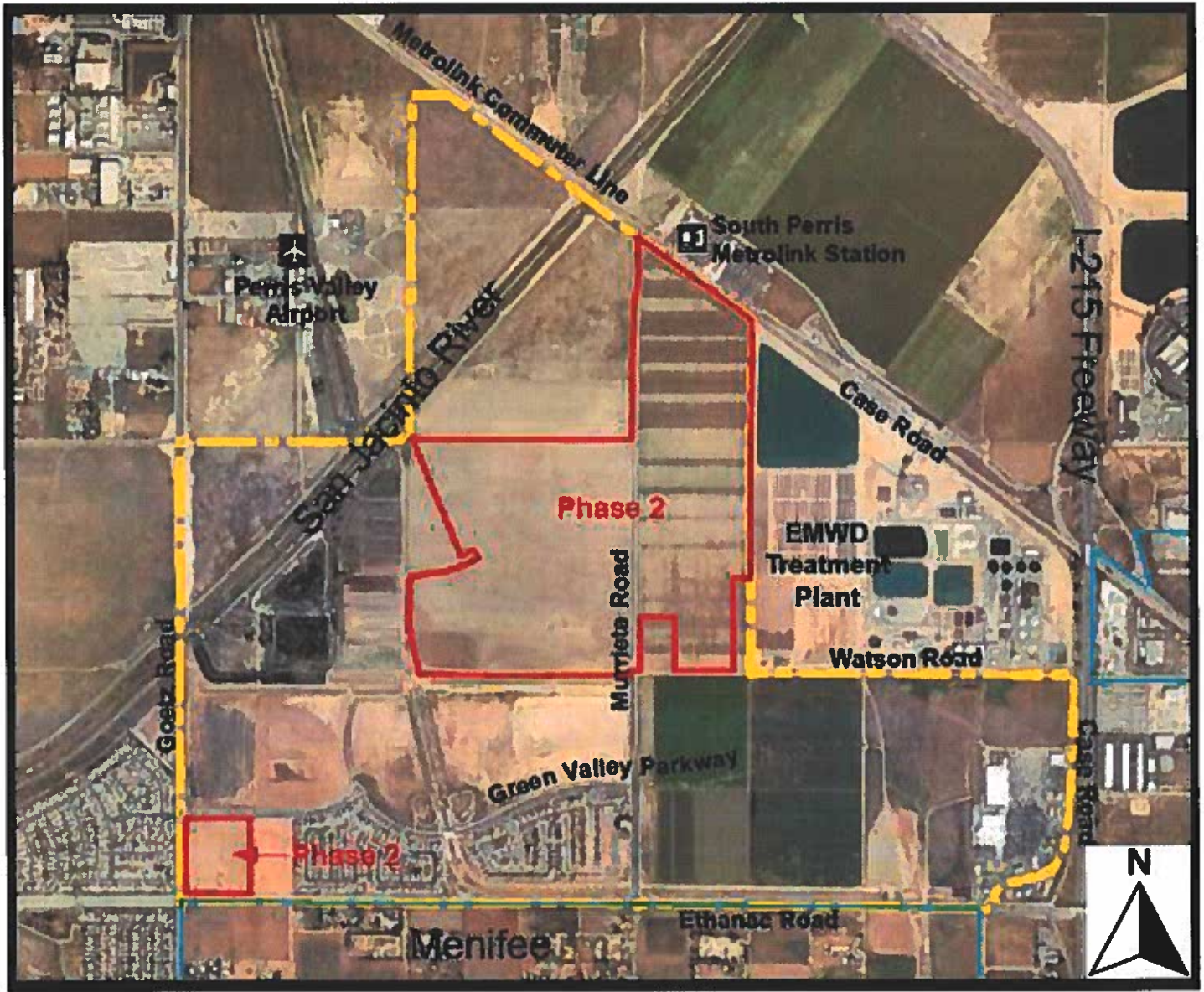
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City Clerk, Nancy Salazar

**Attachments:** Existing and Proposed Green Valley Land Use Map  
General Construction Guidelines (Planning, Engineering, Public Works, and Community Services)

# **ATTACHMENT 3**

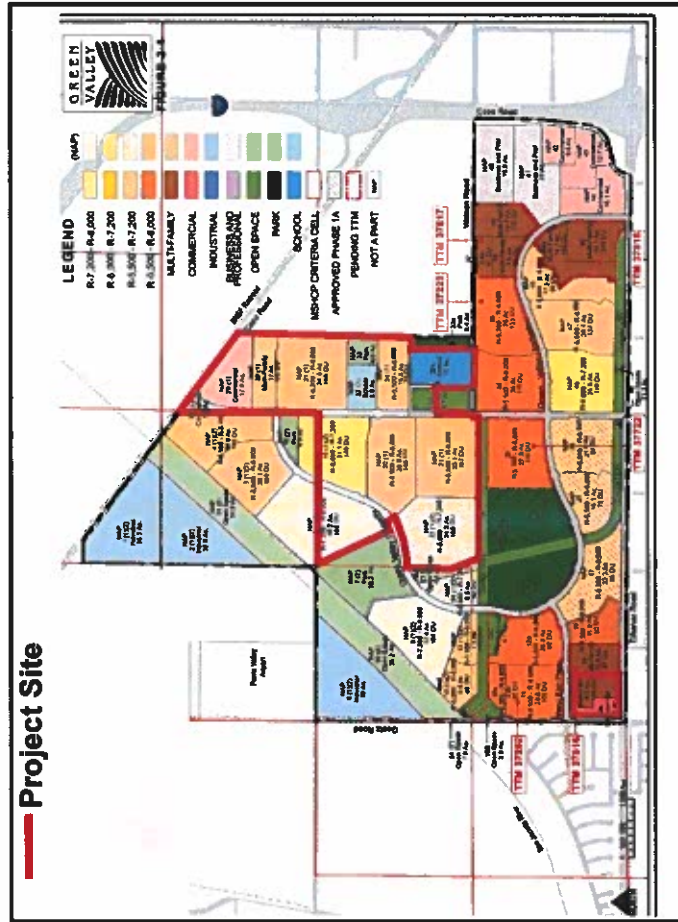
**Location/Aerial Photo**



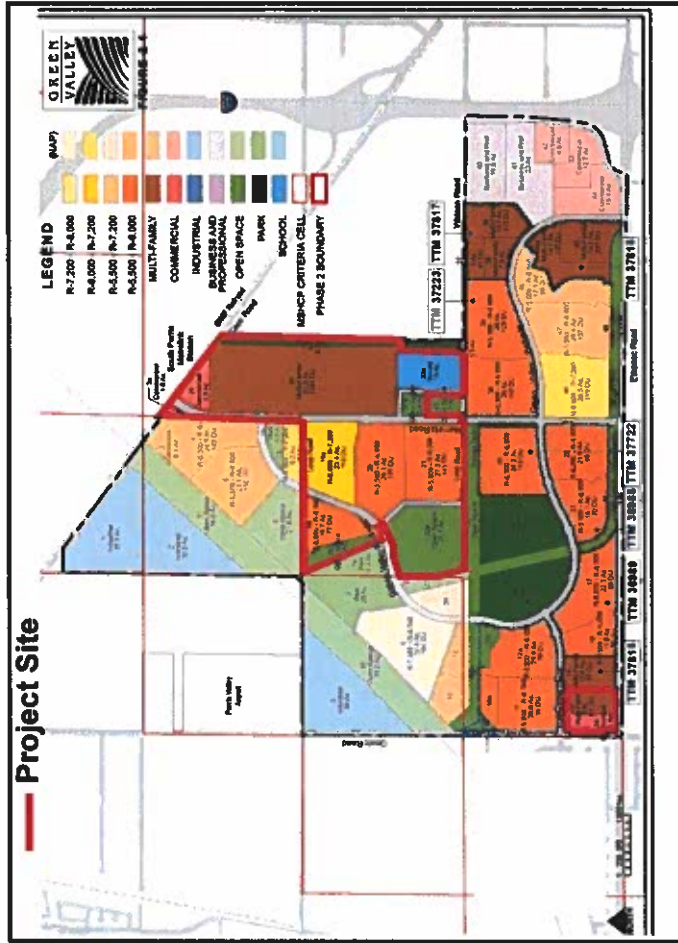
## **ATTACHMENT 4**

**Existing and Proposed Green Valley Land Use Maps**

# LAND USE PLAN COMPARISON



2021 APPROVED LAND USE PLAN



2022 PROPOSED LAND USE PLAN

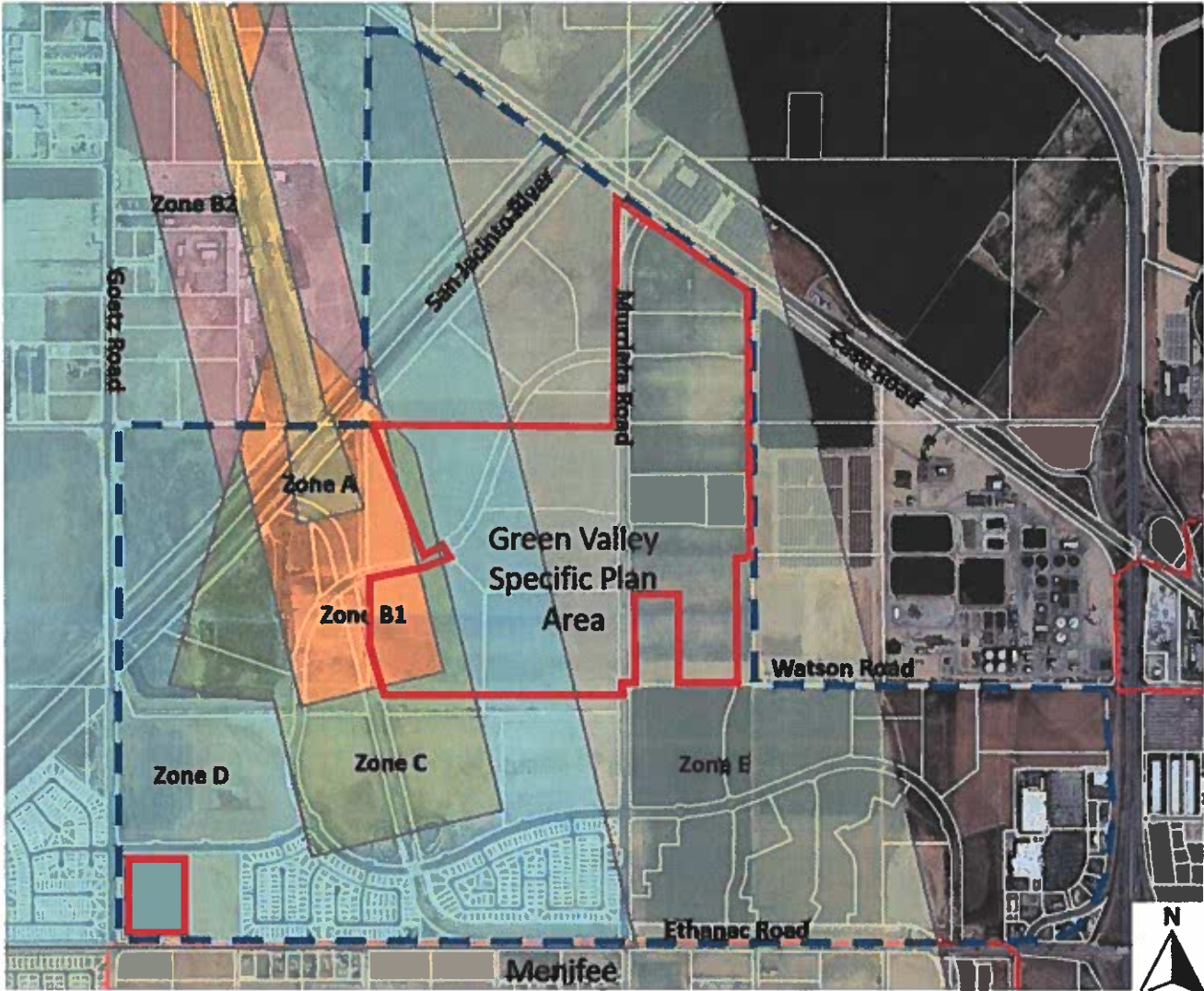




# **ATTACHMENT 5**

**Perris Valley Airport Land Use Compatibility Plan/  
MARB Airport Land Use Compatibility Plan**

# Perris Valley Airport Zones



## LEGEND

- Green Valley Specific Plan boundary
- Project Sites

## ATTACHMENT 6

Planning Commission Staff Report Without Exhibits -  
Dated April 5, 2023

*Due to the size of the documents, only the staff report is  
included as a hard  
copy. The entire staff report packet is available online at:  
[https://www.cityofperris.org/home/showpublisheddocume  
nt/16310/638164537428675913](https://www.cityofperris.org/home/showpublisheddocument/16310/638164537428675913)*



# CITY OF PERRIS

## PLANNING COMMISSION

### AGENDA SUBMITTAL

**MEETING DATE:** April 5, 2023

**SUBJECT:** Specific Plan Amendment (SPA) 21-05125 – A proposed Specific Plan Amendment to update the Green Valley Specific Plan (GVSP) for consistency with the Perris Valley Airport Land Use Compatibility Plan (PV ALUCP). Applicant: Matthew Villalobos, Raintree Investment Corporation.

**REQUESTED ACTION:** Adopt Resolution No. 23-09 recommending that the City Council Adopt the Third Addendum to the Final Environmental Impact Report (Final EIR) of the Green Valley Specific Plan (GVSP) and Approve Specific Plan Amendment (SPA) 21-05125, based on the findings contained in the Resolution and subject to the Conditions of Approval.

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

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#### **PROJECT BACKGROUND:**

The Green Valley Specific Plan (GVSP), adopted in 1990, is a master-planned community encompassing 1,269 acres of land envisioned to be developed with 4,210 dwelling units, 42.3 acres of business and professional office space, 72.7 acres of commercial retail, 108.7 acres of industrial, 24 acres for three school sites, and 51.1 acres of public parks. The GVSP was envisioned to be developed in three phases.

In 2017, the City Council approved Phase 1A to update the *Commercial and Residential Design Guidelines* of the GVSP, Tentative Tract Map 36988 to subdivide 37.65 acres into 169 single-family residential lots, and Tentative Tract Map 36989 to subdivide 37.09 acres into 145 single-family lots generally located north of Ethanac Road and west of Murrieta Road.

In 2020, the City Council approved Phase 1B, which included Tentative Tract Maps No. 37223, 37262, 37722, 37816, 37817, and 37818, totaling 1,240 dwelling units on 348 acres, located within the southern portion of the GVSP. Pursuant to Senate Bill (SB) 330, the project was conditioned to provide a no net loss in the total number of residences by increasing residential density north of Watson, south of Case Road, and east of Murrieta Road through a future Specific Plan Amendment.

The overall dwelling unit change from the approved 1990 GVSP and subsequent amendments are summarized in the table on the following page.

	<i>Specific Plan Amendment Phase 1A unit count</i>	<i>Specific Plan Amendment Phase 1B unit count</i>	<i>Total Units Loss</i>
Existing Units	4,210	3,974	236
Amended Units	3,974	3,851	123
<b>Total Unit Loss</b>			<b>359</b>

Phases 1A and 1B removed 359 residential dwelling units in the southerly portion of the GVSP area, which per SB 330, are required to be provided elsewhere within the GVSP. Phase 1B was conditioned to achieve a no net loss in residential capacity by increasing residential density to PA (Planning Area) 30, located at the east side of Murrieta Road north of Watson Road, when the remainder of the Specific Plan is updated.

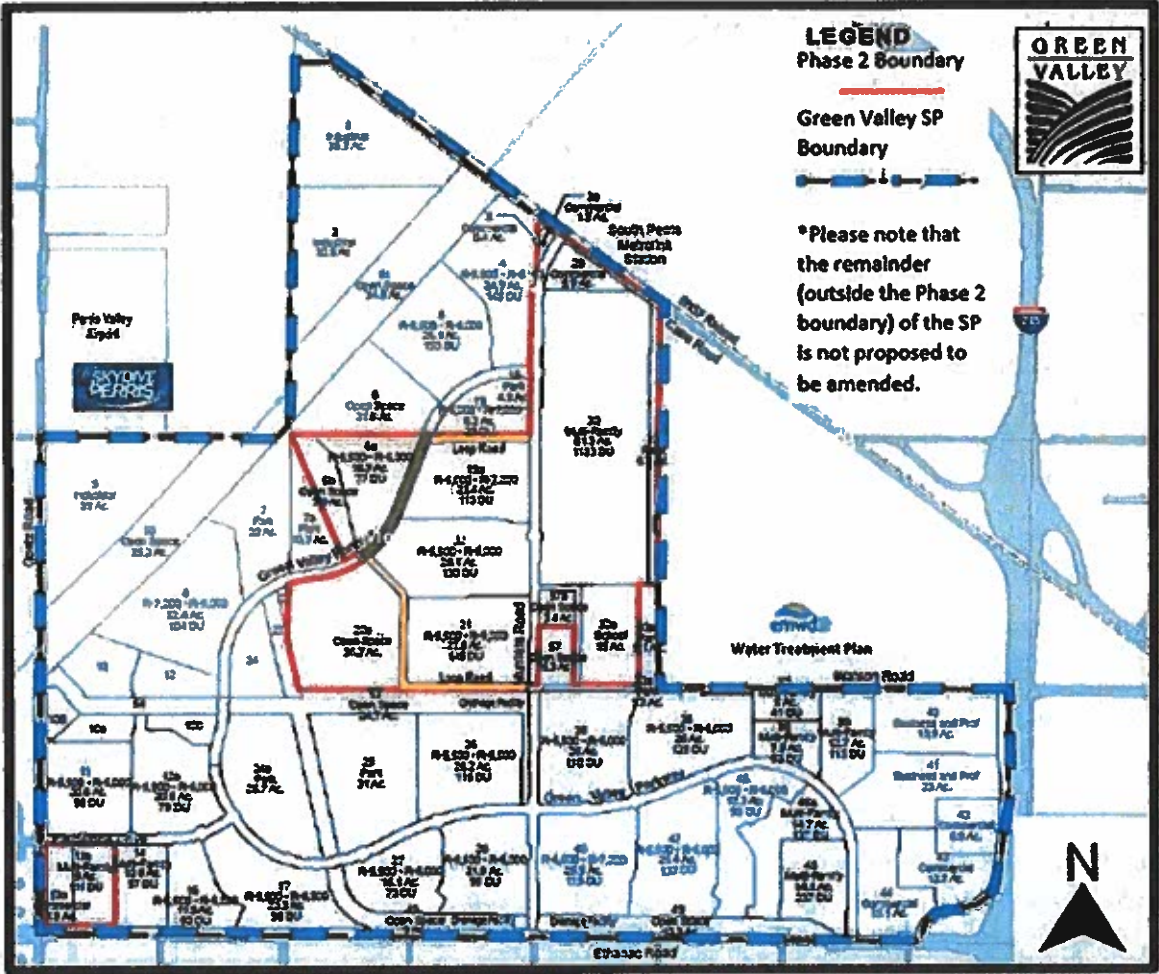
This Project proposes to update the Land Use Map to increase the residential units within PA30 by 359 units for a total of 4,210 dwelling units as envisioned in the GVSP.

## PROJECT DESCRIPTION

The applicant is proposing to amend Phase 2 of the GVSP encompassing 253.6 acres, generally located north of Watson Road, east of the San Jacinto River, and south of Case Road, west of the Eastern Municipal Water District (EMWD) treatment facility also herein referred to as “the Project.” This request is the second amendment to the GVSP and includes the following objectives:

- *Land Use Map Update.* Update the Land Use map to 1) redesignate residentially zoned areas to Open Space for consistency with the 2010 Perris Valley Airport Land Use Compatibility Plan (PV ALUCP), 2) include 359 dwelling units lost from previous entitlements (i.e., Phase 1A and Phase 1B) to comply with Senate Bill 330 (Housing Crisis Act of 2019) (Exhibit C), 3) to transfer 24 dwelling units lost from PA13b (reduced units from 135 units to 111 units) to PA30 and re-align zoning boundaries of PA 13a and PA13b to be consistent with Tentative Parcel Map (TPM) 38410 financing map lot lines; and
- *Circulation Element Update.* Update the Circulation Element to include Loop Road; and
- *Pedestrian/Bicycle Lanes and Trails.* Update the pedestrian walkways and bicycle lanes within the GVSP to maximize connectivity and to comply with the 2013 Perris Trails Master Plan (PTMP) and Perris Active Transportation Plan (ATP).

There are no proposed changes to the development standards, development regulations, or design guidelines. Also, no physical development is proposed for this Project. The following exhibit below depicts the Phase 2 Boundaries.



**PROJECT ANALYSIS**

**Compliance Summary**

The table below summarizes the Project’s consistency with the General Plan, Green Valley Specific Plan (GVSP), Senate Bill (SB) 330, Perris Trails Master Plan (PTMP) and Perris Active Transportation Plan (ATP), March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan, and Perris Valley Airport Land Use Compatibility Plan.

	Consistent	Inconsistent
<p><b>General Plan</b></p> <p>The proposed Project is consistent with the following City of Perris General Plan Safety, Circulation, and Housing Element Policies:</p> <p><u>Safety Element :</u></p> <p>Policy S-6.1 – Ensure new development complies with the development requirements of the AICUZ Land Use Compatibility</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p><b>Guidelines and ALUP Airport Influence Areas for March Air Reserve Base.</b></p> <p>Policy S-6.2 – Effectively coordinate with March Air Reserve Base, Perris Valley Airport, and the March Inland Port Airport Authority on development within its influence areas.</p> <p>Policy S-6.3 - Effectively coordinate with March Air Reserve Base and Perris Valley Airport on development within its influence areas.</p> <p><u>Circulation Element:</u></p> <p>Policy IV.A - Provide non-motorized alternatives for commuter travel as well as recreational opportunities that maximize safety and minimize potential conflicts with pedestrians and motor vehicles.</p> <p><u>Housing Element:</u></p> <p>Policy 1.2: - Promote development within GVSP that provide a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.</p> <p>Policy 1.4: - Locate higher density residential development in close proximity to public transportation, services, and recreation.</p> <p>Policy 1.5: - Promote construction of units consistent with the new construction needs identified in the Regional Housing Needs Assessment (RHNA).</p>		
<p><b>Specific Plan</b></p> <p>The proposed Specific Plan Amendment within Phase 2 will redesignate the land use in specific Planning Areas outside of the Airport restricted zones and is consistent with the goals and policies of the GVSP.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Zoning Code Land Use Consistency (Title 19)</b></p> <p>There are no proposed changes to the development standards, development regulations, or design guidelines. Therefore, the proposed Specific Plan Amendment is consistent with the Zoning Code.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Compliance with MARCH ALUCP and Perris Valley Airport Land Use Compatibility Plan (PV ALUCP)</b></p> <p>The proposed Project area is located within the March Air Reserve Base/Inland Port Airport Influence Area (March AIA.) Zone E (other Airport Environs) which has no residential development restrictions subject to a deed notice and disclosure of an avigation easement and notice of "airport in the vicinity" to future property owners.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>The project is located within Zones B1, C, D, and E of the PV ALUCP. The GVSP was adopted before the adoption of PV ALUCP, which includes residential restrictions within zone B1 (Nonresidential Intensities) and C (Open Space). The proposed second amendment proposes to update the land use map to comply with the PV ALUCP by redesignating residential zoning from the B1 and C Zones to avoid aircraft noise and flight path hazards.</p> <p>On August 11, 2022, the Riverside County Airport Land Use Commission (ALUC) considered and determined that the Project is "Consistent" with the 2014 March Air Reserve Base Land Use Compatibility Plan (MARB ALUCP) and 2011 Perris Valley Land Use Compatibility Plan.</p>		
<p><b>Compliance with Senate Bill (SB) 330</b></p> <p>In late 2019, the State of California passed SB 330 (i.e., Housing Crisis Act of 2019) to prohibit jurisdictions from changing residential zoning to a "less intensive use," without increasing residential density elsewhere in the City to account for the loss of density.</p> <p>In compliance with SB 330, the Project will update the land use map of the GVSP to redesignate residential zoning out of airport restricted areas to increase the number of residential units within PA30 to meet the overall 4,210 dwelling units envisioned in the GVSP.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Compliance with the Perris Trails Master Plan (PTMP) and Perris Active Transportation Plan (ATP)</b></p> <p>The Project will implement the PTMP and Perris ATP by extending the San Jacinto Trail from Case Road to Goetz Road, and adding a Class 1 bike lane and a decomposed granite trail. The GVSP will be updated to include the ATP cross sections for all internal streets within Phase 2 to include bike lanes, striping, and multi-purpose trails along the right-of-way.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PROJECT CIRCULATION PLAN**

The Project area includes the following two noteworthy street segments, Green Valley Parkway, a 128-foot Secondary Arterial, and Murrieta Road, a 136-foot Secondary Arterial.

- Green Valley Parkway

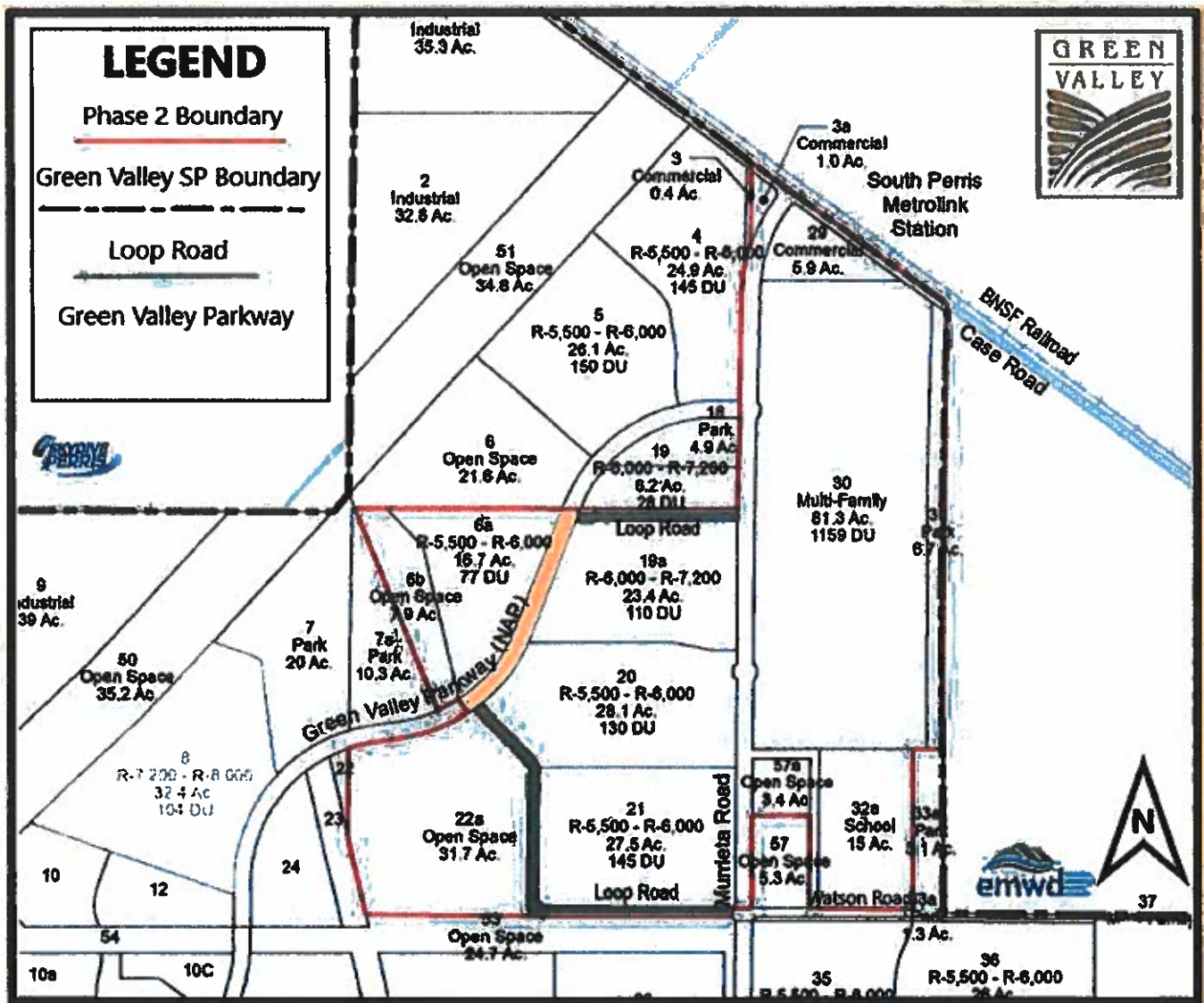
There are several constraints that inhibit the complete extension of Green Valley Parkway outside the Phase 2 boundaries based on significant grade elevation differences, flood plain requirements, airport restrictions, and MSCHP criteria cell requirements. Based on these constraints, only a portion of Green Valley Parkway is viable by creating a Loop Road.



- Loop Road

The Project includes amending the Circulation Plan to include Loop Road (66-foot Local Street) to provide access to all the Planning Areas located west of Murrieta Road within the Phase 2 boundary. Loop Road will also implement the Perris ATP pedestrian/trail system as development occurs for each segment of street frontage during the construction of Planning Areas (PA) located west of Murrieta Road. Loop Road improvements would include a 6-foot-wide pedestrian sidewalk and a 6-foot-wide decomposed granite trail with a split-rail fence. Overall, Loop Road will improve and enhance the circulation within the Phase 2 area.

The map below illustrates the connection of Loop Road to Green Valley Parkway.



**PUBLIC/AGENCY COMMENTS**

A public hearing notice was sent to property owners within 300 feet of the project site. As of the writing of this report, no comments have been received by staff.

**ENVIRONMENTAL DETERMINATION**

The GVSP EIR approved for the Project in 1990 considered the effects of a buildout of the overall specific plan. Because subsequent discretionary actions by the City are required, including consideration of future tentative maps for the various phases of the GVSP, the EIR acknowledged that the GVSP may require additional environmental analysis.

A third Addendum to the Final Environmental Impact Report (Final EIR) of the GVSP has been prepared as part of this Project. The analysis concluded that the amendment would not result in any new or more significant impacts than were previously disclosed and analyzed in the Final EIR for the GVSP. As the lead agency under the California Environmental Quality Act (CEQA), the City of Perris has determined that, in accordance with Sections 15162 and 15164 of the State CEQA Guidelines, the proposed changes to the development pattern and other minor changes from the development scenario described in the 1990 Final EIR for the adopted GVSP warrant the preparation of an Addendum to the EIR. However, the changes do not warrant the preparation of a subsequent or supplemental EIR because the amendments do not result in any new or more severe significant impacts than previously disclosed.

**RECOMMENDATION**

Adopt Resolution No. 23-09 recommending that the City Council Adopt the Third Addendum to the Final Environmental Impact Report (Final EIR) for the Green Valley Specific Plan (GVSP) and Approve Specific Plan Amendment (SPA) 21-05125, based on the findings contained in the Resolution and subject to the Conditions of Approval.

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**BUDGET (or FISCAL) IMPACT:** The cost of processing this application is paid by the applicant.

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Prepared by: Nathan Perez, Senior Planner  
Reviewed by: Patricia Brenes, Planning Manager

**Exhibits:**

- A. Aerial Photo
- B. Existing and Proposed Green Valley Land Use Maps
- C. Proposed Planning Areas Amendment Table
- D. Perris Valley Airport Land Use Compatibility Plan/  
MARB Airport Land Use Compatibility Plan
- E. PC Resolution 23-09 – Specific Plan Amendment
- F. Green Valley Specific Plan, Addendum EIR with Associated Studies

– Due to the size of the document files, the documents are on File with the Planning Department and available online at:

<https://www.cityofperris.org/departments/development->

[services/planning/environmental-documents-for-public-review/-folder-223#docan1206\\_1313\\_479](#)

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



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** April 25, 2023

**SUBJECT:** Clarification of truck travel exceptions under the Truck Route Ordinance for non-industrial deliveries

**REQUESTED ACTION:** To receive and file.

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

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#### BACKGROUND:

At the Council meeting on March 14, 2023, staff was directed to bring back a clarification discussion on any exceptions for truck delivery that are non-industrial related. An exception was created with the truck route update Ordinance approved by the City Council on December 14, 2021. The exception language is identified in the Code section below:

Sec. 10.40.030. - Use of truck routes required; exception. (b)Nothing in this section shall prohibit the operator of any vehicle exceeding the various maximum gross weights established by this section coming from a truck route established hereunder from having ingress and egress by direct route to and from restricted streets when necessary for the purpose of making pickups and deliveries of:

- goods, wares or merchandise from or to any building or structure located on such restricted streets or
- for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

The purpose of this exception is to allow for deliveries in conjunction with business operations that are non-industrial related, such as agricultural operations and commercial retail, or with a construction related-projects, such as a home improvement project.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is covered by the 2022-2023 budget.

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Prepared by: Kenneth Phung, Director of Development Services

Reviewed by: \_\_\_\_\_

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

Assistant City Manager MB  
Deputy City Manager \_\_\_\_\_

Attachments: 1. City Council submittal dated December 14, 2021  
(Attachments not included)

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

# ATTACHMENT 1

City Council submittal  
dated December 14, 2021  
(Attachments not included)



# CITY OF PERRIS

## CITY COUNCIL

### AGENDA SUBMITTAL

**MEETING DATE:** December 14, 2021

**SUBJECT:** A proposal to comprehensively update North Perris Truck Route designations and regulations in order to establish consistency and enable enforcement consisting of the following applications:

- **Ordinance Amendment 21-05223** to amend Perris Municipal Code Chapter 10.40 – Truck Routes.
- **General Plan Amendment 21-05224** to amend the Circulation Element text and maps related to Truck Routes.
- **Specific Plan Amendment 21-05225** to amend the Perris Valley Commerce Center Specific Plan Circulation Plan discussion and maps related to truck routes.

**Applicant:** City of Perris

**REQUESTED ACTION:** Introduce and approve first reading:

- Ordinance No. (next in order) Ordinance Amendment 21-05223 to amend Perris Municipal Code Chapter 10.40 – Truck Routes.
- Ordinance No. (next in order) Specific Plan Amendment 21-05225 to amend the Perris Valley Commerce Center Specific Plan Circulation Plan discussion and maps related to truck routes.

Adopt Resolution No. (next in order) approving General Plan Amendment 21-05224 to amend the Circulation Element text and maps related to North Perris Truck Routes.

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

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

To protect commercial and residential neighborhoods, in 1972, Perris Municipal Code (PMC) Chapter 10.40 – Truck Routes was adopted. The chapter identified truck routes and established truck route regulations and enforcement procedures and was last updated in 1992. The Perris General Plan Circulation Element, adopted in 2008, identified North Perris truck routes consistent with the General Plan industrial land use designations. However, the Truck Routes Map in the Circulation Element is not consistent with the North Perris truck routes identified in the Perris Municipal Code. The inconsistencies were further created in 2012 when the Perris Valley Commerce Center (PVCC) Specific Plan was adopted, identifying truck routes that differed from both the General Plan Circulation Element and the Perris Municipal Code.

The proposal to update the North Perris Truck Route designations and regulations is to identify a set of truck routes envisioned as part of the PVCC Specific Plan to establish fair, enforceable truck route regulations for the area.

On November 17, 2021, the Planning Commission held a public hearing on the North Perris Truck Route Amendments. The Planning Commission recommended approval of draft ordinances amending the Perris Municipal Code Chapter 10.40 and the PVCC Specific Plan and adoption of a resolution revising maps and text related to Truck Routes in the City of Perris General Plan Circulation Element, with the following highlighted changes eliminating the following truck routes:

- Eliminate the truck route on Perris Blvd from Harley Knox Blvd to Case Road,
- Eliminate the truck route on Ramona Expressway from the I-215 to the eastern city limits, and
- Eliminate the truck route on Evans Road from Ramona Expressway to Placentia Avenue.

The draft ordinances and resolution recommended by the Planning Commission are included as Attachment 1 – Ordinance amending PMC Chapter 10.40 (OA No. 21-05223) – Truck Routes, Attachment 2 – Resolution amending General Circulation Element (GPA No. 21-05224), and Attachment 3 – Ordinance amending PVCC Specific Plan Circulation Element (OA No. 21-05225).

## **ANALYSIS:**

### **North Perris Truck Route Plan**

Based on the truck routes identified in the PVCC Specific Plan and shown in Attachment 4, Harley Knox Boulevard and Placentia Avenue are the backbone of the North Perris Truck Route Plan and provide the primary truck access to I-215. The plan is designed so that properties east of Perris Boulevard use Redlands Avenue to connect to Harley Knox Boulevard. Indian Avenue will be the primary connection to Harley Knox and the I-215 for properties west of Perris Boulevard. Indian Avenue will also be extended to connect to truck routes in Moreno Valley. Morgan Street, Rider Street, and Placentia Avenue properties use Indian Avenue to connect to Harley Knox and the freeway. Perris Boulevard between Harley Knox Boulevard and the north city limit connects truck routes in Moreno Valley to the I-215.

Once the Placentia Avenue interchange is completed in 2022, Morgan Street, which extends from Redlands Avenue to the freeway frontage road, will allow traffic the option of taking Indian Avenue south to Placentia Avenue and the I-215 interchange.

### **Perris Municipal Code Amendments**

Ordinance 21- 05223 will revise the list of designated truck routes to be consistent with the North Perris Truck Routes Plan and amend the regulatory text.

***PMC Truck Route Amendments.*** The list of designated truck routes in PMC Section 10.40.020 will be revised to add the following streets:

- Western Way - City Limit to Harley Knox Boulevard
- Harley Knox Boulevard - I-215 to Redlands Avenue
- Indian Avenue - North City limits to Placentia Avenue
- Redlands Avenue - Harley Knox Boulevard to Rider Street
- Morgan Street - I-215 to Redlands Avenue
- Rider Street - I-215 to Perris Boulevard
- Placentia Avenue - I-215 to Perris Boulevard

The following roadway segments will be deleted from the List of Designated Truck Routes in PMC 10.40.020:

- Perris Boulevard - Harley Knox Boulevard to Case Road
- Evans Road - Ramona Expressway to Placentia Avenue
- Ramona Expressway - I-215 to Eastern City Limits



### ***PMC Text Amendments***

To clarify the regulations and improve enforcement, the following text amendments to PMC Chapter 10.40 are proposed.

***Maximum Vehicle Weight.*** PMC Chapter 10.40 only applies to trucks that exceed a specified vehicle weight. However, the Chapter references vehicles exceeding a maximum weight of *five* tons and vehicles exceeding *three* tons. The proposed amendment clarify that the truck route regulations apply only to vehicles with maximum weights exceeding five tons, which is believed to be the industry standard. In Section 10.40.030(a) and Section 10.40.040 the maximum weight limit will be changed from *three* to *five* tons.

***Officer Discretion.*** As currently written, all violations of the Truck Route Ordinance are misdemeanors. Misdemeanors require fines and certain court proceedings that may not be warranted for all offenses or that are cumbersome and costly to administer. To provide code enforcement and sheriff's officers the flexibility they need to effectively administer the code, the PMC Section 10.40.040 has been revised to allow the officer to decide whether a misdemeanor, infraction, or administrative citation should be issued. This was achieved by eliminating the code requirement that any violation of the code be deemed a misdemeanor and allowing violations to be punishable not just as criminal acts as required in Chapter 1.16, but also as Civil and Administrative Citations as described in Chapters 1.17 and 1.18.

***Use of Responsible Parties Code Provisions.*** Proposed revisions to Section 10.40.040 also allow enforcement officers to use, if necessary, the responsible parties provision defined in PMC Section 1.04.010. This code section has been used in code enforcement cases. When a tenant has not responded to repeated citations, the property owner or business owner may be identified as a responsible party and cited as well. Similarly, if the truck driver does not respond to multiple citations, the officer may invoke the responsible parties' provision and cite the truck owner or shipping company.

### **Perris General Plan Circulation Element Amendments**

#### ***Circulation Element Truck Route Amendments***

To be consistent with the Proposed North Perris Truck Routes, the Designated Truck Routes Map in the General Plan Circulation Element will be amended to add the following streets:

- I-215 - Northwest City Limit to Southwest City Limit
- Harley Knox Boulevard - I-215 to Western Way

The following roadway segments will be removed from the Designated Truck Routes Map in General Plan Circulation Element:

- Perris Boulevard - Harley Knox Boulevard to Case Road
- Ramona Expressway - I-215 to Eastern City Limits

#### ***Circulation Element Text Amendments***

To ensure that the Circulation Element is consistent with the language and standards used in the Perris Municipal Code and the PVCC Specific Plan, the last paragraph of the first column on page 28 will be revised to read:

Exhibit CE-9 shows the designated truck routes within the study area. The designated truck routes are intended to indicate arterial streets, which may be used ~~for truck movement in excess of the weight designated in the City Ordinance for movement through the City by trucks, tractors, trailers, and other vehicles exceeding a maximum gross weight limit of five tons.~~ In accordance with both local and State law, ~~truck movements for the purpose of making deliveries within a city can use the most direct route to the particular delivery location.~~ *trucks or other vehicles with a maximum weight of five tons or more may use restricted streets when necessary for the purpose of*

*making pickups and deliveries of goods, wares, or merchandise from or to any building or structure located on a restricted street or for delivering materials or equipment to be used in repair, alteration, remodeling or construction of any building or structure on a restricted street.*

## **Perris Valley Commerce Center Specific Plan Amendments**

### ***PVCC Specific Plan Truck Route Amendments***

To be consistent with the Proposed North Perris Truck Routes, the Circulation Plan on page 3.0-1, Truck Route Plan on page 3.0-7, and the list of designated truck routes on page 3.0-6 of the Perris Valley Commerce Center Specific Plan will be amended to include I-215 from the Northwest City Limit to Southwest City Limit and remove Perris Boulevard from Harley Knox Boulevard to Case Road. Perris Boulevard, north of Harley Knox Boulevard connects to a City of Moreno Valley truck route and will remain a designated truck in the City of Perris.

### ***PVCC Specific Plan Text Amendments***

The last sentence of the first paragraph on page 3.0-6 shall be revised as shown below. The sentence is no longer necessary with the proposed changes to the Perris Municipal Code, Circulation Element and the Perris Valley Commerce Center Specific Plan.

~~Existing truck routes are identified on Figure 3.0-3 as shown *listed* below. but should be verified with the City's General Plan for the most up-to-date information as some streets may be removed once others have been improved such as Ramona Expressway and Perris Blvd.~~

## **ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS:**

An Initial Study/Negative Declaration No. 2364 was prepared to analyze the potential impacts of the proposed project including, Ordinance Amendment 21-05223, General Plan Amendment 21-05224, and Specific Plan Amendment 21-05225 (Attachment 6). The Initial Study found that the project does not have the potential to significantly impact the environment, and a Negative Declaration was prepared. The Initial Study/Negative Declaration was circulated for a 20-Day public between October 13, 2021 and November 2, 2021.

## **AIRPORT LAND USE COMMISSION:**

As required for all amendments to either a General Plan or Specific Plan, an application for a Major Land Use Review was submitted to the Riverside County Airport Land Use Commission (ALUC). The project will not result in any changes to development standards or zoning and land use designations that would increase residential density and will not increase non-residential intensity that would exceed Airport Land Use Compatibility Plan criteria. The ALUC determined that the proposed project would not impact the safety of air navigation within the March Air Reserve Base/Inland Port Airport and the Perris Valley Airport Influence Areas. As a result, Ordinance Amendment 21-05223, General Plan Amendment 21-05224, and Specific Plan Amendment 21-05225 were found to be consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan and the Perris Valley Airport Land Use Compatibility Plan. (Attachment 5 – Riverside Airport Land Use Commission letter dated November 4, 2021)

## **RIVERSIDE COUNTY CONCERNS**

On Tuesday, December 7<sup>th</sup>, City staff was contacted by Thomas C. Ketchem, Director of Land Development for Riverside County 1<sup>st</sup> Supervisor Kevin Jeffries. Mr. Ketchem was concerned that the North Perris Truck Routes Plan identified Ramona Expressway west of I-215 and Harvill Avenue as truck routes. Although outside the City Limits, the streets are within the Perris Sphere of Influence and designated as Truck Routes in the Perris General Plan Circulation Element and the PVCC Specific Plan.

These designations appear to be based on Riverside County Code Section 10.32.030(I)(1)(d) which lists Harvill Avenue as an Alternate Route Truck Route.

Mr. Ketchem indicated that he would be forwarding the Perris Draft Truck Route Ordinance to County Transportation staff for input. At the time this report was prepared, the City has not been contacted by County Transportation staff.

**RECOMMENDATION:**

To implement the North Perris Truck Routes Plan, the Planning Commission recommended City adopt Initial Study/Negative Declaration 2364, Ordinance Amendment 21-05223, General Plan Amendment 21-05224 and Specific Plan Amendment 21-05225.

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**BUDGET (or FISCAL) IMPACT:** Cost for staff preparation of this item is covered by the 2021-2022 Budget.

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Prepared by: Candida Neal, Planning Consultant

**REVIEWED BY:** Kenneth Phung, Director of Development Services

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

- Attachments:
1. City Council Ordinance No. (next in order) adopting Ordinance Amendment 21-05223 amending PMC Chapter 10.40 – Truck Routes
  2. City Council Ordinance No. (next in order) adopting Specific Plan Amendment 21-05225 Perris Valley Commerce Center Specific Plan  
Exhibit 1 – Perris Valley Commerce Center Specific Plan  
Circulation Element Map  
Exhibit 2 – Perris Valley Commerce Center Specific Plan  
Designated Truck Routes Map  
Exhibit 3 – Perris Valley Commerce Center Specific Plan  
Section 3.2.2 Truck Circulation
  3. City Council Resolution No. (next in order) adopting General Plan Amendment 21-05224 amending General Plan Circulation Element – Truck Routes  
Exhibit 1 – General Plan Circulation Element Designated Truck Routes Map
  4. Proposed North Perris Truck Routes Map
  5. Letter from Riverside County Airport Land Use Commission dated November 4, 2021
  6. Draft Initial Study/Negative Declaration for the City of Perris Proposed Truck Routes found at:  
<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-292>
  7. DC Submittal Report dated November 17, 2021 - Due to the size of the document, only the staff report is included as a hard copy. The entire staff report package is available online at:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-292>

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