



*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, September 12, 2023

6:30 P.M.

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

CLOSED SESSION: 5:45 P.M.

ROLL CALL:

Rogers, Nava, Corona, Rabb, Vargas

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

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

Property: APN(s): 310-140-029, 310-140-028, 310-
140-027

City Negotiator: Clara Miramontes, City Manager

Negotiating Parties: Eiffel Tower Developments, LLC

Under Negotiation: Price and terms of payment

C. Conference with Legal Counsel – Existing Litigation – Government
Code Section 54956.9(d)(1); 5 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

4. City of Perris v. City of Menifee, et al CVR12303456

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

2. **ROLL CALL:**

Rogers, Nava, Corona, Rabb, Vargas

3. **INVOCATION:**

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

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rogers 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 to Alejandra Casas for her accomplishments in softball.

B. Presentation to Tianna Clark, Miss California USA 2023.

C. Update regarding the I-215/Harley Knox Interchange Improvements.

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 Special Joint Meeting held on August 29, 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.

B. Consideration to approve the minutes of the Regular Joint Meeting held on August 29, 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 Adopt the Second Reading of Proposed Ordinance Number 1433 to Amend the Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet Ordinance Number 1423.

The Second Reading of Proposed Ordinance Number 1433 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

- B. Consideration to approve the purchase of four (4) Chevrolet 2500 Trucks, one (1) 3-yard Dump Truck, and one (1) Skip Loader for the Public Works Department.
- C. Consideration to award a Contract to Carahsoft for a 48-month Lease for Installation and Implementation of Zoom for Cloud Phone System.
- D. Consideration to approve Final Parcel Map 23-05168 (FPM 37998)-Final Approval of Parcel Map No. 37998 to subdivide 221.9 acres into three (3) parcels and nine (9) letter lots to facilitate the construction of three industrial warehouse buildings, a detention basin, and related right of way dedications, and a conservation area generally located at the northeast corner of Redlands Avenue and Ellis Avenue, and west of the I-215 Freeway. (Applicant: Thienes Engineering, on behalf of IDIL Perris North 3, LP)
- E. Consideration to approve Final Tract Map for Tract 36647 (FTM 22-05178) and Subdivision Improvement Agreement and Sureties-Final Approval of Tentative Tract Map No. 36647 to subdivide 54.8 acres into 90 single-family residential lots, lettered lots A and B, and a 30.7-acre detention basin, located at the northwest corner of Ramona Expressway and Evans Road. (Applicant: Matt Matson, Pulte Group Home Company LLC)

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 of Continuance of this item to the September 26, 2023 City Council Meeting-Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 - A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torstvet, Patterson Limited Partnership. *-This item was continued from the August 29, 2023 City Council Meeting*

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Number (next in order) denying Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 – A proposal to rezone 15.6-acre from Commercial Zone to Light Industrial Zone to facilitate the development of a 347,918 square-foot industrial building located on the southwest corner of Ramona Expressway between Indian Avenue and Perris Boulevard. (Applicant: PR Partners, LLC) *-This item was continued from the August 29, 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, DENYING SPECIFIC PLAN AMENDMENT 19-05287 AND DEVELOPMENT PLAN REVIEW 19-00012 FOR THE PROPOSED REZONING OF 15.6 ACRES FROM COMMERCIAL TO LIGHT INDUSTRIAL TO FACILITATE THE DEVELOPMENT OF A 347,918 SQUARE FOOT INDUSTRIAL BUILDING LOCATED AT THE SOUTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, SUBJECT TO THE FINDINGS CONTAINED HEREIN

OR;

Consideration to adopt Proposed Resolution Number (next in order) certifying the Environmental Impact Report (SCH: 2021050021; adopting the Mitigation Monitoring and Reporting Program, the Findings of Fact and approving Alternative 2 for Development Plan Review 19-00012 –and; Introduce the First Reading of Proposed Ordinance Number (next in order) approving Specific Plan Amendment 19-05287 to change the zone of 13.6 acres of a 15.6 acre site from Commercial (C) Zone to Light Industrial (LI) Zone within the Perris Valley Commerce Center Specific Plan (PVCCSP).

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, CERTIFYING AND ADOPTING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE #2021050021), AND THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING DEVELOPMENT PLAN REVIEW 19-00012, TO FACILITATE THE DEVELOPMENT OF A 304,572 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE ON 13.66 ACRES AND, BASED UPON FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM

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 19-05287 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 13.6 ACRES FROM COMMERCIAL (C) TO LIGHT INDUSTRIAL (LI) TO FACILITATE THE DEVELOPMENT OF A 304,572 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE BUILDING, LOCATED ON THE SOUTHEAST CORNER OF RAMONA EXPRESSWAY INDIAN AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF.

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 Purchase a Commercial Drone.

Introduced by: Deputy City Manager Ernie Reyna

PUBLIC COMMENT

B. Consideration to Receive and File the report regarding the Perris Historic Theater Restoration Project, located at 279 South D Street. (APN 313-093-006)

Introduced by: Director of Economic Development and Housing Michele Ogawa

PUBLIC COMMENT

C. Consideration to Review and Provide Recommendations regarding Fiscal Year 2023-24 Draft Capital Improvement Program Budget Workshop.

Introduced by: Director of Finance Matthew Schenk

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: September 12, 2023

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council Meeting held on August 29, 2023.

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager *WB*
Deputy City Manager *ER*

Attachments: 1. Minutes-August 29, 2023-Special Joint City Council Meeting

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

ATTACHMENT 1

Minutes-August 29, 2023 Special Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: August 29, 2023

05:15 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 5:15 P.M.

Mayor Vargas called the Special City Council meeting to order at 5:17 p.m.

2. ROLL CALL:

Present: Rabb, Rogers, Nava, Corona, Vargas

Staff Member's present: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Director of Finance Schenk, City Engineer Pourkazemi, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

4. BUSINESS ITEM:

A. Beautification Committee Appointments

This item was introduced by Assistant City Manager Wendell Bugtai and turned over to Code Enforcement Manager Robert Trejo for the presentation.

**The Mayor called on the following applicants to speak:
Melissa Barnes**

Alex Marin

**The following Councilmember spoke:
Corona**

Maria McClendon

Phebe Pang

Tamika Simmons

The following Councilmember spoke:

Vargas

Patty Smith

Michael Steele

The Mayor requested that City Clerk Salazar distribute the ballots to each Councilmember and asked that they vote for 3.

City Attorney Khuu then tallied the votes and announced the following:

Melissa Barnes-4 votes

Alex Marin-4 votes

Maria McClendon-2 votes

Phebe Pang-0 votes

Tamika Simmons-4 Votes

Patty Smith-0 votes

Michael Steele-1 vote

Mayor Vargas announced his request to appoint the following applicants to the Beautification Committee:

Melissa Barnes

Alex Marin

Tamika Simmons

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve the Mayor's appointment of Melissa Barnes, Alex Marin and Tamika Simmons to the Beautification Committee

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

NOES:

ABSENT:

ABSTAIN:

5. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 5:45 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



9.B.

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council Meeting held on August 29, 2023.

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____

Assistant City Manager 

Deputy City Manager 

Attachments: 1. Minutes-August 29, 2023-Regular Joint City Council Meeting

Consent:

Public Hearing:

Business Item:

Presentation:

Other: Approval of Minutes

ATTACHMENT 1

Minutes-August 29, 2023 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: August 29, 2023

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:49 p.m.

ROLL CALL

Present: Rabb, Rogers, Nava, Corona, Vargas

Staff Member's present:

All Items: City Manager Miramontes, Assistant City Manager Bugtai, Deputy City Manager Reyna, City Attorney Khuu, Director of Administrative Services Amozgar

Item 1: Attorney Jared Bryan (ERMA), Deputy City Attorney Colin Tanner, Deputy City Attorney John Fox, Deputy City Attorney Sarah Locklin

Items 2-5: City Engineer John Pourkazemi and Director of Development Services Kenneth Phung

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 5 cases:

1. Isabel Carlos v. City of Perris CVR12201814
2. City of Menifee v. City of Perris CVRI2203040
3. Panattoni Development Company, Inc. v. City of Perris CVRI2203028
4. Cado Menifee, LLC v. City of Perris CVR12203602
5. City of Perris v. City of Menifee, et al CVR12303456

The City Council adjourned to Closed Session at 5:50 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:52 p.m.

2. ROLL CALL: _____

Present: Rabb, Rogers, Nava, Corona, Vargas

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

3. INVOCATION:

Pastor Joe Sabolick
New Creation Church
57 Business Park Dr. Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb 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, but that no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Recognition of the Junior Master Gardeners.

B. City of Perris Employee of the Quarter Recognition for Second Quarter of 2023.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

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

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

**The following people spoke at Public Comment:
Katie McClendon**

Dario Rodriguez

Aurelio Correa

Julio Reyes

Julio Reyes Sr.

Edson Garfias

Jayeah Matute

Nayeli Sanchez

Claire Cocolletzi

Ashley Delgadillo Torres

Federico Guerra

Francisco Solis

Mayra Brito

Raul Valdez

Victor Arreola

Armando Hurtado

Steve Macias

Martha Maya

Gaby Reyes

Benjamin Orozco

Maria Matias

Fernando Gonzalez

Rosa Guzman

Maria Camargo

Carlos Pirz

9. APPROVAL OF MINUTES:

- A. Approved the minutes of the Regular Joint Meeting held on July 25, 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 Marisela Nava, seconded by Rita Rogers to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Approved the minutes of the Special Joint Meeting held on August 22, 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: David Starr Rabb, Rita Rogers, Marisela Nava, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. CONSENT CALENDAR:

City Attorney Khuu noted that the Brown Act requires oral reporting regarding Item 10.I.-Amendment No. 1 to the City Manager's contract. He reported that if approved it would increase the City Manager's salary by 6% to \$292,613.00.

Councilmember Rabb requested that Item 10.K. be pulled for comments.

Mayor Pro Tem Nava requested that Item 10.A. be pulled for a separate vote.

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

- A. Adopted the Second Reading of Proposed Ordinance Number 1431 approving Specific Plan Amendment (SPA) 21-05173 a proposal to facilitate the construction of a truck terminal facility on 8.3 acres located at the northeast corner of Perris Boulevard and Markham Street. (Applicant: Bobby Nassir, Truck Terminal Properties, LLC)

The Second Reading of Ordinance Number 1431 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT 22-05173 TO REZONE 8.3 ACRES FROM BUSINESS PARK OFFICE (BP0) TO LIGHT INDUSTRIAL (LI) TO FACILITATE THE CONSTRUCTION AND OPERATION OF TRUCK AND TRAILER STORAGE FACILITY LOCATED AT THE NORTHEAST CORNER OF PERRIS BOULEVARD AND MARKHAM STREET, WITHIN THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN, BASED ON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL

Mayor Pro Tem Nava requested that this item be pulled for a separate vote.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Second Reading of Ordinance Number 1431, as presented.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Marisela Nava, Malcolm Corona

ABSENT:

ABSTAIN:

- B. Adopted the Second Reading of Ordinance Number 1430 Authorizing the Levy of Special Tax within Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (“CFD 2022-2”). CFD 2022-2 is intended to be developed into Perris North and Perris South. Perris North is located to the north of Ellis Avenue and east of Redlands Avenue and Perris South is located south of Mapes Road and east of South A Street.

The Second Reading of Ordinance Number 1430 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN SAID DISTRICT

- C. Adopted the Second Reading of Ordinance Number 1432 Approving a Five-Year Schedule of Water Rate and Charge Increases.

The Second Reading of Ordinance Number 1432 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A 5-YEAR SCHEDULE OF INCREASES IN WATER SERVICE RATES AND CHARGES

- D. Adopted Resolution Numbers 6228, 6229 and 6230 regarding annexation of DPR 19-00016 to Maintenance District No. 84-1. DPR 19-00016 is located at the southeast corner of Rider Street & Redlands Avenue. (APN: 300-210-001) (Owner: First Industrial)

Resolution Number 6228 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 DPR 19-00016 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6229 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 DPR 19-00016 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 6230 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 DPR 19-00016 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 NOVEMBER 14, 2023

- E. Adopted Resolution Numbers 6231, 6232 and 6233 regarding annexation of DPR 19-00016 to Landscape Maintenance District No.1. DPR 19-00016 is located at the southeast corner of Rider Street & Redlands Avenue. (APN: 300-210-001) (Owner: First Industrial).

Resolution Number 6231 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 172 DPR 19-00016 TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6232 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 DPR 19-00016 TO BENEFIT ZONE 172, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 6233 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 172, 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 172, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 19-00016 TO BENEFIT ZONE 172, 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 NOVEMBER 14, 2023

- F. Adopted Resolution Number 6234 regarding annexation of DPR 19-00016 to Flood Control Maintenance District No. 1. DPR 19-00016 is located at the southeast corner of Rider Street & Redlands Avenue. (APN: 300-210-001) (Owner: First Industrial)

Resolution Number 6234 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 DPR 19-00016 TO BENEFIT ZONE 137, 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 NOVEMBER 14, 2023

- G. Approved a Local Street Closure on Redlands Avenue, south of E. Rider Street, for installation of a sewer line, for a period of 30 days beginning on September 4, 2023.
- H. Consented to the Assignment & Assumption Agreement of the West Basin Deposit, Grading and Maintenance Agreement from IDIL Stratford Ranch Investors, LLC to Pulte Home Company, LLC, for the basin located at the northwest corner of Ramona Expressway and the Perris Valley Storm Drain.
- I. Approved Amendment No, 1 to the City Manager Employment Agreement and adopted Resolution Number 6235 Updating the City's Salary Range Placement Schedule.

Resolution Number 6235 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, UPDATING ITS SALARY RANGE PLACEMENT SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

- J. Awarded a Contract to Laura Sosa, Independent Contractor, for Professional Fitness Services.
- K. Awarded a Contract to Oaktree Design and Build, Inc. for design and installation services of the Cesar E. Chavez Bronze Sculpture Project located at the Cesar E. Chavez Library, 163 E. San Jacinto Avenue, Perris, CA 92570.

Councilmember Rabb requested that this item be pulled for comments.

The following Councilmembers spoke:

**Rabb
Vargas**

**Corona
Nava**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Rita Rogers to Approve noting that the item is to be reviewed by the Parks and Recreation Committee regarding the items brought up in discussion.

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

NOES:

ABSENT:

ABSTAIN:

- L. Approved the Lease Agreement Renewal for the property located at 129 East 10th Street, Perris, CA 92570 APN 313-272-005.
- M. Approved the Third Amendment to Lease Agreement with Grove Community Church and the Second Amendment to Lease Agreement with Love 4 Life Association for the property located at 11 S. D Street, Perris, CA 92570 APN: 310-091-001.
- N. Approved a Professional Services Contract Agreement with TDA Consulting, Inc for preparation of the 2024-2029 Community Development Block Grant (CDBG) Consolidated Plan and Analysis of Impediments to Fair Housing Choice.
- O. Approved an Amendment to Contract Services Agreement with Jacob Green & Associates.
- P. Approved the Plans and Specifications for the Storm Drain System Maintenance, Inspections and Related Services (Specification #FCD 1-2023-24-01) and awarded contracts to Downstream Services, Inc for the north side storm drain system and Ocean Blue Environmental Services, Inc. for the south side storm drain system.
- Q. Approved the City's Check Register for the month of July 2023.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the Consent Calendar, with the exception of Items 10.A. and 10.K., as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 6236, 6237 and 6238 regarding annexation of DPR 21-00003 to the City's Maintenance Districts. DPR 21-00003 is located on Redlands Avenue and Rider Street. (APN: 300-250-007 and 300-250-008) (Owner: Rider Realty Partners, LLC

Resolution Number 6236 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 21-00003 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 2023-2024

Resolution Number 6237 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 21-00003 TO BENEFIT ZONE 171, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Resolution Number 6238 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 21-00003 TO BENEFIT ZONE 136, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2023-2024

Councilmember Rabb left the City Council Chambers at 8:37 p.m. and returned at 8:38 p.m.

Dulce Diaz, Willdan Financial, gave the presentation on this

item.

The Mayor opened the Public Hearing at 8:38 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 8:38 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 6236, 6237 and 6238, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 6239 and 62440 regarding annexation of DPR 21-00003 to CFD 2001-3 (North Perris Public Safety District)-Annexation No. 57. DPR 21-00003-Industrial Building, is located on Redlands Avenue and Rider Street. (APN(s): 300-250-007 and 300-250-008).(Owner(s): Rider Realty Partners, LLC)

Resolution Number 6239 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. 57 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 57

Resolution Number 6240 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. 57 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 57 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 8:41 p.m. There was no

Public Comment.**The Mayor closed the Public Hearing at 8:42 p.m.**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6239, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6240, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Resolution Numbers 6241 and 6242 regarding annexation of DPR 21-00003 to CFD 2018-02 (Public Services District)-Annexation No. 19. DPR 21-00003-Industrial Building, is located on Redlands Avenue and Rider Street. (APN(s): 300-250-007 and 300-250-008) (Owner(s): Rider Realty Partners, LLC).

Resolution Number 6241 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. 19 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 19

Resolution Number 6242 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. 19 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX

WITHIN THE AREA OF ANNEXATION NO. 19 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

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

Mayor Pro Tem Nava left the City Council Chambers at 8:44 p.m. and returned at 8:45 p.m.

The Mayor opened the Public Hearing at 8:44 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 8:45 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6241, as presented.

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

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the Ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 6242, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Introduced the First Reading of Ordinance Amendment Number 1433 to amend Chapter 7.50 of the Perris Municipal Code Requiring Commercial Establishments with Groceries Larger than 2,500 square feet to Provide Healthy Food and Beverage Items as the "Default" Option at Checkout Aisles.-This item was continued from the July 25, 2023 City Council Meeting.

The First Reading of Ordinance Number 1433 is entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50-HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20-DEFINITIONS, SECTION 7.50.030-HEALTHY

**CHECKOUT OPTIONS, SECTION 7.50.040-ENFORCEMENT,
AND SECTION 7.50.060-EFFECTIVE DATE**

Councilmember Rogers left the City Council Chambers at 8:48 p.m. and returned at 8:50 p.m.

This item was introduced by Director of Community Services Sabrina Chavez and turned over to Recreation and Public Services Manager Crystal Lopez for the presentation.

The Mayor opened the Public Hearing at 8:56 p.m. The following people spoke at Public Comment:

Tim James

Monica Sabedo Guerrero

The Mayor closed the Public Hearing at 9:02 p.m.

The following Councilmember's spoke:

Corona

**Rabb
Vargas**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the First Reading of Ordinance Number 1433, as presented, bringing the item back for a progress report in June 2024.

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

NOES:

ABSENT:

ABSTAIN:

- E. **This item was continued until September 12, 2023-Consideration to adopt Proposed Resolution Numbers (next in order) and Introduce the First Reading of Proposed Ordinance Number (next in order) regarding Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 – A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership. 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, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2022010274) RELATING TO SPECIFIC PLAN AMENDMENT 21-05267, TENTATIVE PARCEL MAP 21-05086 (TPM 38259), AND DEVELOPMENT PLAN REVIEW (DPR 21-00005) TO AMEND THE CIRCULATION PLAN OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN FOR THE REMOVAL OF TWO EXISTING PAPER STREETS TO FACILITATE THE CONSTRUCTION OF A 764,753-SQUARE-FOOT WAREHOUSE FACILITY ON A 35.63 ACRE SITE, LOCATED SOUTH OF HARLEY KNOX BOULEVARD BETWEEN PATTERSON AND NEVADA AVENUES, SUBJECT TO CONDITIONS OF APPROVAL AND BASED UPON THE FINDINGS NOTED HEREIN

Director of Development Services Kenneth Phung introduced the item and noted that a number of comment letters had been received regarding the project and the applicant was requesting a continuance until the September 12, 2023 City Council meeting in order to review the letters received.

The Mayor opened the Public Hearing at 9:12 p.m. The following people spoke:

Robert Ramos

Erik Chavez

John Sisley

Amy Smith

Godfrey Wachira

Kelilah Feverman

DJ Ariano

Bill Smith

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Continue this item until the September 12, 2023 City Council meeting.

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

NOES:

ABSENT:

ABSTAIN:

- F. **This item was continued until September 12, 2023-Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 – This item was continued from the July 26, 2022 City Council Meeting.**

A proposal to consider the following entitlements to facilitate the construction of a 304,572 square-foot industrial building and two commercial buildings totaling 6,960 square-feet on a 15.6-acre site located on the south side of Ramona Expressway between Indian Avenue and Perris Boulevard: 1) Specific Plan Amendment to change the zone of 13.6 acres from the Commercial (C) Zone to Light Industrial (LI) Zone within the Perris Valley Commerce Center Specific Plan (PVCCSP); and 2) Development Plan Review for the site plan and building elevations approval. Applicant: PR Partners, LLC

The Applicant has requested a continuance of this item until the September 12, 2023, City Council meeting.

Introduced by: Director of Development Services Kenneth Phung

Mayor Vargas noted that there was a request to continue this item until September 12, 2023.

Director of Development Services Kenneth Phung added that the applicant has agreed to the continuance.

The Mayor opened the Public Hearing at 9:21 p.m. There was no Public Comment.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Nava to Continue this item until the September 12, 2023 City Council meeting.

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

NOES:

ABSENT:

ABSTAIN:

12. **BUSINESS ITEMS:**

There were no Business items.

13. **COUNCIL COMMUNICATIONS:**

The following Councilmember's spoke:

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 9:28 p.m. in memory of Cal Fire Captain Tim Rodriguez, Cal Fire Assistant Chief Josh Bischof and Contract Pilot Tony Sousa who lost their lives in the line of duty on August 6, 2023 and in memory of City of Perris residents Oscar Mancillas and Edgar Garcia who passed away as the result of a traffic accident on August 12, 2023.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Second Reading of Ordinance No. 1433 to Amend the Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet Ordinance No. 1423

REQUESTED ACTION: That the City Council Adopt Second Reading of Ordinance No. 1433:

AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On August 29, 2023, the City Council approved the First Reading of Ordinance Number 1433 (“Ordinance”) to amend the Healthy Options at Checkout Ordinance Number 1423, requiring commercial establishments with groceries larger than 2,500 square feet (“commercial establishments with groceries”) to provide healthy food and beverage items as the “default” option at checkout aisles. The amended Ordinance Number 1433 would require that Perris commercial establishments with groceries provide healthy food and beverage items as the “default” option at checkout aisles in accordance with the latest Ordinance updates (see Attachment 1).

Further, there are no changes being proposed to the implementation procedure of a self-certification form and the Ordinance’s requirements would continue to be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18. To aide in the implementation process, city staff will: (1) host a meeting to review the proposed updates; (2) be available to meet with businesses in-person to provide additional assistance on qualifying food and beverage items per the Ordinance requirements; and (3) the city will recognize commercial establishments in compliance with the Ordinance.

The Healthy Options at Checkout Campaign aligns with the City's General Plan Healthy Community Element, the Live Well Perris campaign and Healthy Eating and Active Living Campaign and resolution, to further support and promote healthier lifestyles for Perris residents. The Ordinance would not prohibit a commercial establishment's ability to sell, or a consumer's ability to purchase, food or beverage items exceeding the nutritional guidelines required by the Ordinance.

Staff recommends that the City Council adopt Ordinance 1433 establishing commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the "default" option at checkout aisles. Upon adoption, the Ordinance will be effective on January 1, 2024.

BUDGET (or FISCAL) IMPACT:

If Ordinance Number 1433 is adopted, the Healthy Options at Checkout Ordinance will utilize existing staff resources, therefore, there is no impact at this time.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

Attachments:

1. Ordinance Amendment
2. August 29, 2023 City Council Staff Report
3. Items Distributed to City Council, August 29, 2023

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 1:
Ordinance Amendment

ORDINANCE NO. 1433

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

WHEREAS, an important goal of the City of Perris (“City”) is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

WHEREAS, according to a study conducted by the United States Department of Agriculture (“USDA”), over 60 percent of households utilized “large grocery stores or supermarkets” as their primary source for food purchases. According to the USDA, such stores are essential to consumers as they provide a large array of healthy and affordable food options in comparison to smaller or specialty stores; and

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers’ efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, on February 14, 2023, the City Council adopted Ordinance No. 1423 adding Chapter 7.50 to Title 7 of the Perris Municipal Code (“Chapter 7.50”) to require commercial establishments with groceries larger than 2,500 square feet to offer healthy food and beverage items at checkout aisles, as specified; and

WHEREAS, on March 23, 2023, and May 11, 2023, the City hosted workshops with commercial establishments with groceries larger than 2,500 square feet regarding the new requirements and has received other inquiries related to the food and beverage options required under Chapter 7.50; and

WHEREAS, the City met with local organizations including those that represent local supermarkets to discuss inquiries received by the City in order to address concerns of such organizations while still achieving the City's goals for the Ordinance; and

WHEREAS, the City Council now desires to amend sections of Chapter 7.50 to better address local concerns and clarify the requirements related to food and beverage options to be provided at checkout aisles.

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

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. Amendment to PMC Section 7.50.020 – Definitions. Perris Municipal Code Section 7.50.020 shall be amended to read in its entirety as follows:

“For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment, but not including small businesses as defined in this Chapter.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.”

Section 3. Amendment to PMC Section 7.50.030 – Healthy Checkout Options. Perris Municipal Code Section 7.50.030 shall be amended to read in its entirety as follows:

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:

1. Water, including carbonated water with no added caloric sweeteners;
 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twenty (20) fluid ounces;
 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twenty (20) fluid ounces; or
 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 2. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars;
 3. No more than two hundred (200) milligrams of sodium; and
 4. Meet at least one of the following standards or have the first ingredient on the ingredients list be:
 - i. sugar-free chewing gum or mint; or
 - ii. fruits or vegetables; or
 - iii. nuts, seeds, or legumes; or
 - iv. whole grains; or
 - v. low-fat or fat-free dairy.

The requirements of subsections 1 through 3 of this Section shall not apply to fruits, vegetables, nuts, seeds, and legumes.

Section 4. Amendment to PMC Section 7.50.040 – Enforcement. Perris Municipal Code Section 7.50.040 shall be retitled and amended to read in its entirety as follows:

“Sec. 7.50.040 – Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Chapter, including, but not limited to, fees for re-inspection.

- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Any business that is not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law."

Section 5. Amendment to PMC Section 7.50.060 – Effective Date. Perris Municipal Code Section 7.50.060 shall be retitled and amended to read in its entirety as follows:

"Sec. 7.50.060 – Operative Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force January 1, 2024."

Section 6. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City's rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 8. Effective Date. The Ordinance shall take effect on the thirtieth (30th) day after the day of its adoption.

Section 9. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this __ day of _____, 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, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar

CHAPTER 7.50. HEALTHY OPTIONS AT CHECKOUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 – Healthy Checkout Options.

7.50.040 – Enforcement and Voluntary Compliance.

7.50.050 – Violation—Penalty.

7.50.060 – ~~Effective~~Operative Date.

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53 percent of adult residents were diagnosed with pre-diabetes or diabetes. The purpose of this chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within ~~six feet of any register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase.~~ a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment, but not including small businesses as defined in this Chapter.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.

D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with ~~five~~⁵ employees or fewer.

7.50.030 Healthy Checkout Options

A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:

1. Water, including carbonated water with no added caloric sweeteners;
2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than ~~twelve~~ ⁽⁺²twenty (20) fluid ounces;
5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than ~~twelve~~ ⁽⁺²twenty (20) fluid ounces; or
Low-calorie beverages that have no more than forty (40) calories per container.

B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:

1. No more than two hundred (200) calories;
2. ~~No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;~~
3. ~~No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;~~
4. ~~Zero grams of trans fat;~~
5. ~~No more than thirty-five percent (35%) of calories (or ten grams) from total sugars; with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;~~
6. 3. No more than two hundred (200) milligrams of sodium; and

~~7.4. Meet at least one of the following standards or have the first ingredient on the ingredients list be:~~

- ~~i. Consist of sugar-free chewing gum;~~
- ~~ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;~~
- ~~iii.i. Contain one ounce of nuts~~mint~~; or seeds or one tablespoon of nut butter;~~
- ~~iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or~~
- ~~v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).~~

- ii. fruits or vegetables; or
- iii. nuts, seeds, or legumes; or
- iv. whole grains; or
- v. low-fat or fat-free dairy.

The requirements of subsections 1 through 3 of this Section shall not apply to fruits, vegetables, nuts, seeds, and legumes.

7.50.040 Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this ~~Ordinance~~Chapter, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
~~Commercial establishments with groceries that are 2,500 square feet or smaller may be subject to this Chapter on a voluntary basis.~~
- C. Any business that is not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

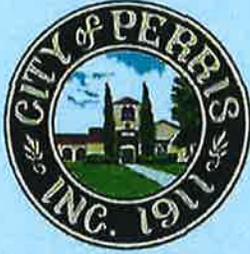
7.50.060 EffectiveOperative **Date.**

This Chapter and the legal requirements set forth herein shall take effect and be in force ~~July~~January 1, ~~2023~~2024.



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 2:
August 29, 2023 City Council
Staff Report



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: August 29, 2023

SUBJECT: Ordinance Amendment to Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet Ordinance Number 1423.

REQUESTED ACTION: Consideration to Introduce First Reading of Ordinance Number (next in order) to Amend Chapter 7.50 of the Perris Municipal Code Requiring Commercial Establishments with Groceries Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the “Default” Option at Checkout Aisles, which is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

The Ordinance amendment is a continuance from the July 25, 2023, City Council meeting, where city staff proposed amendments to be made to Ordinance Number 1423, adopted by City Council on February 14, 2023, based on feedback received by local businesses and the California Grocers Association (see Attachment 1 for staff report). Ordinance Number 1423 requires commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the default option at checkout aisles.

At the July 25, 2023 meeting, public comments from Stater Bros Market and California Grocer Association expressed concerns regarding the Ordinance amendment and its respective requirements. As a result, the City Council directed city staff to continue the discussion with California Grocers Association and inquiring businesses regarding the proposed amendments to the Ordinance. On August 17, 2023, Mayor Pro Tem Marisela Nava, Councilmember Malcolm Corona and city staff met with California Grocers Association and Stater Bros Market

representatives to introduce an additional amendment the Ordinance that would address their concerns regarding nuts. The additional amendment would exempt nuts, seeds, and legumes from the following food requirements in the Ordinance: (1) two hundred (200) calorie requirement per package; (2) thirty-five (35%) of calories (or ten grams) from total sugars per package; and (3) two hundred (200) milligrams of sodium per package.

Stater Bros Market is supportive of the added exemptions recommended by city staff; however, concerns were expressed regarding the Ordinance’s inapplicability to all commercial establishments. In addition, staff is recommending that the legal requirements of the Ordinance now take effect on January 1, 2024, providing sufficient time for compliance.

To further aide businesses in the implementation process, City staff also recommends the following: (1) City staff will host a meeting to review the proposed updates, if adopted; (2) City staff will be available to meet with businesses in-person to provide additional assistance on qualifying food and beverage items per the Ordinance requirements; and (3) the City will recognize commercial establishments in compliance with the Ordinance.

The table below summarizes the changes requested by CGA and staff’s recommended changes to the ordinance:

CGA Requested Changes March 22, 2023		City Staff Recommendations
1	Revise the total fat and saturated fat exemptions for nuts and seeds to remove fat requirements.	Agree with change to remove all fat requirements.
2	Revise the food group requirements for all categories to be measured based on a fruit, vegetable, low-fat/fat-free dairy, nuts, seeds, cheese or whole grains as the first ingredient.	Agree to: <ul style="list-style-type: none"> • Simplify the food group requirements and require the food groups to be listed as the first ingredient in the ingredients list. • Add “mints” and “legumes” as items per Healthy Checkout Campaign.
3	Revise the Ordinance to give at least 12 months from ordinance adoption for retailers to comply with.	Agree to a new implementation date, effective January 1, 2024.
4	Remove total fat limits.	Agree to remove total fat limits.
5	Amend the checkout area covered by the Ordinance from six feet from any register to three feet, consistent with the radius the City of Berkeley adopted in their similar ordinance.	Recommend no change to the six (6) feet radius restriction from any register but recommend removing any additional area where customers are directed to wait in line.
CGA Requested Changes May 24, 2023		City Staff Recommendations
6	Adjust fruit and vegetables juice size permitted from 12 ounces to 20 ounces.	Agree to adjust the fruit and vegetables juice size to 20 fluid ounces.
7	Only require 50% of covered sales space to be in compliance with standards.	Recommend no change.
8	Include all food retailers, such as Minimarts,	Recommend no change.

	not just those with groceries.	
9	Adjustment of standards from per package to per serving.	Recommend no change.
CGA Additional Comments July 11, 2023		City Staff Recommendations
10	The 6 foot radius would mean upwards of 1,500 sq ft of restricted space dotted throughout the store at locations like delis, bakeries and front of store checkout stands.	Recommend to add language to further clarify “checkout area” and exclude registers not located in the “primary checkout area,” typically found at the front of the store, excluding registers at bakeries, delis, garden outdoor area or electronic areas.
Stater Bros Market Comments July 25, 2023		City Staff Recommendations
11	Adjustments to requirements for nuts	Recommend to add language that would exempt nuts, seeds, and legumes from the following food requirements: i. Two hundred (200) calorie requirement per package; ii. Thirty-five (35%) of calories (or ten grams) from total sugars per package; iii. Two hundred (200) milligrams of sodium per package.

Staff met with Center for Science in the Public Interest (“CSPI”), a consumer and policy advocacy non-profit organization, who worked with City of Berkeley on their Healthy Checkout Ordinance and leads the Healthy Options at Checkout Campaign (“Campaign”) throughout California to further examine the aforementioned requests by CGA to ensure they align with the campaign. The recommended changes by staff remain aligned with the campaign and are supported by Public Health Advocates and CSPI.

The Healthy Options at Checkout Campaign aligns with the City’s General Plan Healthy Community Element, the Live Well Perris campaign and Healthy Eating and Active Living Campaign and resolution, to further support and promote healthier lifestyles for Perris residents. Further, there are no changes being proposed to the implementation procedure of a self-certification form and the Ordinance’s requirements would continue to be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18.

Staff recommends that the City Council hold a public hearing to introduce the first reading of Ordinance Number (next in order) amending Perris Municipal Code Chapter 7.50 – Healthy Options at Checkout specifically Section 7.50.20 - Definitions, Section 7.50.030 - Healthy Checkout Options, Section 7.50.040 – Enforcement, and Section 7.50.060 - Effective Date (see Attachment 2 for draft ordinance amendment).

BUDGET (or FISCAL) IMPACT:

If Ordinance Number (next in order) is adopted, the Healthy Options at Checkout Ordinance will utilize existing staff resources, therefore, there is no impact at this time.

Prepared by: Crystal Lopez, Recreation and Public Services Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Deputy City Manager _____

Attachments:

1. July 25, 2023 Staff Report
2. Draft Ordinance Amendment

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 1:
July 25, 2023 Staff
Report**



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: July 25, 2023

SUBJECT: Ordinance Amendment to Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet Ordinance Number 1423.

REQUESTED ACTION: Consideration to Introduce First Reading of Ordinance Number (next in order) to Amend Chapter 7.50 of the Perris Municipal Code Requiring Commercial Establishments with Groceries Larger than 2,500 Square Feet to Provide Healthy Food and Beverage Items as the "Default" Option at Checkout Aisles, which is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

CONTACT: Sabrina Chavez, Director of Community Services ^{SC}

BACKGROUND/DISCUSSION:

On February 14, 2023, the City Council adopted Ordinance Number 1423 requiring commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the default option at checkout aisles (see Attachment 7 for staff report). Prior to the Ordinance's adoption, outreach efforts were made to engage with local commercial establishments that would be affected by the Ordinance, including an in-person and virtual business workshop held on August 1, 2022. Following adoption of the ordinance, city staff held two implementation workshops on March 23, 2023 and May 11, 2023 and invited fifteen (15) establishments listed below that meet the criteria for this Ordinance. Of the fifteen (15), only six (6) establishments attended, including Cardenas, Food 4 Less, La Favorita Market, Stater Bros Market, Wal-Mart, and Winco.

Attachment 2: August 29, 2023 Staff Report

Businesses Identified that Meet Ordinance Criteria	
Business	Address
1. Cardenas	2560 N Perris Blvd, Perris, CA 92571
2. Aldi	80 Citrus Ave, Perris, CA 92571
3. Food 4 Less	1688 N Perris Blvd Ste E, Perris, CA 92571
4. Cardenas	460 E 4th St, Perris, CA 92570
5. Stater Bros. Market	47 W Nuevo Rd, Perris, CA 92571
6. Winco Foods	3150 Case Rd, Perris, CA 92570
7. Del Pueblo Market (K& J Wholesale)	2131 N Perris Blvd Perris CA 92571
8. La Favorita Market	650 Indian Hills Cir, Perris, CA 92570
9. La Favorita Super Market	546 Indian Hills Cir, Perris, CA 92570
10. La Playita Bakery	323 S D St, Perris, CA 92570
11. Los Junior's Market	510 W 4th St, Perris, CA 92570
12. Perris Supermarket	437 S D St, Perris, CA 92570
13. Walmart Supercenter	1800 N Perris Blvd, Perris, CA 92571
14. Dollar General	525 W 4th St, Perris, CA 92570
15. Dollar General	2560 N Perris Blvd, Perris, CA 92571

On March 22, 2023, the city received comments from Food 4 Less (Kroger) and the California Grocers Association (“CGA”), requesting changes to the adopted ordinance. CGA indicated to staff that they represent Stater Bros Market and Food 4 Less (Kroger) in Perris. CGA expressed concerns regarding business outreach, the language used for specific food and beverage requirements, the desire for inclusion all food retailers (such as minimarts), and the radius identified for the checkout areas under the Ordinance (see Attachment 2 for CGA letter dated March 22, 2023 and see Attachment 3 for CGA second request dated May 24, 2023). In response, staff met with CGA on April 5, 2023, and May 24, 2023, to discuss CGA’s proposed recommendations. The table below summarizes the changes requested by CGA and staff’s recommended changes to the ordinance:

CGA Requested Changes March 22, 2023		City Staff Recommendations
1	Revise the total fat and saturated fat exemptions for nuts and seeds to remove fat requirements.	Agree with change to remove all fat requirements.
2	Revise the food group requirements for all categories to be measured based on a fruit, vegetable, low-fat/fat-free dairy, nuts, seeds, cheese or whole grains as the first ingredient.	Agree to: <ul style="list-style-type: none"> • Simplify the food group requirements and require the food groups to be listed as the first ingredient in the ingredients list. • Add “mints” and “legumes” as items per Healthy Checkout Campaign.
3	Revise the Ordinance to give at least 12 months from ordinance adoption for retailers to comply with.	Agree to a new implementation date, 12 months from amended adoption date.

Attachment 2: August 29, 2023 Staff Report

4	Remove total fat limits.	Agree to remove total fat limits.
5	Amend the checkout area covered by the Ordinance from six feet from any register to three feet, consistent with the radius the City of Berkeley adopted in their similar ordinance.	Recommend no change to the six (6) feet radius restriction from any register but recommend removing any additional area where customers are directed to wait in line. See Attachment 5 for checkout area diagram.
CGA Requested Changes May 24, 2023		City Staff Recommendations
6	Adjust fruit and vegetables juice size permitted from 12 ounces to 20 ounces.	Agree to adjust the fruit and vegetables juice size to 20 fluid ounces.
7	Only require 50% of covered sales space to be in compliance with standards.	Recommend no change.
8	Include all food retailers, such as Minimarts, not just those with groceries.	Recommend no change.
9	Adjustment of standards from per package to per serving.	Recommend no change.
CGA Additional Comments July 11, 2023		City Staff Recommendations
10	The 6 foot radius would mean upwards of 1,500 sq ft of restricted space dotted throughout the store at locations like delis, bakeries and front of store checkout stands.	Recommend to add language to further clarify "checkout area" and exclude registers not located in the "primary checkout area," typically found at the front of the store, excluding registers at bakeries, delis, garden outdoor area or electronic areas.

Staff met with Center for Science in the Public Interest ("CSPI"), a consumer and policy advocacy non-profit organization, who worked with City of Berkeley on their Healthy Checkout Ordinance and leads the Healthy Options at Checkout Campaign ("Campaign") throughout California to further examine the aforementioned requests by CGA to ensure they align with the campaign. The recommended changes by staff remain aligned with the campaign and are supported by Public Health Advocates and CSPI.

While the recommended amendments incorporate most of the proposed changes requested by CGA, of the ten (10) requests, staff is not in support of four (4) changes, as follows:

- **(No. 5) Amend the checkout area covered by the Ordinance from six feet to three feet, consistent with Berkeley's requirements:** The request to amend the checkout area to match that adopted by the City of Berkeley would mean changing the checkout area covered by the Ordinance to any area "within a three (3) foot distance of any Register" or "a designated area primarily for or utilized primarily by customers to wait in line to make a purchase at a Register, up to and including the Checkout Endcap," which can also be described as a "waiting area." Including a "waiting area" in the Ordinance caused confusion and ambiguity to local grocers in identifying the length of a "waiting area."

Additionally, reducing the checkout area to a three (3) foot radius only without a waiting area would allow for unhealthier items to become more accessible to customers waiting in line and would not be aligned with the City's goals and Healthy Options at Checkout Campaign. Staff recommends no change to the six (6) feet requirement and adding

Attachment 2: August 29, 2023 Staff Report

additional language to further clarify the six (6) foot radius requirement from any register. Further, staff recommends also removing the language that includes additional areas that can be referred to as a waiting area, in order to alleviate ambiguity of the expected distance at the checkout area (see Attachment 4 for checkout area diagram).

- **(No. 7) 50% of covered sales space in compliance with standards:** Requiring that only 50% of the covered sales space be in compliance with the healthy food standards provided by the Ordinance is not aligned with the City's goals to promote healthier options, nor the Healthy Options at Checkout Campaign the similar ordinance previously adopted by the City of Berkeley, which requires qualifying stores to be in compliance with 100% of the food and beverage requirements. Additionally, it would further cause complication in enforcement and determining the accurate percentage of foods in compliance.
- **(No. 8) Include all food retailers, such as minimarts:** According to a study conducted by the United States Department of Agriculture ("USDA"), over 60 percent of households utilized "large grocery stores or supermarkets" as their primary source for food purchases. Such stores are essential to consumers as they provide a large array of healthy and affordable food options in comparison to smaller or specialty stores, according to the USDA. The same study found that students participating in the National School Lunch and Breakfast program had a higher consumption of healthier food items such as fruits, vegetables, and whole grains than those who did not. The Ordinance aligns with the same nutrition standards for all foods sold in schools as required by the USDA Nutrition Standards under the Healthy Hunger-Free Kids Act of 2010.

Further, according to a study by the University of Illinois at Chicago, supermarkets were also more likely to carry candy as seen at 91% of surveyed supermarkets, and 85 percent were more likely to carry sugar-sweetened beverages at their checkout aisles, in comparison to other food retail establishments. The study also found convenience stores and other retail food establishments were also more likely to carry fruits and vegetables at their checkout area in comparison to supermarkets, where only six (6) percent of supermarkets carried fresh produce at their checkout areas.

- **(No. 9) Adjust standards from "per package" to "per serving":** This request was recommended to remain at "per package," as "per package" was originally selected by Perris families during the Healthy Options at Checkout campaign outreach workshops conducted by Love 4 Life and Public Health Advocates. Changing the standard to "per serving" would allow for unhealthier food items to qualify under the requirements. Further, the "per package" requirement follows the National Alliance for Nutrition and Activity Healthy Vending Standards and USDA Food and Nutrition Service National School Lunch Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy Hunger-Free Kids Act of 2010. However, staff recommends to add additional language that clearly exempts fruits and vegetables from the food requirements to the amended Ordinance.

Staff would like to highlight that the Ordinance does not prohibit a commercial establishment's ability to sell, or a consumer's ability to purchase, food or beverage items exceeding the nutritional

Attachment 2: August 29, 2023 Staff Report

guidelines required by the Ordinance. See Attachment 6 for samples of qualifying food and beverage items permitted, but not limited to, in checkout areas under the Ordinance.

Most recently, staff met with CGA on July 6, 2023, to provide an update on the overall requested changes as proposed in the amended Ordinance (see Attachment 1 for draft ordinance amendment). Following this meeting, additional comments were submitted by CGA on July 11, 2023 (see Attachment 4). The comments stated CGA's concern on financial impacts, the inability to sell packaged fruits and vegetables, the Ordinance applicability to only grocers rather than all food retailers, and the request to pass an amended ordinance with their requested changes or rescind the ordinance and work with grocers through partnership.

The Healthy Options at Checkout Campaign aligns with the City's General Plan Healthy Community Element, the Live Well Perris campaign and Healthy Eating and Active Living Campaign and resolution, to further support and promote healthier lifestyles for Perris residents. Further, there are no changes being proposed to the implementation procedure of a self-certification form and the Ordinance's requirements would continue to be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18.

Staff recommends that the City Council hold a public hearing to introduce the first reading of Ordinance Number (next in order) amending Perris Municipal Code Chapter 7.50 – Healthy Options at Checkout specifically Section 7.50.20 - Definitions, Section 7.50.030 - Healthy Checkout Options, Section 7.50.040 – Enforcement, and Section 7.50.060 - Effective Date.

BUDGET (or FISCAL) IMPACT:

If Ordinance Number (next in order) is adopted, the Healthy Options at Checkout Ordinance will utilize existing staff resources, therefore, there is no impact at this time.

Prepared by: Crystal Lopez, Recreation and Public Services Manager 

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachments:

1. Draft Ordinance Amendment
2. California Grocers Association Letter March 22, 2023
3. California Grocers Association Second Request May 24, 2023
4. California Grocers Association Letter July 11, 2023
5. Checkout Area Diagram
6. List of Healthy Food and Beverage Options Samples
7. February 14, 2023 Staff Report

Attachment 2: August 29, 2023 Staff Report

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



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 1:
Draft Ordinance
Amendment**

Attachment 2: August 29, 2023 Staff Report

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

WHEREAS, an important goal of the City of Perris (“City”) is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

WHEREAS, according to a study conducted by the United States Department of Agriculture (“USDA”), over 60 percent of households utilized “large grocery stores or supermarkets” as their primary source for food purchases. According to the USDA, such stores are essential to consumers as they provide a large array of healthy and affordable food options in comparison to smaller or specialty stores; and

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers’ efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, on February 14, 2023, the City Council adopted Ordinance No. 1423 adding Chapter 7.50 to Title 7 of the Perris Municipal Code (“Chapter 7.50”) to require commercial establishments with groceries larger than 2,500 square feet to offer healthy food and beverage items at checkout aisles, as specified; and

Attachment 2: August 29, 2023 Staff Report

WHEREAS, on March 23, 2023, and May 11, 2023, the City hosted workshops with commercial establishments with groceries larger than 2,500 square feet regarding the new requirements and has received other inquiries related to the food and beverage options required under Chapter 7.50; and

WHEREAS, the City met with local organizations including those that represent local supermarkets to discuss inquiries received by the City in order to address concerns of such organizations while still achieving the City's goals for the Ordinance; and

WHEREAS, the City Council now desires to amend sections of Chapter 7.50 to better address local concerns and clarify the requirements related to food and beverage options to be provided at checkout aisles.

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

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. Amendment to PMC Section 7.50.020 – Definitions. Perris Municipal Code Section 7.50.020 shall be amended to read in its entirety as follows:

“For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment, but not including small businesses as defined in this Chapter.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.”

Section 3. Amendment to PMC Section 7.50.030 – Healthy Checkout Options. Perris Municipal Code Section 7.50.030 shall be amended to read in its entirety as follows:

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:

Attachment 2: August 29, 2023 Staff Report

1. Water, including carbonated water with no added caloric sweeteners;
 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twenty (20) fluid ounces;
 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twenty (20) fluid ounces; or
 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 2. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
 3. No more than two hundred (200) milligrams of sodium; and
 4. Meet at least one of the following standards and have the first ingredient on the ingredients list:
 - i. sugar-free chewing gum or mint; or
 - ii. fruit or vegetables; or
 - iii. nuts, seeds, or legumes; or
 - iv. whole grains; or
 - v. low-fat or fat-free dairy;
 5. The food requirements shall not apply to fruits or vegetables

Section 4. Amendment to PMC Section 7.50.040 – Enforcement. Perris Municipal Code Section 7.50.040 shall be retitled and amended to read in its entirety as follows:

“Sec. 7.50.040 – Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Chapter, including, but not limited to, fees for re-inspection.

Attachment 2: August 29, 2023 Staff Report

- B. The City may require a commercial establishment with grocers to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Any business that is not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.”

Section 5. Amendment to PMC Section 7.50.060 – Effective Date. Perris Municipal Code Section 7.50.060 shall be retitled and amended to read in its entirety as follows:

“Sec. 7.50.060 – Operative Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force August 29, 2024.”

Section 6. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City's rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 8. Effective Date. The Ordinance shall take effect on the thirtieth (30th) day after the day of its adoption.

Attachment 2: August 29, 2023 Staff Report

Section 9. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this __ day of _____, 2023.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

Attachment 2: August 29, 2023 Staff Report

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar

Attachment 2: August 29, 2023 Staff Report

CHAPTER 7.50. HEALTHY OPTIONS AT CHECK- OUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 – Healthy Checkout Options

7.50.040 – Enforcement and Voluntary Compliance.

7.50.0505 – Violation—Penalty.

7.50.060 – ~~Effective~~ Operative Date

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53 percent of adult residents were diagnosed with pre-diabetes or diabetes. The purpose of this chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within ~~six feet of any register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase.~~ a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial establishment with groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment-, ~~but not including small businesses as defined in this Chapter.~~
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.

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D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with ~~five~~⁵ employees or fewer.

7.50.030 Healthy Checkout Options

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:
1. Water, including carbonated water with no added caloric sweeteners;
 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than ~~twelve (12)~~^{twenty (20)} fluid ounces;
 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than ~~twelve (12)~~^{twenty (20)} fluid ounces; or
 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 - ~~2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;~~
 - ~~3. No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;~~
 - ~~4. Zero grams of trans fat;~~
 - ~~5.~~^{2.} No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
 - ~~6.~~^{3.} No more than two hundred (200) milligrams of sodium; and

Attachment 2: August 29, 2023 Staff Report

- ~~7.4~~ Meet at least one of the following standards and have the first ingredient on the ingredients list:
- ~~i. Consist of sugar-free chewing gum; or mint; or~~
 - ~~ii. Contain a quarter-cup of fruit, non-fried or vegetables; or fat-free/~~
 - ~~iii. nuts, seeds, or legumes; or~~
 - ~~iv. whole grains; or~~
 - ~~ii-v. low-fat or fat-free dairy;~~
 - ~~iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;~~
 - ~~iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or~~
- ~~5.~~ Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber). The food requirements shall not apply to fruits or vegetables

7.50.040 Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this ~~ordinance~~ Chapter, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with grocers to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- ~~C. Commercial establishments with groceries that are smaller than 2,500 square feet may be subject to the Ordinance on a voluntary basis.~~
- C. Any business that is not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

7.50.060 Effective/Operative Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force ~~July 1, 2023~~ August 29, 2024.



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 2:
California Grocers Association
Letter March 22, 2023**

Attachment 2: August 29, 2023 Staff Report

March 22, 2023

The Honorable Michael Vargas
Mayor, City of Perris
101 N. D Street
Perris, CA 92570



RE: Options at Point of Sale Ordinance

Dear Mayor Vargas,

It is with disappointment that the California Grocers Association (CGA) learned of the recent approval of the Healthy Options at Point of Sale (HOPS) ordinance. We are concerned about the lack of proper outreach to grocers during the development of this ordinance.

As you may know, neither CGA, our members in Perris nor other local impacted businesses were in attendance at the community workshop prior to adoption. This is primarily due to inadequate outreach from the third party utilized by Public Health Advocates and the City. This lack of appropriate and formal outreach prevented grocery companies from being informed of the parameters of the ordinance prior to its passing.

It is troubling that the City relied on community volunteers and not City representatives to outreach to businesses on such an important matter impacting our members' daily operations with financial implications.

While we do not support the ordinance, we strongly urge the Perris City Council to revisit the details of this ordinance now that our members are finally in receipt of the ordinance details upon being asked to self-certify compliance by City employees in advance of a post-adoption workshop. This action should either take place quickly or the city should push back the ordinance implementation date during consideration.

We respectfully ask that the City consider amending the definition of point of check out from six feet to three feet, which is consistent with Berkeley's ordinance, the only other jurisdiction in the state with a HOPS ordinance. We believe that this amendment would help several concerns raised by Perris grocers about the feasibility of implementing the ordinance.

Furthermore, we urge the city to work with CGA to clarify specific definitions of permitted food and beverages at checkout in order to ensure compliance from vendors. It is essential that these definitions are clear and concise to avoid any potential confusion or misunderstandings among vendors. Our requests and justifications are detailed below.

KEEP:

- Maintain the ability to sell products with low/no-calorie sweeteners, and low-calorie beverages, as currently permitted under the ordinance.

REVISE:

- The total fat and saturated fat exemptions only apply to products that are 100% nuts and seeds. Recommend revising to say products that are "primarily" nuts and seeds or set a threshold of 90% or more nuts/seeds. The current criteria does not allow for salted or oil roasted nuts and seeds, which is how nuts and seeds are typically sold as snacks. Only in the baking aisle are typically sold plain as "100% nuts."

Attachment 2: August 29, 2023 Staff Report

March 22, 2023
Page 2



REVISE (continued):

- Recommend revising the food group requirements for all categories to be measured based on a fruit, vegetable, low-fat/fat-free dairy, nuts, seeds, cheese or whole grains as the FIRST INGREDIENT as this is easily measurable by manufacturers, retailers and inspectors without any back up calculations required to determine servings or cup/TBSP equivalents. This method of identifying positive food groups is already leveraged by several other regulatory standards including USDA's standards for competitive foods sold in schools (Smart Snacks Criteria) 7 CFR 210.11(c)(2)(ii)-(iii).
- The short timeframe between the passage of the ordinance and the compliance date leaves very little time for retailers and manufacturers to update their offerings in the checkout area, source new ingredients or products or even develop new innovation to meet the new Perris standard. Recommend revising to give at least 12 months from the passage of the ordinance for retailers to comply.

REMOVE:

- Recommend removing the total fat limit all together, as the Dietary Guidelines no longer recommend Americans limit their total fat intake, only that they focus on the type of fat consumed and limiting saturated and trans-fat intake
 - 2020-2025 Dietary Guidelines: *The total dietary pattern should not exceed Dietary Guidelines limits for added sugars and saturated fat; be within the Acceptable Macronutrient Distribution Ranges for protein, carbohydrate, and total fats; and stay within calorie limits.* <https://www.dietaryguidelines.gov/>
 - Removing the total fat limit would also take care of the nut issue with the total fat exemption mentioned above.

CGA is committed to promoting healthy options for our customers and supporting initiatives that encourage healthy lifestyles. However, we must also ensure that these initiatives are developed with proper outreach to all stakeholders, especially grocers.

We appreciate your attention to this matter and look forward to working with you to consider the impact of the HOPS ordinance on local businesses that serve the community and hope you commit that future ordinances are developed through an open and inclusive process that engages all stakeholders.

Sincerely,

Timothy James
California Grocers Association

CC: Members, Perris City Council
City Clerk, City of Perris



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 3:
California Grocers Association
Second Request May 24, 2023**

Attachment 2: August 29, 2023 Staff Report

Perris Checkout Ordinance Grocery Industry Response

- As the primary providers of healthy foods and healthcare items, Perris grocers strive to serve all our customers in a responsible manner. As recognition of grocers supporting the communities in which we serve, the industry is open to increasing the amount and types of choices consumers receive at point-of-sale locations. However, we believe these efforts should be done in partnership and cooperation with impacted retailers, and not by ordinance.
- If Perris does not accept our partnership, we believe regulation should cover all food retail and be respectful of food retailing challenges. This means addition of language to include all food retailers, which are not currently included, as well as technical adjustments to existing language.
- Grocery retailing is both a complicated and high-risk endeavor. The amount of effort and cost to provide a healthy, safe and accommodating store is tremendous. Coupled with consistently low profit margins across the industry, any upset to the merchandising balance can disrupt a store's ongoing sustainability.
- City concerns are focused on specific types of food and beverage products. Without consistent regulation of those products across all food retailers, this ordinance would push consumers towards, and financially reward, excluded businesses. Inconsistent application undermines the city's goals and chooses winners and losers in the food retailer space.
- On behalf of Perris grocers, CGA is asking the council to accept both the initial ordinance changes offered by staff and additional adjustments, including that 50% of the items in the identified space meet the stated requirements. This will ensure the community's desire for increased choice of items meeting specific standards, while still allowing all consumers the ability to choose what's best for them.
- Balancing community desires and maintaining a sustainable business environment is a partnership. We hope you will agree that ensuring increased product choices near checkout while continuing to allow store flexibility will successfully achieve both goals.

Ordinance Language Adjustments

Additional Components

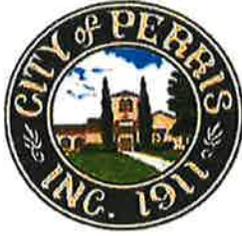
- Up to 50% of covered sales space in compliance with standards
- Includes all food retailers, such as Minimarts
- Adjust standards from per package to per serving
- Adjustment to "primarily" nuts or seeds versus "100%"
- Adjustment to fruit and vegetable juices size to 20 ounces

City Staff Offered Adjustments

- Distance from Point-of-Sale/Cash Register from six feet to three feet
- Simplification of Food Categories
- Removal of saturated and trans fats requirements
- Extension of implementation date

Technical Adjustment – Consistent with City Implementation Direction

- Technical definition adjustment to indicate Point-of-Sale/Cash Register is point of measurement



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 4:
California Grocers Association
Letter July 11, 2023**

Attachment 2: August 29, 2023 Staff Report

July 11, 2023

The Honorable Michael Vargas
Mayor, City of Perris
101 N. D Street
Perris, CA 92570



RE: Healthy Checkout Ordinance

Dear Mayor Vargas,

On behalf of Perris grocers, I write with significant concerns regarding the Healthy Checkout ordinance. Grocery stores are your primary and only reliable source for healthy, safe and affordable food. As an industry we pride ourselves on supporting our customers dietary needs and choices, including offering several thousands of healthy and nutritional food items at each store. Despite grocers' commitment to healthy food and consumer choice, the city is targeting grocers with costly and business-unfriendly regulation.

It is important to recognize the city initially put minimal effort into working with the grocery industry to understand the unintended impacts or possible alternatives to the ordinance. After a request from the California Grocers Association (CGA), a dialogue was opened and an offer for partnership from grocers to find a balanced policy approach was made. To date it has resulted in no substantive policy change even after making the city aware of significant negative impacts - including threats to store sustainability and staffing levels. CGA also understands that amendments promised openly by city staff to grocers have now been rescinded, which has created additional frustration.

Without substantive policy changes the grocery industry must oppose this ordinance. We still believe there is a pathway forward to support Perris public health goals and avoid unnecessary and costly impacts to grocers. We urge the city to reject the current simplistic, one-size-fits-all policy, and instead work with grocers in Perris to develop an approach that is respectful of grocers, promotes community health goals and creates real consumer choice.

Grocers, as critical essential infrastructure, have the primary task of feeding and supporting the health care and home goods needs of the communities we serve – this means providing access and creating choice. Whether it is food options or health care products we believe restrictions and barriers on consumer access to legal products is a dangerous precedent. Government mandates that assume consumers cannot or will not make appropriate choices for themselves is concerning at best. We believe consumer choices - where to shop and what to buy – should be protected and not controlled by the government.

Specific to the ordinance language, there are numerous impacts that unduly hurt grocers. Due to the overly restrictive product parameters and significant amount of area regulated the financial impacts for a single full-service grocery store will be in excess of \$400,000 per year. Grocers have significantly low profit margins, less than 3%, and each store location is responsible for its own future based on its profitability. This means a financial impact of this size will require cost reductions, likely in the form of available staff hours, to remain sustainable.

Attachment 2: August 29, 2023 Staff Report

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In practice the ordinance language does not improve checkout offerings. Instead, it actually eliminates many healthy options. Product restrictions in the ordinance go beyond recognized health standards, even going so far as to prohibit the ability to sell packaged fruit and vegetables. The 6 foot radius would mean upwards of 1,500 sq ft of restricted space dotted throughout the store at locations like delis, bakeries and front of store checkout stands. Due to the lack of genuine policy development this uninformed attempt at controlling store design only frustrates providing healthy product options and consumer choice.

It is critical to note the ordinance only applies to grocers and not all food retailers, including other in-person, delivery and on-line sources. We struggle to understand how checkout restrictions are needed at grocery stores, your primary source of healthy foods, when retailers with little to no healthy food options storewide remain exempt. Letting retailers who basically only offer food items that would never qualify as healthy off the hook is picking winners and losers in the food retail space and rewarding certain store formats over grocers. Not only is this discriminatory to grocers, but it is contradictory to the intent of the ordinance and, most importantly, sends mixed messages to consumers.

Grocers remain committed to working with Perris on solutions that create additional healthy options and allow consumer choice. However, the proposed regulation limits does not increase healthy options for consumers, jeopardize grocery store sustainability and rewards grocery store competition. It also sends a clear message the city does not trust consumers to make their own responsible choices.

We respectfully ask Council to pass an amended ordinance with the industry requested substantive changes or rescind the regulation in its entirety and partner with grocers on expanding real healthy choice options for consumers. Thank you for consideration and reach out discuss business-friendly healthy choice options.

Sincerely,


Timothy James
California Grocers Association

CC: Members, Perris City Council
City Clerk, City of Perris

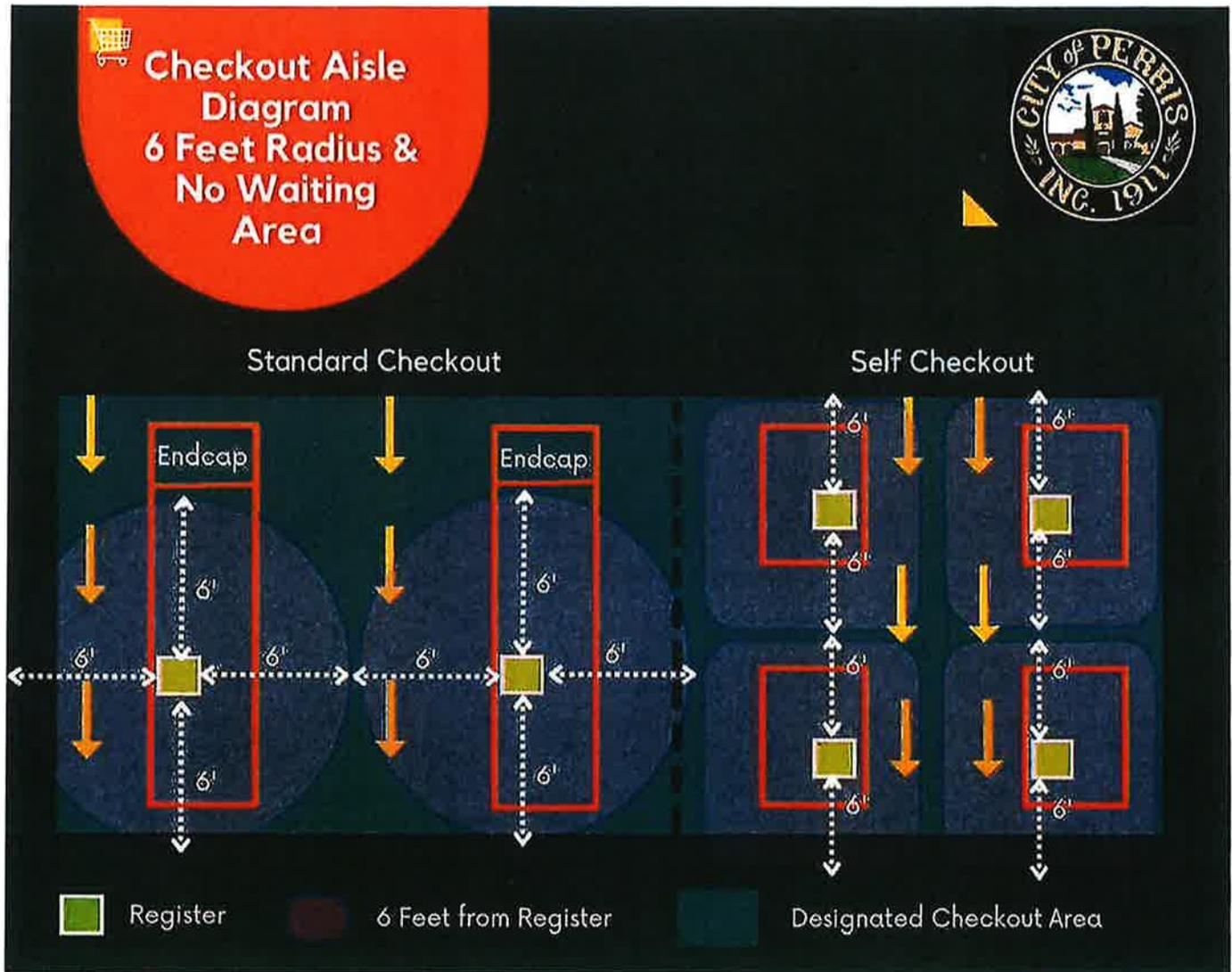


CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 5:
Checkout Area
Diagram**

Attachment 2: August 29, 2023 Staff Report





CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 6:
List of Healthy Food and
Beverage Samples**

Healthy Options at Checkout Ordinance Samples



The City of Perris adopted **Ordinance No. 1423** that requires Perris commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the default option at checkout aisles. For a copy of the full ordinance visit www.cityofperris.org

Beverages consisting of:

A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:

1. Water, including carbonated water with no added caloric sweeteners;
2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
3. Fat-free or 1% low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than 200 calories per container;
4. 100% fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than 20 fluid ounces;
5. 100% vegetable juice with no added caloric sweeteners, no more than 200 milligrams of sodium per container, and in a size no greater than 20 fluid ounces; and
6. Low-calorie beverages that have no more than 40 calories per container.

Foods that contain, per package:

A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:

1. No more than 200 calories;
2. No more than (35%) of calories (or ten grams) from total sugars with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
3. No more than two hundred (200) milligrams of sodium;
4. Meet at least one of the following standards and have the first ingredient on the ingredients list:
 - i. Sugar-free chewing gum or mints;
 - ii. Fruit or vegetables;
 - iii. Nuts, seeds, or legumes;
 - iv. Whole grains; or
 - v. Low-fat/fat-free dairy;
5. The food requirement shall not apply to fruits or vegetables.



Food and beverage items are sample and is not limited to other items permitted under the Healthy Options at Checkout Ordinance.

Chewing Gum & Mints

Trident Spearmint Gum

Attachment 2: August 29, 2023 Staff Report

Ice Breakers Duo Watermelon

Extra Classic Bubble

Altoids Peppermint

Fruits and Vegetables

Whole Fruits and Vegetables

Dried Chili Mango

Terra Original Chips

No Sugar Added Organic Applesauce

Diced Yellow Cling Peaches in 100% Fruit Juice

Bare Baked Crunchy Apple Chips

Mariani Dried Apricots

Sun-Maid Sour Watermelon Golden Raisin

Wyman's Just Fruit and Greek Yogurt Bites

Nuts, Seeds, & Legumes

Snak Club Yogurt Trail Mix

Dry Roasted Pistachios

Mesquite Barbeque Crunchy Broad Beans

Vegan White Cheddar Hippeas

Blue Diamond Whole Natural Almonds

Food and beverage items are sample and is not limited to other items permitted under the Healthy Options at Checkout Ordinance.

Whole Grains

Apple Cinnamon Crunchy Rice Rollers Attachment 2: August 29, 2023 Staff Report
Kracklin' Kamu Brand Ancient Grain – Sea Salt
Boom Chicka Pop Sea Salt Popcorn
Smart50 Sea Salt Popcorn

Yogurt & Cheese

Chobani Clingstone Peach Less Sugar Greek Yogurt
Siggi's Vanilla Skyr
Sargento String Cheese

Multi-Category Foods

Mint Chip Brownie Lärabar
Kashi Peanut Peanut Butter Granola Bar
Toasted Coconut Almond Granola
Tart Cherry and Apple Superfood Bites

Beverages

Spindrift, Blackberry
La Colombe Pure Black Cold-Pressed Coffee
Aquafina
Minute Maid 100% Orange Juice
IZZE, Sparking Pomegranate
Hint Watermelon Water
Deep Park Triple Berry Sparkling Water
Bubly Grapefruit Sparkling Water
Minute Maid 100% Orange Juice

Food and beverage items are sample and is not limited to other items permitted under the Healthy Options at Checkout Ordinance.



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 7:
February 14, 2023
Staff Report**



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 14, 2023

SUBJECT: Second Reading of Ordinance No. 1423 Requiring Healthy Checkout Options at Commercial Establishments with Groceries Larger than 2,500 Square Feet

REQUESTED ACTION: That the City Council Adopt Ordinance No. 1423:

AN ORDINANCE OF THE CITY COUNCIL, OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

CONTACT: Sabrina Chavez, Director of Community Services

BACKGROUND/DISCUSSION:

On January 31, 2023, the City Council approved the First Reading of Ordinance Number 1423 requiring commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the "default" option at checkout aisles.

The proposed Ordinance would require that Perris commercial establishments with groceries larger than 2,500 square feet ("commercial establishments with groceries") would be required to provide healthy food and beverage items as the "default" option at checkout aisles, see Attachment 1. Fifteen businesses in Perris currently meet the criteria for the Healthy Options at Checkout Campaign. The proposed Ordinance would not prohibit a commercial establishment's ability to sell, or a consumer's ability to purchase, food or beverage items exceeding the nutritional guidelines required by the Ordinance.

Implementation of the proposed Ordinance is being proposed through a self-certification process. Qualifying Commercial Establishments with Groceries would receive and return a form certifying that they are in compliance with the proposed Ordinance. The proposed Ordinance would be enforceable through the use of the administrative citation procedure as set forth in Perris Municipal Code Chapter 1.18. Staff will host a series of workshops in preparation for the implementation of the proposed Ordinance to educate local businesses and allow sufficient time for compliance. If

Attachment 2: August 29, 2023 Staff Report

adopted by City Council, the proposed Ordinance would be effective July 1, 2023, and the City of Perris would be the first city in southern California to adopt the same ordinance.

Staff recommends that the City Council adopt Ordinance 1423 establishing commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the "default" option at checkout aisles.

BUDGET (or FISCAL) IMPACT:

If Ordinance No. 1423 is adopted, the Healthy Options at Checkout Ordinance will utilize existing staff resources, therefore, there is no impact at this time.

Prepared by: Emmanuel Marquez, Project Coordinator

REVIEWED BY: Crystal Lopez, Recreation and Public Services Manager

City Attorney _____

Assistant City Manager _____

Deputy City Manager _____

Attachments:

1. Draft Ordinance

Consent:

Public Meeting:

Business Item:

Presentation:

Other:



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**Attachment 1:
February 14, 2023 Staff Report**

**ATTACHMENT 2:
Draft Ordinance**

Attachment 2: August 29, 2023 Staff Report

ORDINANCE NO. 1423

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADDING CHAPTER 7.50 TO TITLE 7 OF THE CITY OF PERRIS MUNICIPAL CODE ESTABLISHING HEALTHY CHECKOUT OPTIONS AT COMMERCIAL ESTABLISHMENTS WITH GROCERIES LARGER THAN 2,500 SQUARE FEET

WHEREAS, the City Council desires to promote healthy food options for children and families and contribute to building a healthier community; and

WHEREAS, an important goal of the City of Perris is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, over the past 30 years, the obesity, prediabetes, and diabetes rates in the United States has more than doubled; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes; and

WHEREAS, obese children are at least twice as likely as non-obese children to become obese adults and are at increased risk for serious health problems in adulthood, including heart disease, type 2 diabetes, asthma, and cancer; and

WHEREAS, obesity-related health conditions have serious economic costs. Estimated annual health care costs from obesity are \$190 billion – or 21 percent of total current health care spending and are expected to rise substantially. Obesity-related annual medical expenditures in California are estimated at \$39.5 billion; and

WHEREAS, in 2010, the U.S. Department of Agriculture reported the top sources of calories for American children. Grain-based desserts ranked number one; soda and other sugar-sweetened beverages ranked number three; potato, corn, and other chips ranked number nine; and candy ranked number thirteen; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

Attachment 2: August 29, 2023 Staff Report

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers' efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, the City Council believes that offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris.

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

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. New Chapter 7.50. Chapter 7.50, entitled "Healthy Options at Checkout," is hereby added to Title 7 (Health and Welfare) of the City of Perris Municipal Code to read in its entirety as follows:

"CHAPTER 7.50. HEALTHY OPTIONS AT CHECKOUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 – Healthy Checkout Options.

7.50.040 – Enforcement.

7.50.050 – Violation—Penalty.

7.50.060 – Effective Date.

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53% of adult residents were diagnosed with Pre-diabetes or Diabetes. The purpose of this Chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

Attachment 2: August 29, 2023 Staff Report

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within six-feet of any Register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.

7.50.030 Healthy Checkout Options

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:
 - 1. Water, including carbonated water with no added caloric sweeteners;
 - 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 - 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 - 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twelve (12) fluid ounces;
 - 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twelve (12) fluid ounces; or
 - 6. Low-calorie beverages that have no more than forty (40) calories per container.

Attachment 2: August 29, 2023 Staff Report

- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 2. No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;
 3. No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;
 4. Zero grams of trans fat;
 5. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;
 6. No more than two hundred (200) milligrams of sodium; and
 7. Meet at least one of the following standards:
 - i. Consist of sugar-free chewing gum;
 - ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;
 - iii. Contain one ounce of nuts or seeds or one tablespoon of nut butter;
 - iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or
 - v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).

7.50.040 Enforcement.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Ordinance, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Commercial establishments with groceries that are 2,500 square feet or smaller may be subject to this Chapter on a voluntary basis.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

Attachment 2: August 29, 2023 Staff Report

7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

7.50.060 Effective Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force July 1, 2023.

Section 3. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City's rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 5. Effective Date. The Ordinance shall take effect on July 1, 2023.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and *APPROVED* this ___ day of _____, 2023.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

Attachment 2: August 29, 2023 Staff Report

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar



CITY OF PERRIS
COMMUNITY SERVICES

Attachment 2: August 29, 2023 Staff Report

**ATTACHMENT 2:
Draft Ordinance Amendment**

Attachment 2: August 29, 2023 Staff Report

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING PERRIS MUNICIPAL CODE CHAPTER 7.50 – HEALTHY OPTIONS AT CHECKOUT SPECIFICALLY SECTION 7.50.20 - DEFINITIONS, SECTION 7.50.030 - HEALTHY CHECKOUT OPTIONS, SECTION 7.50.040 – ENFORCEMENT, AND SECTION 7.50.060 - EFFECTIVE DATE

WHEREAS, an important goal of the City of Perris (“City”) is to foster an active and healthy lifestyle and implement innovative approaches to social problems; and

WHEREAS, offering healthy food and beverage items at checkout aisles in commercial establishments with groceries will contribute to the overall health and well-being of children and families in Perris; and

WHEREAS, consumers are trying to make healthier purchases. A 2010 report found that 66 percent of shoppers say they are looking for ways to improve their health through the choices they make while grocery shopping, and 74 percent of shoppers say a top health concern is “managing or losing weight”; and

WHEREAS, despite consumers’ desires to select healthier foods, unhealthy foods are increasingly prevalent in checkout areas in a wide variety of retail stores. A recent national study of 8,617 stores – including supermarkets, convenience stores, drug stores, and dollar stores – in 468 communities found that 88 percent display candy at checkout and more than one-third (34%) sell sugar-sweetened beverages. Only 24 percent of the stores sell water at checkout, and only 13 percent sell fresh fruits or vegetables. Almost all supermarkets (91%) display candy at checkout, and 85 percent sell soda and other sugary drinks at checkout; and

WHEREAS, according to a study conducted by the United States Department of Agriculture (“USDA”), over 60 percent of households utilized “large grocery stores or supermarkets” as their primary source for food purchases. According to the USDA, such stores are essential to consumers as they provide a large array of healthy and affordable food options in comparison to smaller or specialty stores; and

WHEREAS, research increasingly shows that our food choices are strongly affected by the environments in which they are made. Therefore, making unhealthy foods and beverages available to consumers while they wait in checkout lines undermines consumers’ efforts to purchase healthier foods. The presence of snacks near the register increases the likelihood that people will purchase those foods. In addition, most of the candy, soda, and chips in checkout aisles are placed at the eye level and within reach of children, providing a particular temptation for them; and

WHEREAS, on February 14, 2023, the City Council adopted Ordinance No. 1423 adding Chapter 7.50 to Title 7 of the Perris Municipal Code (“Chapter 7.50”) to require commercial establishments with groceries larger than 2,500 square feet to offer healthy food and beverage items at checkout aisles, as specified; and

Attachment 2: August 29, 2023 Staff Report

WHEREAS, on March 23, 2023, and May 11, 2023, the City hosted workshops with commercial establishments with groceries larger than 2,500 square feet regarding the new requirements and has received other inquiries related to the food and beverage options required under Chapter 7.50; and

WHEREAS, the City met with local organizations including those that represent local supermarkets to discuss inquiries received by the City in order to address concerns of such organizations while still achieving the City's goals for the Ordinance; and

WHEREAS, the City Council now desires to amend sections of Chapter 7.50 to better address local concerns and clarify the requirements related to food and beverage options to be provided at checkout aisles.

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

Section 1. Recitals Incorporated. The City Council hereby adopts the recitals of this Ordinance as true and correct and such recitals are hereby incorporated by reference as though fully set forth in the text of this Ordinance.

Section 2. Amendment to PMC Section 7.50.020 – Definitions. Perris Municipal Code Section 7.50.020 shall be amended to read in its entirety as follows:

“For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment, but not including small businesses as defined in this Chapter.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.
- D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with 5 employees or fewer.”

Section 3. Amendment to PMC Section 7.50.030 – Healthy Checkout Options. Perris Municipal Code Section 7.50.030 shall be amended to read in its entirety as follows:

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:

Attachment 2: August 29, 2023 Staff Report

1. Water, including carbonated water with no added caloric sweeteners;
 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than twenty (20) fluid ounces;
 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than twenty (20) fluid ounces; or
 6. Low-calorie beverages that have no more than forty (40) calories per container.
- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 2. No more than thirty-five percent (35%) of calories (or ten grams) from total sugars;
 3. No more than two hundred (200) milligrams of sodium; and
 4. Meet at least one of the following standards or have the first ingredient on the ingredients list be:
 - i. sugar-free chewing gum or mint; or
 - ii. fruits or vegetables; or
 - iii. nuts, seeds, or legumes; or
 - iv. whole grains; or
 - v. low-fat or fat-free dairy.

The requirements of subsections 1 through 3 of this Section shall not apply to fruits, vegetables, nuts, seeds, and legumes.

Section 4. Amendment to PMC Section 7.50.040 – Enforcement. Perris Municipal Code Section 7.50.040 shall be retitled and amended to read in its entirety as follows:

“Sec. 7.50.040 – Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this Chapter, including, but not limited to, fees for re-inspection.

Attachment 2: August 29, 2023 Staff Report

- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
- C. Any business that is not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law."

Section 5. Amendment to PMC Section 7.50.060 – Effective Date. Perris Municipal Code Section 7.50.060 shall be retitled and amended to read in its entirety as follows:

"Sec. 7.50.060 – Operative Date.

This Chapter and the legal requirements set forth herein shall take effect and be in force January 1, 2024."

Section 6. CEQA. The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines, which states that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. This Ordinance makes policy changes to the City's rules and regulations pertaining to the display of foods in retail food markets to better protect the public health, safety and welfare.

Section 7. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 8. Effective Date. The Ordinance shall take effect on the thirtieth (30th) day after the day of its adoption.

Attachment 2: August 29, 2023 Staff Report

Section 9. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and ***APPROVED*** this ___ day of _____, 2023.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

Attachment 2: August 29, 2023 Staff Report

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2023, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

City Clerk, Nancy Salazar

Attachment 2: August 29, 2023 Staff Report

CHAPTER 7.50. HEALTHY OPTIONS AT CHECKOUT

7.50.010 - Findings and Purpose.

7.50.020 - Definitions.

7.50.030 – Healthy Checkout Options.

7.50.040 – Enforcement and Voluntary Compliance.

7.50.050 – Violation—Penalty.

7.50.060 – ~~Effective~~ Operative Date.

7.50.010 Findings and Purpose.

According to the Centers for Disease Control and Prevention (CDC), two-thirds (68.5%) of American adults are overweight or obese. In 2016, in the City of Perris, in Riverside County, State of California, 53 percent of adult residents were diagnosed with pre-diabetes or diabetes. The purpose of this chapter is to support families by offering them healthy food and beverage items at checkout aisles and the choice to avoid high-calorie, low-nutrient food when they do their grocery shopping.

7.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings:

- A. **Checkout Area.** Any area that is accessible to a customer of a commercial establishment with groceries that is within ~~six feet of any register, or an area where a commercial establishment with groceries may direct customers to wait in line to make a purchase,~~ a six-foot radius of any Register. This may also be referred to as checkout aisle.
- B. **Commercial Establishment with Groceries.** A commercial establishment larger than 2,500 square feet which sells groceries including food products and produce, household items and packaged alcoholic beverages as an incidental commodity to the establishment, but not including small businesses as defined in this Chapter.
- C. **Register.** A cash register or similar device that calculates the sale of goods, holds money, and displays the amount of sales to a customer found in the primary checkout area of a commercial establishment typically located at the front of the commercial establishment.

Attachment 2: August 29, 2023 Staff Report

D. **Small Business.** An independently owned and operated business that is not dominant in its field of operation with ~~five~~ employees or fewer.

7.50.030 Healthy Checkout Options

- A. A commercial establishment with groceries that sells beverage items at the checkout aisle shall make the default beverage options the following:
1. Water, including carbonated water with no added caloric sweeteners;
 2. Coffee or tea with no added caloric sweeteners (permissible condiments include sugar, sugar substitutes, milk, and creamer products);
 3. Fat-free or one percent (1%) low-fat dairy milk or calcium- and vitamin D-fortified soymilk with fewer than two hundred (200) calories per container;
 4. One hundred percent (100%) fruit juice or fruit juice combined with water or carbonated water, with no added caloric sweeteners, in a size no greater than ~~twelve~~ twenty (20) fluid ounces;
 5. One hundred percent (100%) vegetable juice with no added caloric sweeteners, no more than two hundred (200) milligrams of sodium per container, and in a size no greater than ~~twelve~~ twenty (20) fluid ounces; or
Low-calorie beverages that have no more than forty (40) calories per container.
- B. A commercial establishment with groceries that sells food items at the checkout aisle shall make the default food items, per package, the following:
1. No more than two hundred (200) calories;
 2. ~~No more than thirty-five percent (35%) of calories (or seven grams) from fat, with the exception of packages that contain one hundred percent (100%) nuts or seeds;~~
 3. ~~No more than ten percent (10%) of calories (or two grams) from saturated fat, with the exception of packages that contain one hundred percent (100%) nuts or seed;~~
 4. ~~Zero grams of trans fat;~~
 5. ~~No more than thirty-five percent (35%) of calories (or ten grams) from total sugars, with the exception of fruits and vegetables that do not contain added sweeteners or fats and yogurts that contain no more than thirty (30) grams of total sugars per eight-ounce container;~~
 6. 1 No more than two hundred (200) milligrams of sodium; and

Attachment 2: August 29, 2023 Staff Report

~~7.4. Meet at least one of the following standards or have the first ingredient on the ingredients list be:~~

- ~~i. Consist of sugar-free chewing gum;~~
 - ~~ii. Contain a quarter cup of fruit, non-fried vegetables, or fat-free/low-fat dairy;~~
 - ~~iii. Contain one ounce of nuts~~mint~~, or seeds or one tablespoon of nut butter;~~
 - ~~iv. Contain at least fifty percent (50%) of the grain ingredients from whole grain, determined by the product listing whole grain as the first ingredient; or~~
 - ~~v. Contain ten percent (10) of the Daily Value (DV) of a naturally occurring nutrient of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber);~~
- ii. fruits or vegetables; or
 - iii. nuts, seeds, or legumes; or
 - iv. whole grains; or
 - v. low-fat or fat-free dairy.

The requirements of subsections 1 through 3 of this Section shall not apply to fruits, vegetables, nuts, seeds, and legumes.

7.50.040 Enforcement and Voluntary Compliance.

- A. The City is hereby authorized to issue all rules and regulations consistent with this ~~Ordinance~~Chapter, including, but not limited to, fees for re-inspection.
- B. The City may require a commercial establishment with groceries to provide such information as may be necessary to determine the establishment's compliance with this Chapter.
~~Commercial establishments with groceries that are 2,500 square feet or smaller may be subject to this Chapter on a voluntary basis.~~
- C. Any business that is not subject to the not subject to the requirements of this Chapter may voluntarily comply with the requirements of this Chapter provided that such voluntary compliance shall not be subject to the penalties provided by this Chapter.
- D. This Chapter shall not be enforced where its enforcement is prohibited by applicable law, including, without limitation, applicable federal and State law.

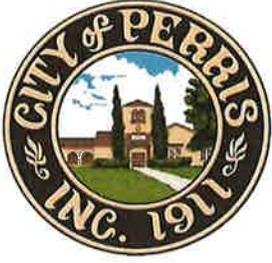
7.50.050 Violation—Penalty.

In addition to all other available remedies at law, this Chapter shall be enforceable through the use of the administrative citation procedures set forth in Perris Municipal Code Chapter 1.18.

Attachment 2: August 29, 2023 Staff Report

7.50.060 ~~Effective~~Operative **Date.**

This Chapter and the legal requirements set forth herein shall take effect and be in force ~~July~~January 1, ~~2023~~2024.



CITY OF PERRIS
COMMUNITY SERVICES

ATTACHMENT 3:
Items Distributed to City
Council, August 29, 2023



CITY OF PERRIS

DATE: August 29, 2023

TO: Honorable Mayor and the City Council

FROM: Sabrina Chavez, Director of Community Services

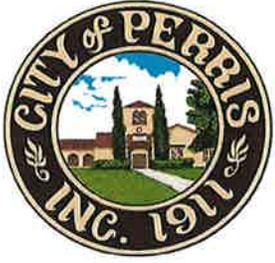
CC: Clara Miramontes, City Manager
Wendell Bugtai, Assistant City Manager
Robert Khuu, City Attorney
Yecenia Vargas, Associate City Attorney
City Clerk's Office

SUBJECT: Response to California Grocers Association Letter Dated August 28, 2023

On August 28, 2023, the City received correspondence from the California Grocers Association regarding the City's Healthy Options at Checkout Ordinance (the "Ordinance"), for which the City Council will be considering proposed amendments at the August 29, 2023, council meeting. The Ordinance was adopted on February 14, 2023 requiring commercial establishments with groceries larger than 2,500 square feet to provide healthy food and beverage items as the default option at checkout aisles.

Prior to adoption of the Ordinance, City staff engaged in efforts to communicate with local commercial establishments that would be affected by the Ordinance, including inviting the commercial establishments to City-held workshops. After the adoption of the Ordinance, the City has received several correspondence from the California Grocers Association ("CGA") requesting various changes be made to the Ordinance. In response, the City has engaged in communications with CGA and commercial establishments which it represents, to discuss CGA's concerns with the Ordinance. This has led to City staff's proposal to amend the Ordinance to better address local concerns regarding the Ordinance's implementation and the healthy options to be offered at checkout aisles under the Ordinance.

In the correspondence provided by CGA on August 28, 2023, CGA alleges that the Ordinance applies only to full-service grocery stores and does so in a discriminatory manner. CGA alleges that there are 67 retailers in the City of Perris that have checkout areas offering food products in the same type and manner as "full-service grocery stores," yet the Ordinance is only affecting 15 food retailers in Perris. It is unclear to City staff what criteria CGA used to identify the 67 retailers in the City. As of June 2022, City staff identified 6 supermarkets, 7 grocery stores,



CITY OF PERRIS

15 convenience/drugstore/dollar stores, and approximately 26 other retailers that may offer food products at checkout such as Home Depot, Burlington, or water stores, within the City of Perris.

According to a study conducted by the United States Department of Agriculture (“USDA”), over 60 percent of a household’s calorie consumption comes from large grocery stores such as supermarkets and supercenters.¹ Such stores are essential to consumers as they provide a large array of healthy and affordable food options in comparison to smaller or specialty stores, according to the USDA. The Economic Research Service (“ERS”) of the USDA specifically reports that:

“...three-quarters of U.S. households’ calories came from retail stores, with supermarkets, supercenters, and other large grocers providing 65 percent of calories by themselves. Small and specialty food stores such as bakeries and farmers’ markets supplied 3 percent of calories and 6.5 percent came from convenience stores, dollar stores, and other stores.”²

City of Perris residents and their families rely on commercial establishments with groceries for a majority of their food consumption. With the greatest amount of calories being consumed coming from commercial establishments with groceries, the City has a legitimate interest in having the Ordinance apply to such establishments. The USDA has found and reported that about “89% of households do their primary grocery shopping at supermarkets and supercenters.”³ As the data provides, it is far more likely that Perris residents and families are making their regular food purchases at “supermarkets, super supercenters, and other large grocers” than they are at convenience stores.

CGA also alleges that the City has failed to accurately represent data providing that convenience stores are more likely to carry fruits and vegetables at checkout. According to a research brief by Bridging the Gap, convenience and other retail food stores were more likely to carry fresh carry fresh fruits or vegetables at check-out (14%) than grocery stores (11%) and supermarkets (6%).⁴ In their correspondence, CGA reported that in an initial assessment done by

¹ Guthrie, J. and Mancino, L., *Supermarkets, Schools, and Social Gatherings: Where Supplemental Nutrition Assistance Program and Other U.S. Households Acquire Their Foods Correlates With Nutritional Quality*, United States Department of Agriculture, Economic Research Service, 2018.

² USDA's FoodAPS National Household Food Acquisition and Purchase Survey, <https://www.ers.usda.gov/data-products/foodaps-national-household-food-acquisition-and-purchase-survey/summary-findings/>

³ Ver Ploeg M, Mancino L, Todd JE, Clay DM, Scharadin B. *Where Do Americans Usually Shop for Food and How Do They Travel To Get There? Initial Findings From the National Household Food Acquisition and Purchase Survey*. United States Department of Agriculture, Economic Research Service, Economic Information Bulletin Number 138; 2015.

⁴ Barker DC, Quinn CM, Rimkus L, Mineart C, Zenk SN, Chaloupka FJ. *Availability of Healthy Food Products at Check-out Nationwide, 2010-2012*. A BTG Research Brief. Chicago, IL: Bridging the Gap Program, Health Policy Center, Institute for Health Research and Policy, University of Illinois at Chicago; 2015.



CITY OF PERRIS

CGA of thirteen convenience stores in Perris, three of the thirteen convenience stores (23%) had any fruit or vegetable within six feet of the checkout area. Thus, based on CGA's initial assessment, convenience stores in Perris may actually be more likely to carry fruits and vegetables at checkout areas than the research reported by Bridging the Gap. Although no initial assessment of "supermarkets" or "grocery stores" was provided by CGA, assessments done by City staff have found that zero of the six "supermarkets" (0%) in Perris have any fresh fruits or vegetables available at checkout.

City staff has met with CGA on various occasions since adoption of the Ordinance to incorporate proposed amendments to the Ordinance addressing local concerns. The application of the Ordinance to commercial establishments with groceries larger than 2,500 square feet furthers the City's legitimate interest in having healthy options available at checkout at the primary source a majority of City residents are making their regular food purchases.

Lastly, City staff met with Center for Science in the Public Interest ("CSPI"), a consumer and policy advocacy non-profit organization, that worked with the City of Berkeley on its Healthy Checkout Ordinance and leads the Healthy Options at Checkout Campaign ("Campaign") throughout California, to further examine any requests received from CGA to ensure any changes made to the Ordinance continue to align with the Campaign. The recommended changes by staff remain aligned with the Campaign and are supported by Public Health Advocates and CSPI.

August 28, 2023

The Honorable Michael Vargas
Mayor, City of Perris
101 N. D Street
Perris, CA 92570



11.D.



RE: Healthy Checkout Ordinance

Dear Mayor Vargas,

On behalf of the California Grocers Association, we appreciate the City's willingness to better understand healthy product offering standards and make adjustments to the proposed amendments to the ordinance. The fact the ordinance still only applies to full-service grocery stores is problematic and concerning to the grocery community. As currently proposed and identified in the staff report, the ordinance does not apply to other food retailers or businesses offering the same product mix in the same manner at their checkout areas. With this major omission we must unfortunately oppose the Healthy Checkout ordinance.

The omission of similar food retailers is discriminatory against full-service grocers and significantly minimizes stated public health benefits. This discrimination between full-service grocery stores and other food retailers directly violates the equal protection clauses of the U.S. and California Constitutions. We strongly encourage the city to rethink its application of the ordinance and include food retailers with similar checkout area offerings, such as convenience stores, minimarts, and chain pharmacies or, in the alternative, allow full-service grocers the same exemptions.

The stated intent of the ordinance is to increase healthy product choices for consumers in the City of Perris. However, the ordinance only applies to 15 food retailers, according to city staff. Based on data received from the city posted publicly by Public Health Advocates and recently verified by CGA, there are 67 retailers in the city who have checkout areas offering food products in the exact same type and manner.

It is inconsistent, arbitrary and discriminatory for the city to regulate only 22% of retailers with similar food offerings at checkout and leave 78% unregulated. This ordinance fails to achieve the public health goals and burdens full-service grocers with financial and operational impacts not experienced by their competitors. It was even confirmed by the city in a recent meeting that a grocer-only approach was not the intention of ordinance's sponsors, making it squarely a decision by the city to discriminate against grocery stores.

The application concern has been brought to the attention of the city, both staff and councilmembers, on a number of occasions in writing and in conversations. In the few circumstances where a response for the reasoning was provided, we were referred to two specific data points in one "Research Brief."¹ While relying on data is admirable, a review of the referenced materials does not support the claims or policy approach made by the city in a substantive way.

¹ Barker DC, Quinn CM, Rimkus L, Mineart C, Zenk SN, Chaloupka FJ. *Availability of Healthy Food Products at Check-out Nationwide, 2010-2012*. A BTG Research Brief. Chicago, IL: Bridging the Gap Program, Health Policy Center, Institute for Health Research and Policy, University of Illinois at Chicago; 2015.

The Honorable Michael Vargas

August 28, 2023

Page 2

On multiple occasions the city has referenced the research brief, which states 91% of “supermarkets” carry “candy” at checkout and were more likely to offer sugar-sweetened beverages at checkout. The city has also repeated the data point that convenience stores are more likely to carry fresh fruits and vegetables at checkout. Nevertheless, these two points — taken out of context — are misleading and fail to accurately represent the data.

The truth is that the research brief splits food retailers into three groups – supermarkets, grocery stores, and convenience and other food retail stores. The definitions, when applied to Perris retailers, would place full-service grocers in the “supermarket” category and convenience stores, minimarts, and chain pharmacies in the “grocery stores” and “convenience and other food retail stores” category. When sorted into the most applicable definitions, the research brief shows that the differential between food retailer types and their checkout product offerings is minimal at best.

Additionally, the research brief clearly shows that 88% of convenience and other food retail stores make candy available in the checkout area while only 14% offer fruit or vegetable alternatives. This means nearly all convenience and other food retail stores, outside of a few exceptions, contribute to the very policy problem the city purports to be aiming to solve.

In public testimony and direct conversations, the grocery industry has shown that other food retailers, especially chain convenience stores and chain pharmacies, directly compete with full-service grocery stores on a range of products. In Perris many of these convenience stores and chain pharmacies are located in close proximity to grocery stores – some only a couple hundred feet away from full-service grocery store locations. Therefore, to refuse to regulate other food retailers engaged directly in the very same product positioning that the Healthy Checkout ordinance aims for is nothing less than discriminatory and preferential treatment that detracts from the city’s stated policy aims.

In an effort to test the applicability of the research brief data relied upon by the city, we performed an initial assessment of checkout products at non-regulated food retailers currently operating in Perris using the retailer information published by Public Health Advocates. Our initial review included 16 food retailers and their checkout area product offerings (Attached).

The initial assessment includes 13 convenience stores with only three stores (23%) having any fruit or vegetable within six feet of the checkout area. Only seven convenience stores (54%) had any fruit or vegetable items in the entire store. In addition, we reviewed a general goods retailer with a significant number of grocery items, a retailer with a significant amount of food and snack items and a chain pharmacy offering grocery items. None had fruit or vegetable items available within six feet of the checkout and offered mostly, if not completely, food items that would not be allowed under the ordinance. In aggregate only 19% (three out of 16) of assessed retailers offered fruit or vegetables at checkout.

Using the research brief and our initial assessment it is reasonable to conclude that somewhere between 11%, as stated in the research brief, and 19%, from our initial assessment, of other food retailers offer fruit and vegetables at checkout. It is puzzling how the policy decision can rely on the idea that these food retail types sell fruits and vegetables in quantities enough to not be regulated when clearly very few do and, if so, do so in a diminished quantity and quality.

The Honorable Michael Vargas

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Page 3

In total, this means the city is promoting the policy concept that 78% of Perris food retailers should be unregulated based on data that shows maybe only 11% to 19% of those retailers may sell fruits and vegetables at checkout. It is important to note, CGA made the request to include in the ordinance the option for full-service grocers selling fruits and vegetables within in the checkout area to receive an exemption from the ordinance standards – the same exact reasoning why other food retailers are not regulated. The city's response was to avoid engaging in the topic or the concept.

The research brief, our initial assessment of other food retailers and, most importantly, the stated intent of providing healthy checkout options for Perris consumers should lead to the reasonable and accurate conclusion that all food retailers must be subject to checkout area regulation. To leave the ordinance in its current state is a clear discrimination against full-service grocers and a misguided, possibly disingenuous, effort to achieve the stated public health goals.

The grocery industry will again extend our offer, already made at every opportunity, to work in partnership with the City of Perris to support its public health efforts and develop a Healthy Checkout ordinance that achieves its public policy goals while respecting the grocery industry. However, without reasonable and equitable application of the ordinance by including additional food retailers, or similar policy options, we cannot support the ordinance. Additionally, we believe full-service grocers are being regulated in a discriminatory manner based on the policy record and real-world circumstances. We urge the Council to amend the ordinance to correct these serious defects before moving forward with amendments and proceeding towards implementation.

Sincerely,



Tim James

Director, Local Government Relations
California Grocers Association

cc: Members, Perris City Council
Nancy Salazar, City Clerk, City of Perris
Robert Khuu, City Attorney, City of Perris
Crystal Lopez, Recreation and Public Services Manager, City of Perris

Attachment:

Assessment of Perris Food Retailer Checkout Areas

Assessment of Perris Food Retailer Checkout Areas

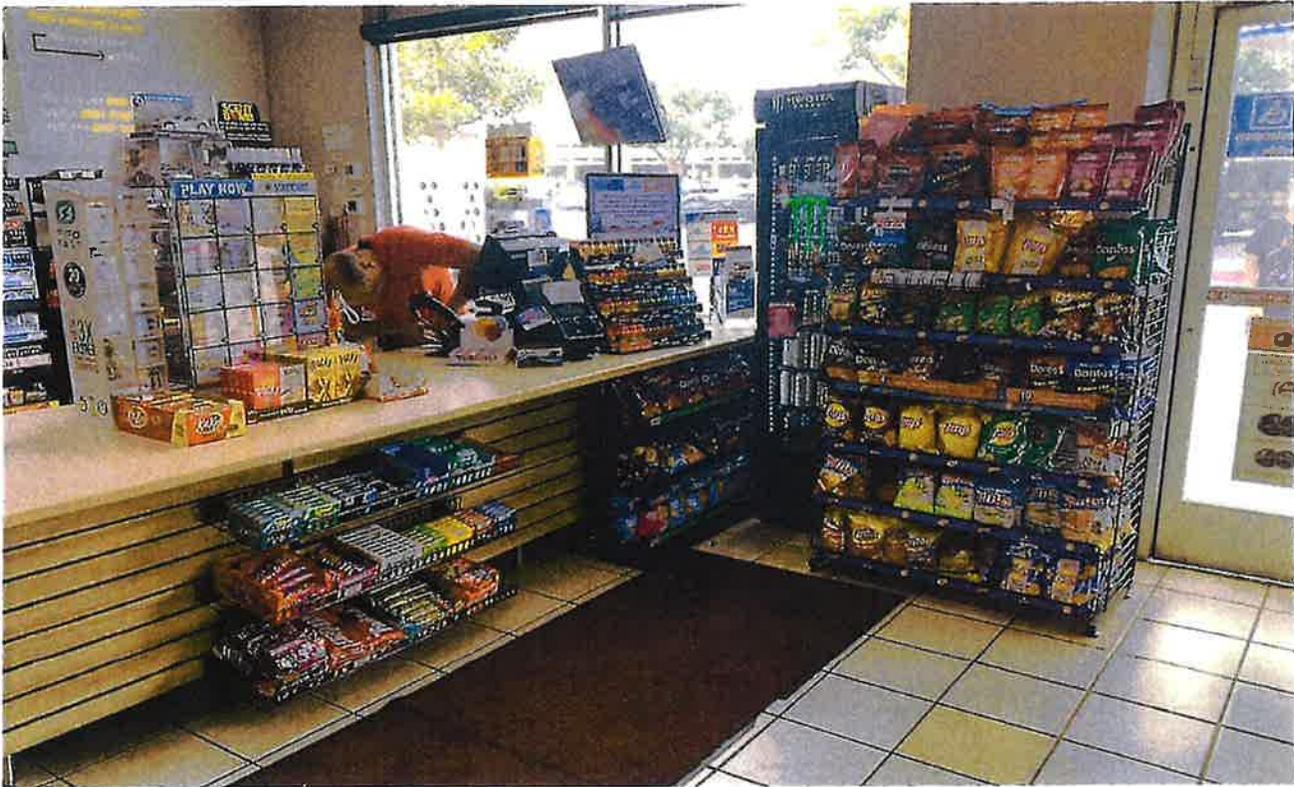
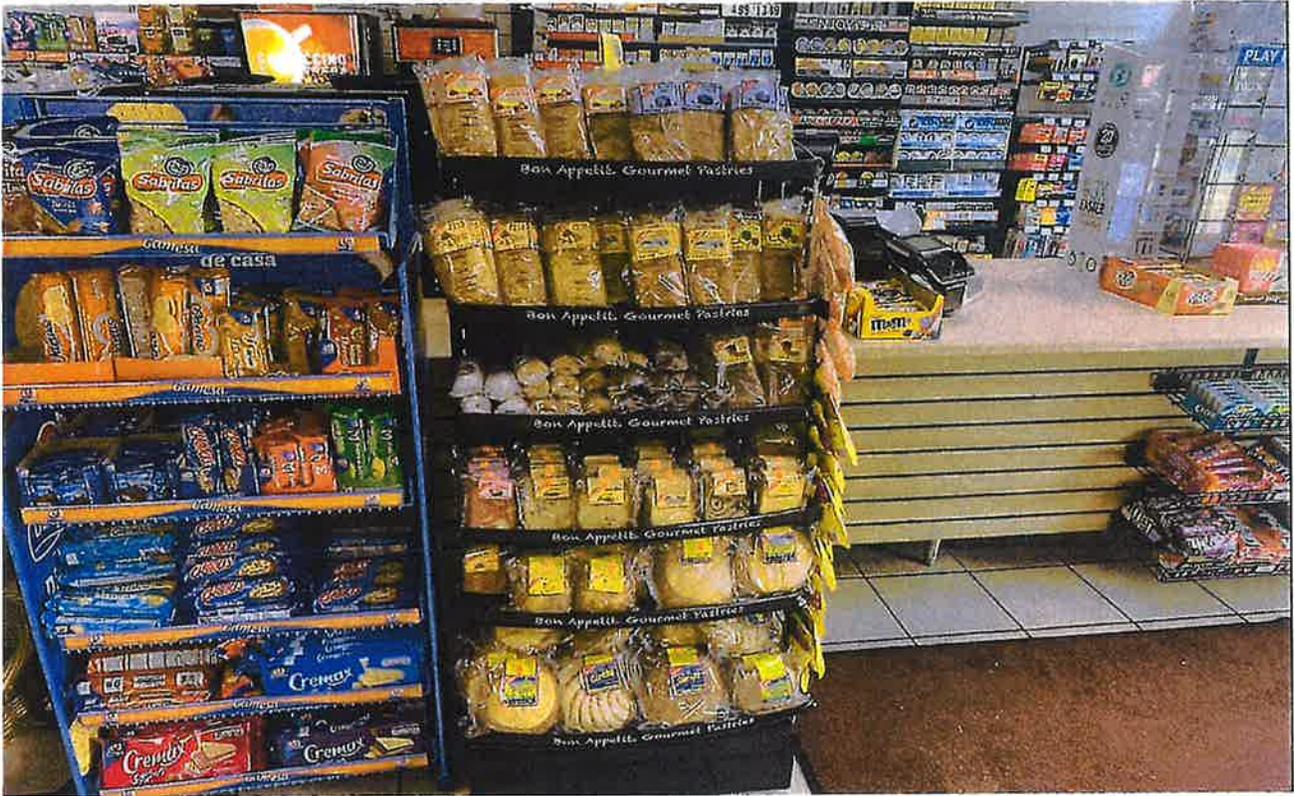
Extra Mile (1), 96 Ramona Expressway, Perris, CA 92571



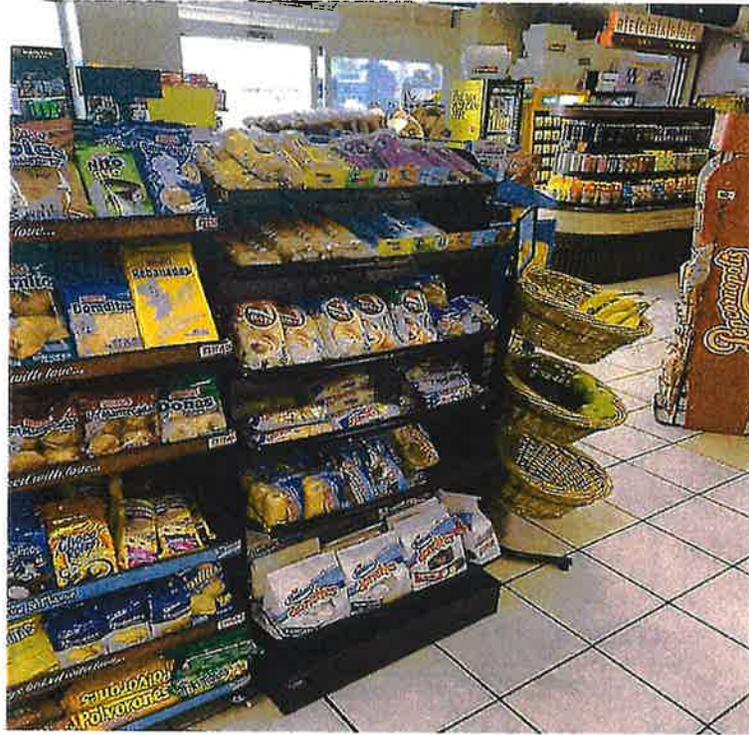
Fruit (apples and bananas) 25' away from checkout



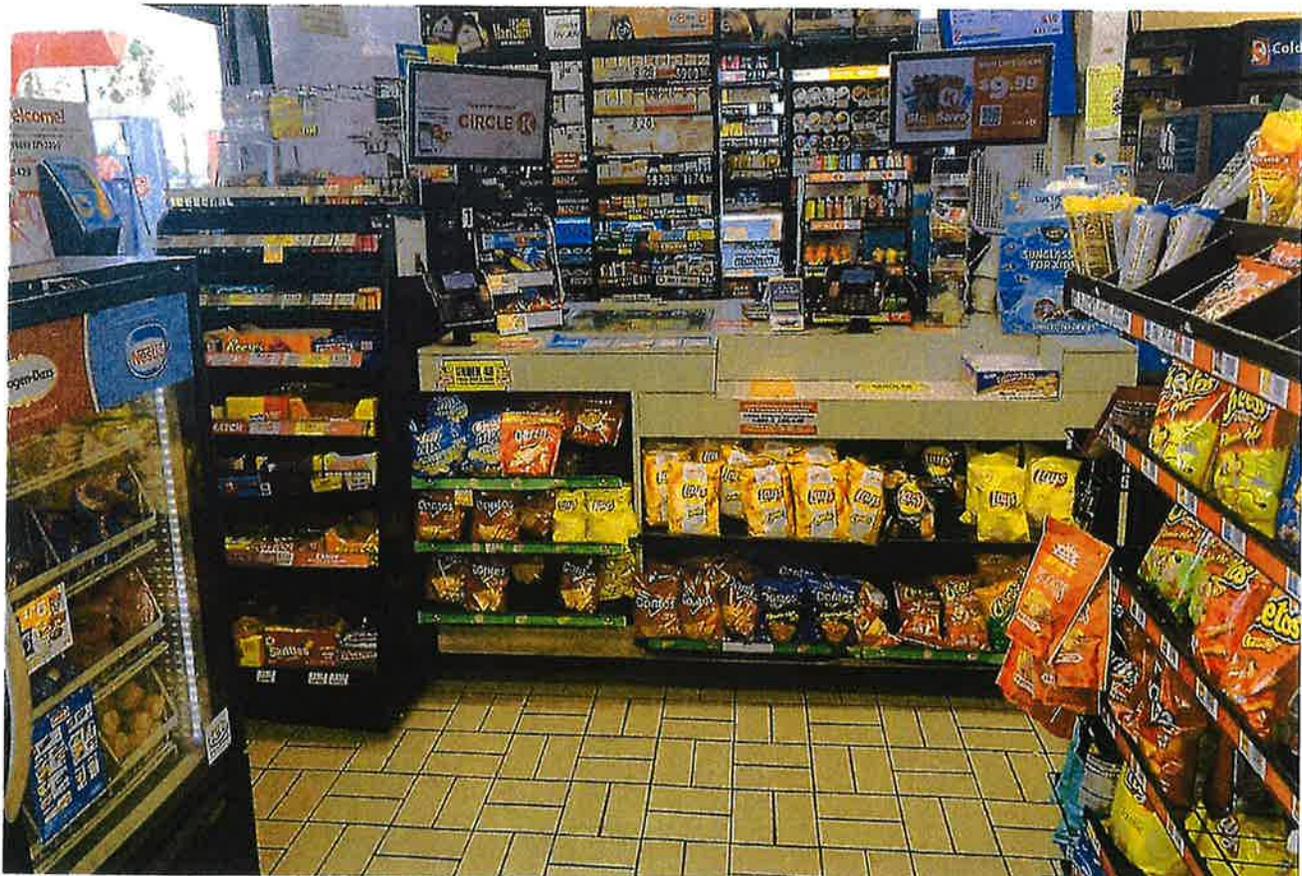
Extra Mile (2), 500 E. San Jacinto Ave., Perris CA 92571



Fruit (apple banana) 25' away from checkout



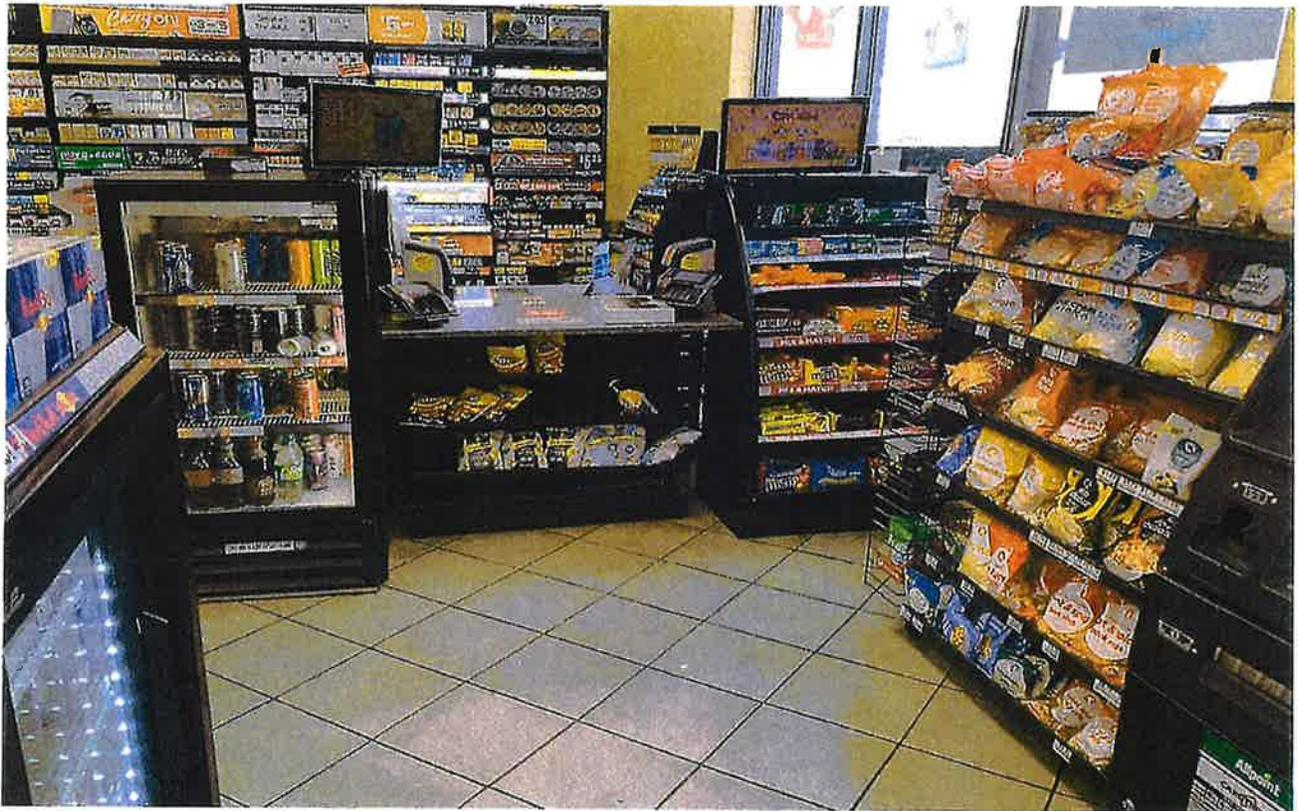
Circle-K (1), 3995 N. Perris Blvd., Perris, CA 92571



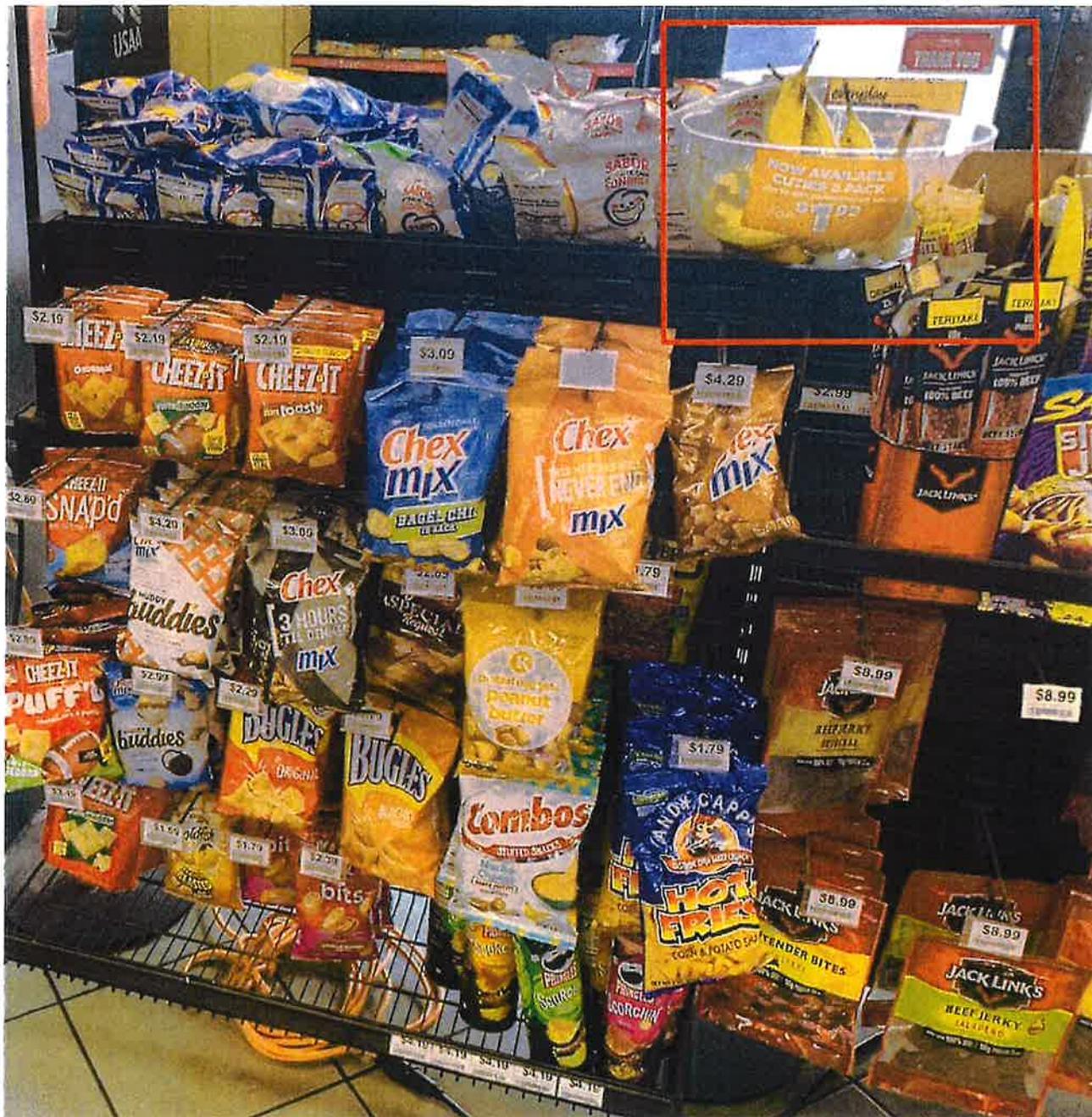
Circle-K (2), 1675 N. Perris Blvd., Perris, CA 92571



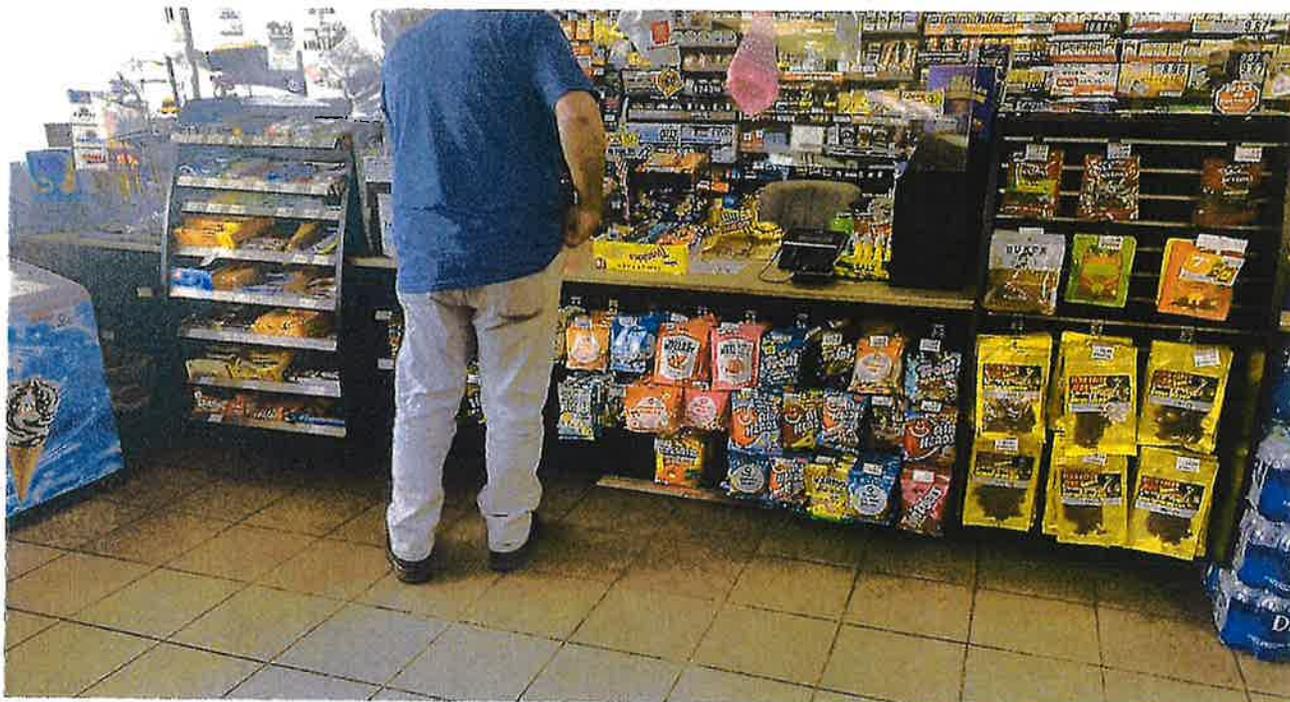
Circle-K (3), 3150 Case Rd., Perris, CA 92571



Bananas away from checkout



Circle-K (4), 19248 Harvil Ave., Perris, CA 92570



Apples and Limes away from checkout



Am-Pm (1), 4040 N. Perris Blvd., Perris CA, 92571



Bananas away from checkout



Am-Pm (2), 23561 Cajalco Rd., Perris CA, 92571

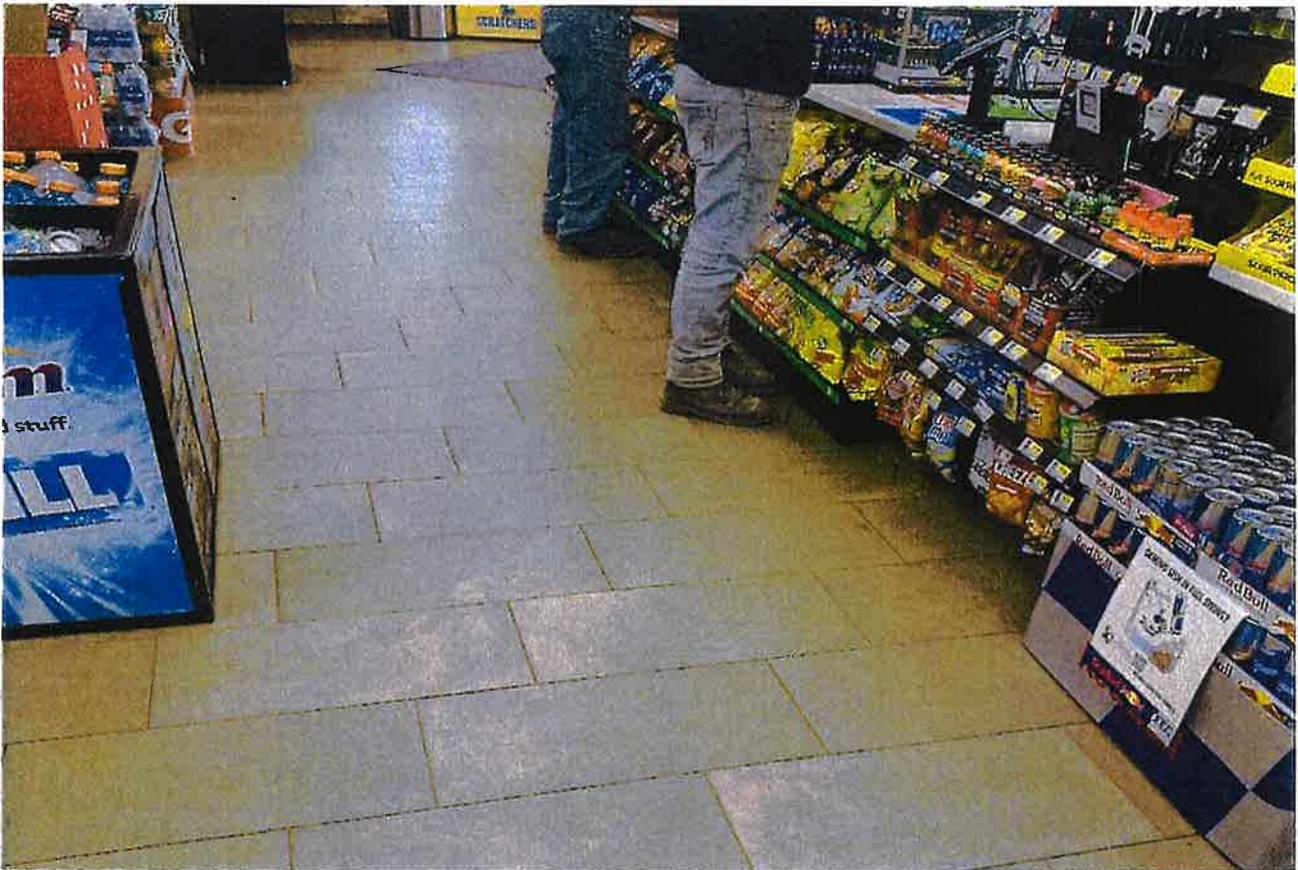
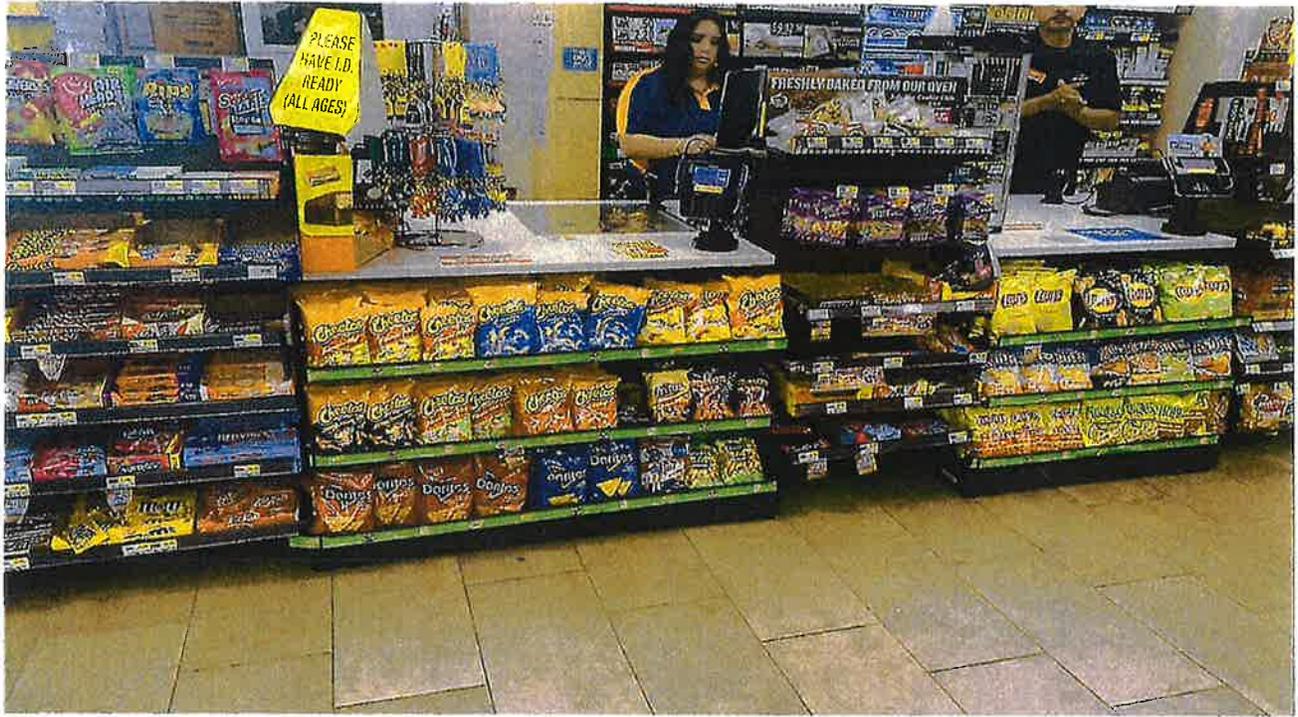




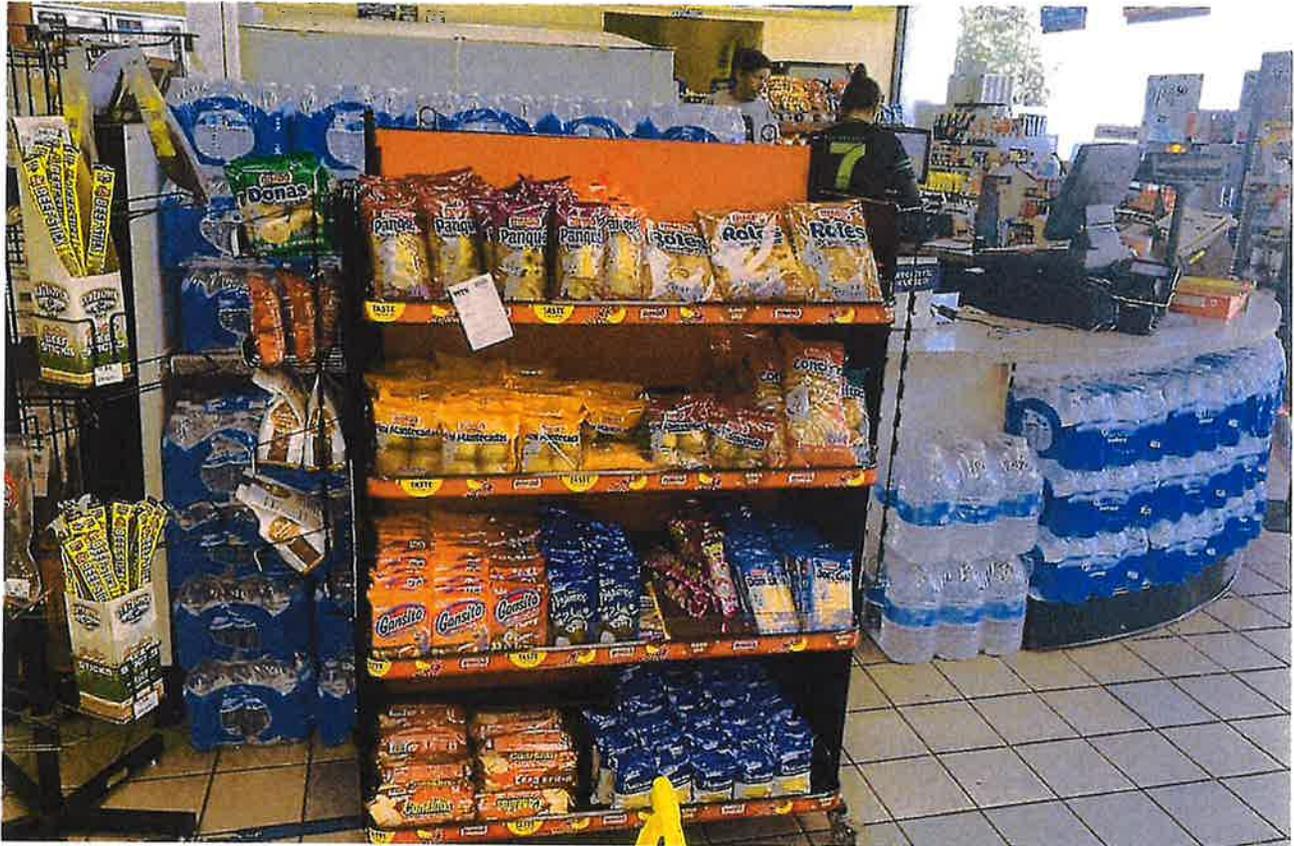
Apples and Bananas near checkout, approx. 6'

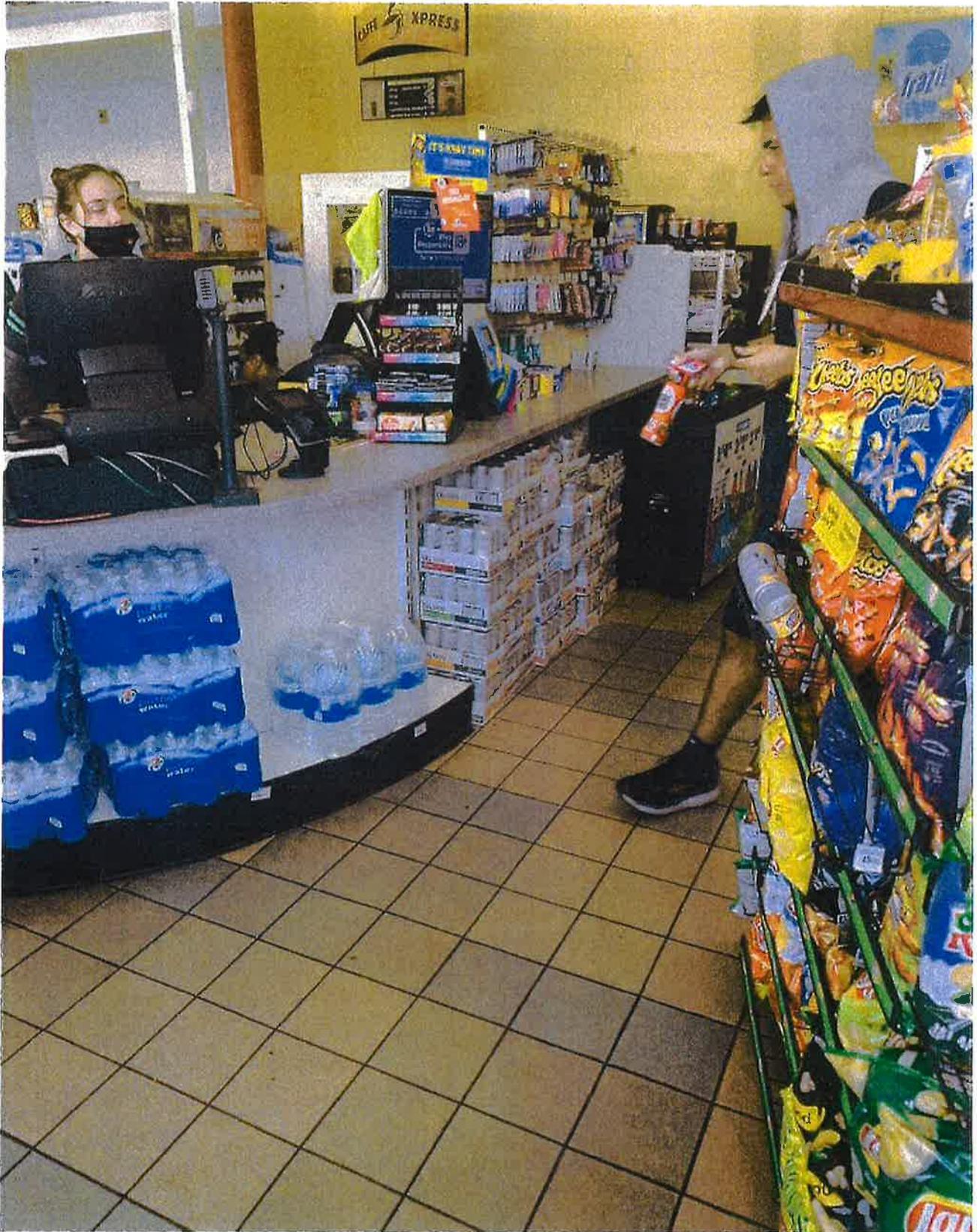


Am-Pm (3), 280 W. nuevo Rd., Perris CA, 92571



Food Mart (1), 4039 N Perris Blvd., Perris, CA 92571





Food Mart/Shell (2), 490 E. San Jacinto Ave., Perris, CA 92571



Food Mart (3), 500 E. San Jacinto Ave., Perris, CA 92571





Apples and Oranges away from checkout, approx. 10'. When asked, employee called them "old"

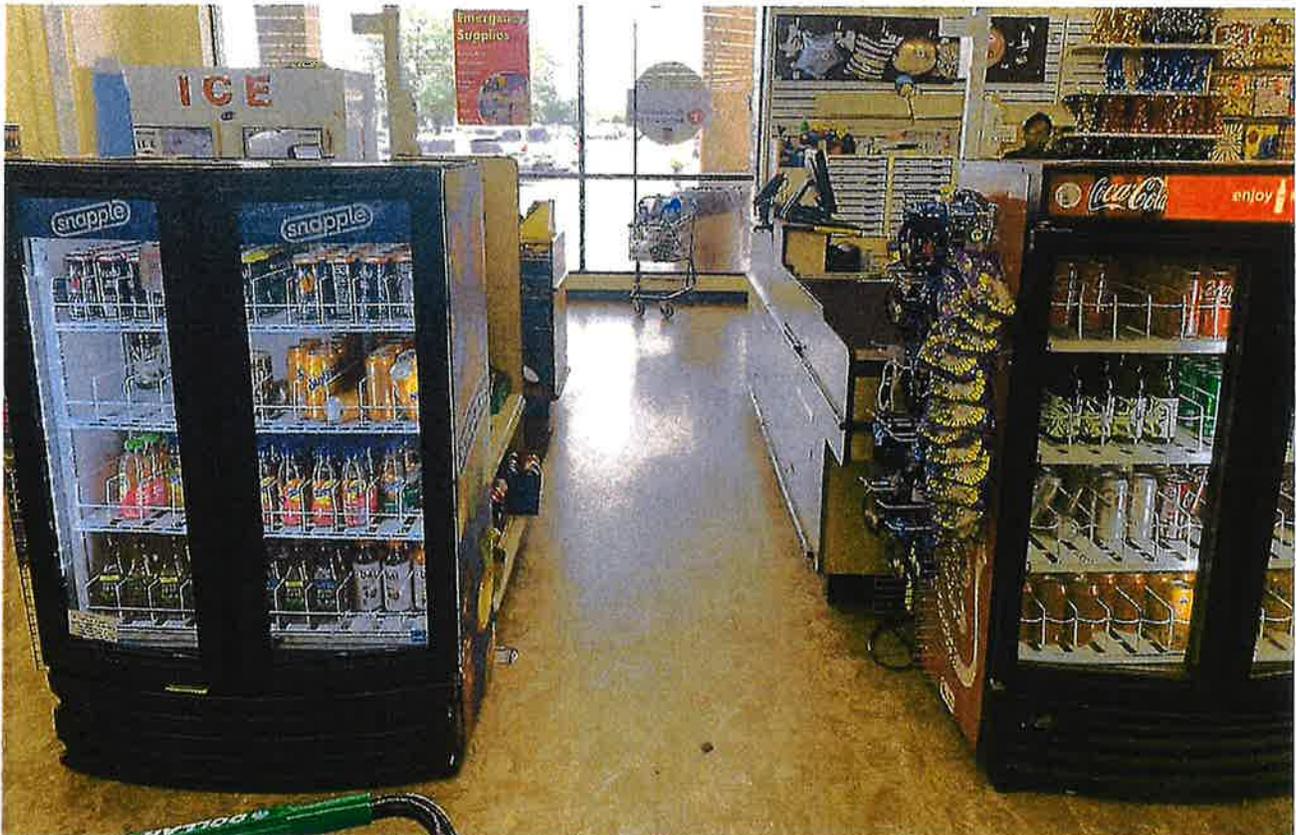
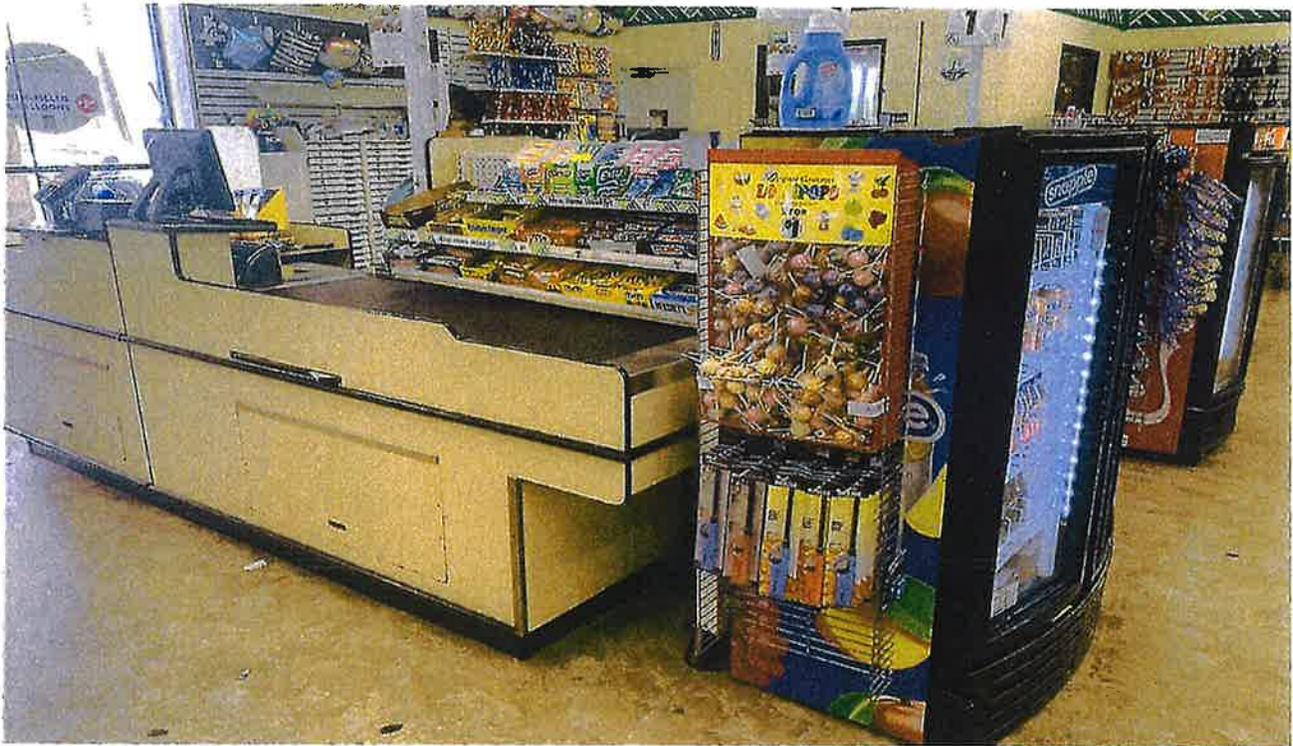


7-Eleven (1), 3155 Case Rd., Perris, CA 92570

Bananas at checkout, no other food/beverage qualifies



Dollar Tree (1), 2560 N Perris Blvd., Perris, CA 92571

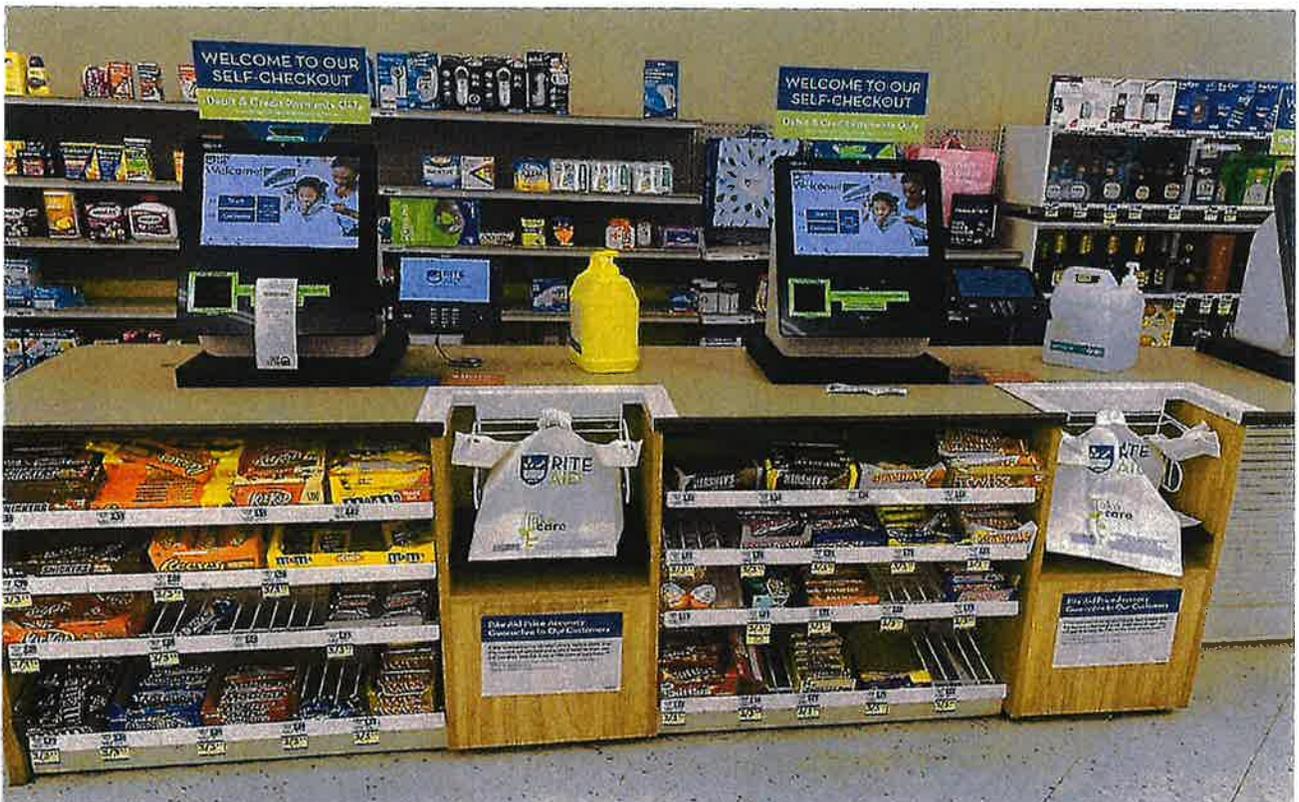


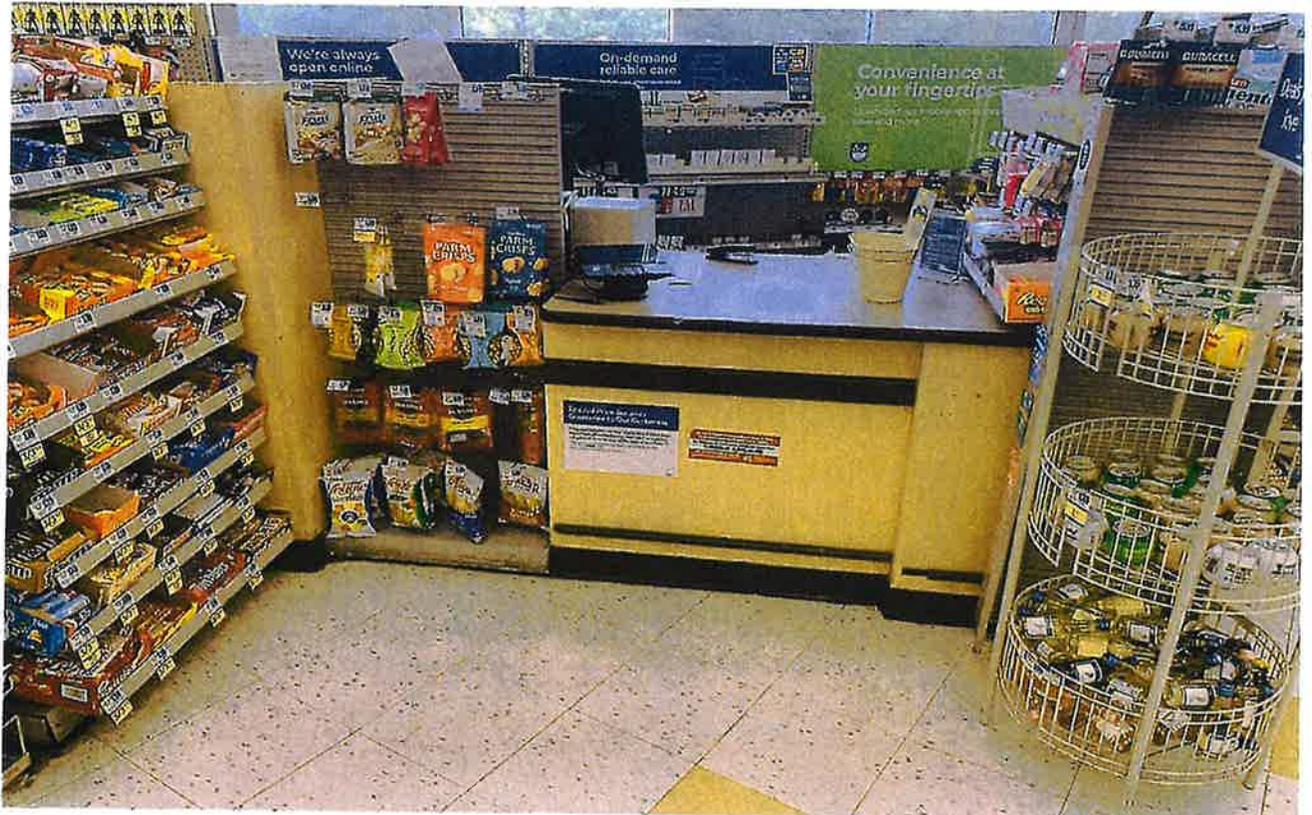
Five Below (1), 1688 N. Perris BLVD., Perris, CA 92571





Rite Aid (1), 1688 N. Perris Blvd., Perris CA 92571





Judy Haughney

From: Pete Van Helden <Pete.VanHelden@staterbros.com>
Sent: Monday, August 28, 2023 2:51 PM
To: Michael Vargas; Marisela Nava; 'MCorona@cityofperris.com'; David Starr Rabb; Rita Rogers; City Clerk
Subject: Healthy Checkout Ordinance
Attachments: Stater Bros. Charities Taste and Teach Program.pdf



Honorable Mayor Vargas, City Council Members, City Staff:

My name is Pete Van Helden, and I am the CEO and Chairman of the Board of Directors for Stater Bros. Markets. Since learning about the Perris Healthy Checkout Ordinance right after it was approved, we have been working with the California Grocers Association (CGA) and the city of Perris Leadership to find ways to support the ordinance's intent while limiting the negative impact on our business. While we recognize the proposed amendments to the ordinance have reduced the financial impact on our company, we remain opposed to it. Why? Because sixty-seven (67) retail outlets in the city of Perris sell very similar items at their checkouts, but only fifteen (15) stores are required to comply with this ordinance. If the ordinance is about improving children's eating habits, we don't understand why 78% of the stores that sell similar items are exempt. We find the application of the ordinance discriminatory and anti-business to our grocery retail sector. Consequently, we have notified our development partner, Lewis Companies Inc., that we are withdrawing our interest in the Perris Valley Town Center development located on the SE corner of East San Jacinto Ave and Redlands Ave. For Stater Bros. Markets, building a new store is a \$20M investment that commits us to a community for 30+ years. We are deterred when we see this type of discriminatory ordinance, which leaves us to wonder what other kinds of restrictions will be enacted over the coming years that will not be evenly applied to similar businesses.

Despite withdrawing from investing in the Perris Valley Town Center project, we remain committed to serving the community through our existing store on Nuevo Road. If the city leadership is interested in considering other ways to improve children's eating habits other than mandating specific products and where we can sell them, Stater Bros. Markets has different programs and ideas we would like to discuss. I have attached information about one such program we partner with the California Foundation for Agriculture in the Classroom, Taste and Teach. It is in its fifth successful year...over time, teaching nearly 20,000 students throughout Southern California about commodities like fruits, vegetables, nuts, and healthy eating habits. A student, Diego, who participated in the Taste and Teach program, said, *"I thought spinach was so bad every time my mom would cook it. Then in class, we had a delicious salad bar. I mixed spinach and lettuce together, sliced strawberries, and an avocado. Next, I added ranch dressing, and it was as good as dessert!"*

I encourage you to contact our Vice President of Corporate Affairs, Nancy Negrette, to learn more and discuss other creative ways to improve children's healthy eating habits through education. She can be reached at (909) 733-5406 or nancy.negrette@staterbros.com and looks forward to collaborating with you.

Sincerely,
 Pete Van Helden

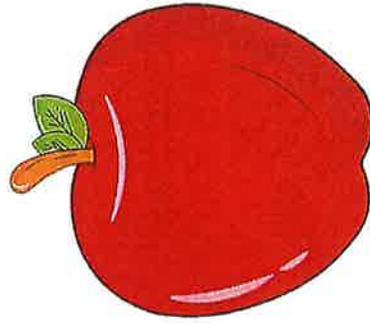
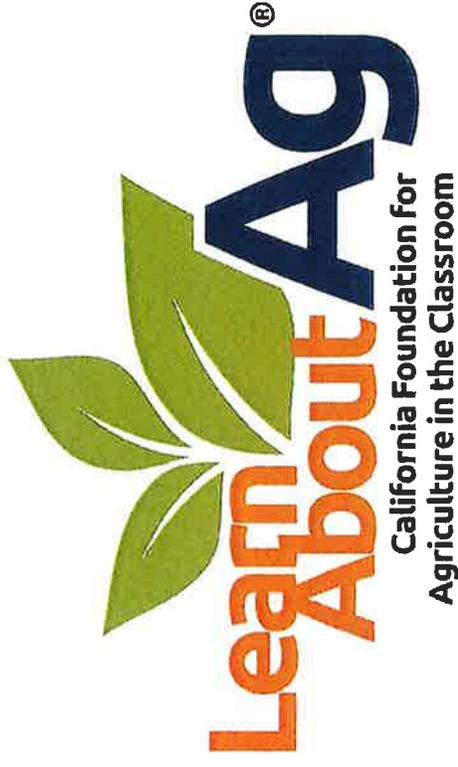
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STATER BROS.
charities



Educating youth throughout Southern California about the
importance of agriculture and nutrition in their daily lives since 2018





Stater Bros. Charities has partnered with the California Foundation for Agriculture in the Classroom to support its **Taste and Teach** program.

The **Taste & Teach** program provides teachers with the tools and resources to educate youth throughout Southern California about the importance of agriculture and nutrition in their daily lives.

Teachers receive a \$100 gift card to Stater Bros. Markets grocery stores to purchase featured California-grown commodities (fruits, vegetables, and nuts!) each month beginning in September and ending in August.

Teachers also receive a binder of helpful resources, including instructions on leading students in a taste test while meeting California Academic Standards. The program requires teachers to complete a formative and summative online evaluation.

Since 2018, Stater Bros. Charities has invested **\$230,000** in the Taste and Teach Program and has committed to fund the program if offered to Southern California teachers.





Teacher and Student Reach

2018-2019:

Worked with **100** teachers from **6** different Southern California counties
Reached **3,157** students

2019-2020:

Worked with **200** teachers from **6** different Southern California counties
Reached **6,938** students

2021-2022:

Worked with **100** teachers from **9** different Southern California counties
Reached **3,464** students

2022-2023:

Worked with **100** teachers from **9** different Southern California counties
Reached **3,340** students

2023-2024:

Selected **100** teachers for this school year

Taste and Teach Curriculum

Teaching resources are organized according to the month in which each California Grown commodity is featured:

September—Tomatoes

October—Apples

November—Table Grapes

December—Citrus

January—Almonds, Pistachios and Walnuts

February—Leafy Greens

March—Green Beans

April—Avocados

May—Berries

June—Dairy Foods

July—Pears

August—Peaches

Colorful Fruits and Veggies

Many red fruits and vegetables contain important phytonutrients that help to maintain and improve your health. Keep your diet healthy with high content fruits and vegetables with high content of Vitamin C and/or fiber are also.

Red leafy peppers, guavas, radishes, papayas, raspberries, pineapples, pomegranates, and tomatoes.

Some orange fruits and vegetables are known for having beta-carotene, the precursor to vitamin A in the body, which is important for your body, immune system, and skin. See what are sources of beta-carotene.

Pumpkins, apricots, cantaloupes, oranges, and mangoes.

Several green vegetables can be a good source of potassium, a good source of potassium, heart rate, and blood pressure. Potassium helps your muscles to contract, prevents muscle cramps, and helps to build strong bones.

Broccoli, kale, artichokes, collard greens, spinach, peas, and lentils.

Many blue and purple fruits and vegetables contain phytonutrients that help to protect against cancer, and keep your heart healthy. Some of these fruits and vegetables are a good source of Vitamin C.

Blackberries, plums, purple asparagus, purple onions, and blueberries.

Many blue and purple fruits and vegetables contain phytonutrients that help to protect against cancer, and keep your heart healthy. Some of these fruits and vegetables are a good source of Vitamin C.

Choose MyPlate 90%

MyPlate

- Grains
- Protein
- Vegetables
- Fruits
- Dairy

Activity

The MyPlate food icon shows us how to create a healthy meal. Identify the components of the food pyramid, fruits, vegetables, protein, grains, and dairy. Fill in your plate with a colorful rainbow of fruits and vegetables. Using a grocery store ad, cut out healthy foods you like from each of the food groups. Glue the food onto the plate in the appropriate place to create "Your Plate".

Activity

Calculate the total cost of your meal using the abbreviated price. Will your meal be a healthy meal? Calculate the nutritional value of the meal.

Class Survey

Survey your class to determine food preferences. First, select one of the five food groups: fruits, vegetables, protein, dairy, grains. The food group you select will determine the theme for your survey. Next, think of at least five different foods that are in your selected food group. For example, if you chose fruits you might write: apples, oranges, kiwis, lemons, and peaches. Write down the names of each of the foods. Choose a bar graph in the space provided to illustrate your results.

Survey

(Write in the bar graph your results.)

Standards: Health: 11-12.12.1, 11-12.12.2, 11-12.12.3, 11-12.12.4, 11-12.12.5, 11-12.12.6, 11-12.12.7, 11-12.12.8, 11-12.12.9, 11-12.12.10, 11-12.12.11, 11-12.12.12, 11-12.12.13, 11-12.12.14, 11-12.12.15, 11-12.12.16, 11-12.12.17, 11-12.12.18, 11-12.12.19, 11-12.12.20, 11-12.12.21, 11-12.12.22, 11-12.12.23, 11-12.12.24, 11-12.12.25, 11-12.12.26, 11-12.12.27, 11-12.12.28, 11-12.12.29, 11-12.12.30, 11-12.12.31, 11-12.12.32, 11-12.12.33, 11-12.12.34, 11-12.12.35, 11-12.12.36, 11-12.12.37, 11-12.12.38, 11-12.12.39, 11-12.12.40, 11-12.12.41, 11-12.12.42, 11-12.12.43, 11-12.12.44, 11-12.12.45, 11-12.12.46, 11-12.12.47, 11-12.12.48, 11-12.12.49, 11-12.12.50, 11-12.12.51, 11-12.12.52, 11-12.12.53, 11-12.12.54, 11-12.12.55, 11-12.12.56, 11-12.12.57, 11-12.12.58, 11-12.12.59, 11-12.12.60, 11-12.12.61, 11-12.12.62, 11-12.12.63, 11-12.12.64, 11-12.12.65, 11-12.12.66, 11-12.12.67, 11-12.12.68, 11-12.12.69, 11-12.12.70, 11-12.12.71, 11-12.12.72, 11-12.12.73, 11-12.12.74, 11-12.12.75, 11-12.12.76, 11-12.12.77, 11-12.12.78, 11-12.12.79, 11-12.12.80, 11-12.12.81, 11-12.12.82, 11-12.12.83, 11-12.12.84, 11-12.12.85, 11-12.12.86, 11-12.12.87, 11-12.12.88, 11-12.12.89, 11-12.12.90, 11-12.12.91, 11-12.12.92, 11-12.12.93, 11-12.12.94, 11-12.12.95, 11-12.12.96, 11-12.12.97, 11-12.12.98, 11-12.12.99, 11-12.12.100

Example of Teaching Curriculum Materials used by teachers

Taste and Teach November - Table Grapes



Five Fun Facts About Table Grapes!

- In California, table grapes are harvested from late June through the fall, making fresh table grapes available through January.
- California farmers produce about 99% of the table grapes grown in the U.S.
- Viticulture first began in the late 1700s when Spanish friars arrived to establish Catholic missions.
- California produces more than 2 billion pounds of table grapes each year.
- Table grapes are grouped into three color classifications: green, black and red.

Four Fun Teaching Ideas!

- Watch this video on grapes from California Bountiful: <https://www.youtube.com/watch?v=mAN1ku1BwAA>
- Watch more videos about California table grapes at GrapesFromCalifornia.com. Have students write down five facts they learned about table grapes, and then share and discuss their facts with a partner.
- Have students research the distribution of table grapes over time and map their findings on a world map.
- Take a poll! Have students taste black, green and red table grapes and raise their hands on which ones they like best. Graph and compare the findings.



Explore all the great table grape resources in this section!

Harvest of the Month

Network for a Healthy California



Nutrition Facts	
Per 1 cup (152g) of seedless table grapes	
% Daily Value*	
Total Fat	0g
Total Carbohydrate	27g
Dietary Fiber	1g
Sugars	19g
Total Protein	0g
Vitamin C	14%

GRAPES

Health and Learning Success Go Hand-In-Hand
 Schools are places where children develop many lifelong habits and preferences. Studies have shown that school-based nutrition education promoting healthy eating and physical activity can improve academic performance. However, the health supports academic content standards and gives students the chance to learn about nutrition, calories, taste, and community to moderate and support students to make healthy food choices and be physically active every day.



Exploring California Grapes: Taste Testing

- What You Will Need (per group of 4-6 students):**
- 1 small bunch each of red, green, and black varieties of seedless California grapes*
 - Enough brushes to allow students to try each variety
 - Enough paper and colored pencils

*See Student Facts page 21 for varieties.

- Activity:**
- Have three volunteers on green paper labeled red, green, and black make a small bunch of grapes from the real grapes.
 - Test red grape safety and describe in appropriate color and row.
 - Repeat activity for green and black varieties.
 - Complete and compare the three grape varieties; discuss as a class.
 - Discuss the factors that contribute to the different characteristics in each variety (e.g., environment, harvest time, climate).
 - Take a poll to determine the students' favorite grape variety.

For more ideas, information, or possibly supplementary materials to implement Food and Vegetables Connections, Please see Better Health Publications, 2003, pp. 38-42.

Reasons to Eat Grapes

- A 1/2 cup of red or green grapes is:
 - A good source of vitamin C and potassium
 - A source of carbohydrates, mostly in the form of simple sugars*
- *Learn about sugars on page 2.
- Champion Sources of Vitamin C:**
 - Bell peppers
 - Berries
 - Broccoli
 - Green beans
 - Leafy greens
 - Peaches
- *Chromium is an essential mineral that is a good source of vitamin C (at least 10% Daily Value).



For more ideas, information, or possibly supplementary materials to implement Food and Vegetables Connections, Please see Better Health Publications, 2003, pp. 38-42.

Cooking in Class:

Grape Tea Sandwich

Makes 36 servings at 1/2 sandwich per serving.

- 1 pound red grapes, washed, halved, cored
 - 1 (8-ounce) container lowfat cream cheese
 - 18 slices whole wheat bread
 - Paper plates and napkins
- Lightly spread 2 tablespoons of cream cheese on each slice of bread.
 - Put 1/2 cup of grapes on top of the cream cheese for each slice of bread.
 - Put sandwiches together and slice into quarters.
 - Serve immediately.

Adapted from: National Center for Human Nutrition, 2010.

Teacher Feedback about the Taste and Teach Program

When teachers were asked what the most surprising thing they learned by participating in the Taste and Teach program, they said the following:

"The interest of the students. One student always wanted to assist in getting the taste testing ready. She was always excited to help and use the various items we were sent to use (avocado and dairy gifts) with the tastings. I was super interested in learning that one group of students were not familiar with green beans and refused to try them; another group loved them! Getting my kiddos to write is difficult. However, with Taste and Teach, my students were very willing to write about the monthly commodity. Yay!"

"How easy it was to use the materials and teach so many things with one fruit or vegetable."

"How willing students are to try new things after they learn about them."

"Many of the students have no idea that so much produce is grown locally."

"How much more willing the children are to try new foods when they grow or prepare them."

"How my students are engaged, curious, and willing to try new things if they have the opportunity to experience this with the whole class."

"Students were reluctant to eat food that was unfamiliar to them, but when they tried it, almost everyone liked it, so it was a good lesson in doing things outside of your comfort level."

"I'm always surprised how excited the kids get about making the foods. Especially if they grow the food. When our first cauliflower grew, they all said our cauliflower fried rice was the best thing they've ever eaten."

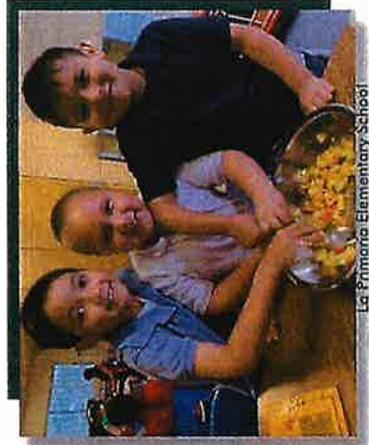


High Tech Elementary North County students tasted different types of Leafy Greens.

Student and Teacher Feedback about the Taste and Teach Program



Vista del Monte Elementary School



La Primario Elementary School

"My students' favorite tasting was the oranges. We first tasted each type of oranges. Then we had enough to make a fruit salad mixed with the berries and whipped cream. They loved it. During the distance learning, some made the salad for dessert for their parents. Parents enjoyed this cooking lesson."

"My students' favorite commodity was the apples. They had eaten apples before, but they did not realize the variety of apples that were available. My favorite one to watch was lettuce, which was not well-received!! However, my students were laughing and having fun."

"We liked trying all the produce we ate. Tomatoes were the favorite to watch students eat because they were not expecting the juicy squirt when bitten into. Many students said they would eat the produce again. We talked about different ways we could eat them."



La Primario Elementary School

"I thought spinach was so bad every time my mom would cook it. Then in class, we had a delicious salad bar. I mixed spinach and lettuce together, sliced strawberries and an avocado. Next, I added ranch dressing and it was as good as dessert!" -Diego

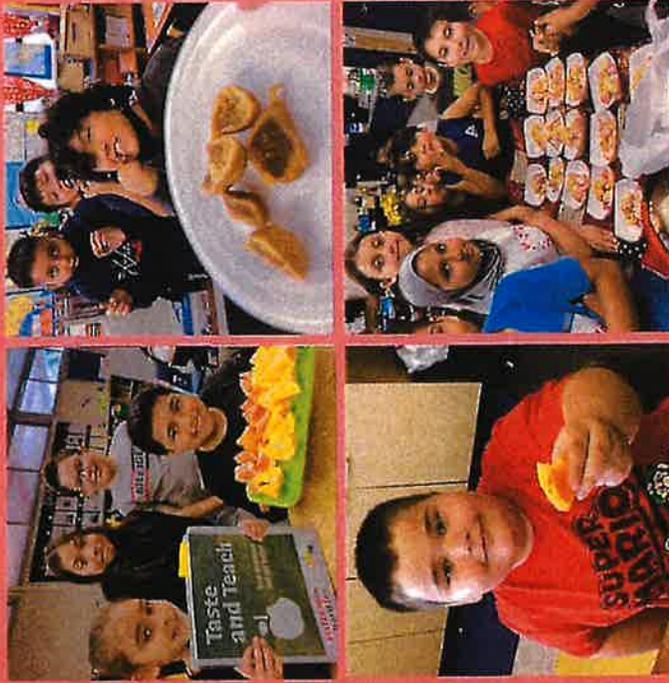
"Apple juice, apple sauce, raw apples and baked apples. They are so delicious and good for you. Now I know why an apple has the power to keep you healthy and away from the doctor. I definitely will eat one everyday." -Bryan



Durfee-Thompson Elementary School



Taste and Teach



To learn more about the Taste and Teach program, visit:

[Taste & Teach | California Agriculture in the Classroom \(learnaboutag.org\)](http://learnaboutag.org)

Application is OPEN

Apply by August 21, 2023



11.D.

August 28, 2023

VIA E-MAIL

Michal Vargas (mayor@cityofperris.org)
Marisela Nava (mnavava@cityofperris.org)
Malcolm Corona (mcorona@cityofperris.org)
David Starr Rabb (dsrabb@cityofperris.org)
Rita Rogers (rrogers@cityofperris.org)
Nancy Salazar (cityclerk@cityofperris.org)
Crystal Lopez (clopez@cityofperris.org)
City Clerk (clerk@cityofperris.org)



Re: Evidence Preservation Notice – “Healthy Checkout Options”, Perris Municipal Code Ordinance amending Chapter 7.50

Dear Mayor and Members of the City Council:

We write on behalf of our client California Grocers Association (“CGA”) regarding the proposed amendments to the so-called “Healthy Checkout Options” ordinance, Chapter 7.50 of the Perris Municipal Code.

The amendment to the ordinance singles out an arbitrarily-defined group of grocery stores and requires them to comply with the City’s poorly reasoned efforts to prevent consumers from accessing foods which are unilaterally deemed by the City to be unhealthy. The City’s consideration of this amendment to the ordinance would, if passed, lead to the enactment of an unlawful, interest group-driven concept disguised as a public interest measure. The ordinance interferes with grocery companies’ independent operation of their businesses and unduly targets only certain grocery providers in violations of their constitutional equal protection rights. We respectfully request the City Council reject the currently proposed amendment to the ordinance and reject implementation of the ordinance in its entirety.

The Ordinance fails to address its stated goals

The stated intent of the ordinance is to increase healthy product choices for consumers in the City of Perris. The amendments to the ordinance will not accomplish that intended goal when it leaves 78% of retail food stores exempt from its requirements. Notwithstanding the repeated efforts by CGA and its member stores to bring this defect in the ordinance to the attention of the City Council and staff, the draft of the amendments to the ordinance set for consideration on August 29 will, on its face, apply to only 15 out of 67 retail sellers of groceries within the city. It cannot be concluded that an ordinance with so many unregulated grocery sellers will accomplish its stated goals.

The Ordinance is Unlawful

The ordinance as amended violates the U.S. Constitution's and California Constitution's Equal Protection Clauses (the "Equal Protection Clauses"). The Equal Protection Clauses provide for "equal protections of the laws." U.S. Const. amend. XIV, § 1; Cal. Const. art I, § 7(a). This guarantee is "essentially a direction that all persons similarly situated should be treated alike" and "secure[s] every person within the State's jurisdiction against intentional and arbitrary discrimination, whether occasioned by express terms of a statute or by its improper execution through duly constituted agents." *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432, 439 (1985); *Village of Willowbrook v. Olech*, 528 U.S. 562, 564 (2000). No law may draw classifications that do not "rationally further a legitimate state interest." *Nordlinger v. Hahn*, 505 U.S. 1, 10 (1992). By requiring that any classification "bear a rational relationship to an independent and legitimate legislative end, [courts] ensure that classifications are not drawn for the purpose of disadvantaging the group burdened by law." *Romer v. Evans*, 517 U.S. 620, 633 (1996).

As discussed above and in the extensive written and verbal testimony in the record, the ordinance here unfairly targets only some grocery companies and arbitrarily subjects certain grocers to the "Healthy Checkout Options" mandate while exempting the vast majority of food retailers within the city who also sell snack foods near their checkstands. *See Fowler Packing Co., Inc. v. Lanier*, 844 F.3d 809, 815 (9th Cir. 2016) ("[L]egislatures may not draw lines for the purpose of arbitrarily excluding individuals," even to "protect" those favored groups' "expectations."); *Hays v. Wood*, 25 Cal. 3d 772, 786-87 (1979) ("[N]othing opens the door to arbitrary action so effectively as to allow [state] officials to pick and choose only a few to whom they will apply legislation and thus to escape the political retribution that might be visited upon them if larger numbers were affected."). The ordinance impacts the grocers' fundamental right to be free from unreasonable government interference with their business operations. Absent from the ordinance is any requirement that would address its stated purpose of promoting the public's health and safety for all food shoppers within the city. Put simply, there is a disconnect between the ordinance's reach and its stated purpose, making it unlawful and violative of the equal protection rights of CGA's members.

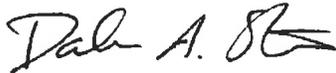
The Ordinance ignores the practical and competitive issues associated with compliance

As demonstrated irrefutably by the written and verbal testimony of CGA and its members, the so-called research brief on which the city purports to base its discriminatory ordinance is inapplicable to the realities of retail food sales in the city, and has been quoted entirely out of context. Further, the discriminatory application of the ordinance to only a fraction of the retail food sellers within the city will create a competitive advantage in favor of the majority of food sellers, who are unreasonably excluded from the ordinance's coverage. This blatant favoritism raises serious questions about the true motives of the proponents of the ordinance.

For the reasons discussed above, we respectfully request the City Council reject the amendments to the ordinance and implementation of the ordinance itself.

Sincerely,

DOWNEY BRAND LLP



Dale A. Stern

DAS:slr

cc: . California Grocers Association
Perris City Attorney's office rkhuu@cityofperris.org

1884871v1

Judy Haughney

From: Marisa Kutansky <mkutansky@heritagegrocers.com>
Sent: Tuesday, August 29, 2023 10:50 AM
To: Michael Vargas; Marisela Nava; MCorona@cityofperris.com; David Starr Rabb; Rita Rogers; City Clerk
Subject: Perris' Healthy Checkout Initiative



Good morning,

Pursuant to an email sent to Perris City Council Members on Friday, July 21, 2023, I am reaching out once again regarding Perris' Healthy Checkout initiative.

As previously noted, Cardenas Markets prioritizes supporting our valued customers in making healthy decisions while ensuring they have product choice throughout our stores. Similarly, we value partnerships with the communities we serve to support healthy initiatives, but the fact that the Healthy Checkout Ordinance only applies to full-service grocery stores is cause for concern.

As currently proposed the ordinance does not apply to other food retailers with the same product offerings near their point-of-sale areas. To that end, this leaves many other food retailers, which are our competitors, unregulated, and by not including other food retailers you are sending a mixed message to consumers and discriminating against grocers.

Without fair and equitable application across food retailers we cannot support the ordinance.

Respectfully,

Marisa Kutansky | Senior Communications Director
Marketing Department



P: 909.923.7426 ext. 1414 | A: 2501 Guasti Rd. Ontario, CA 91761
<https://heritagegrocersgroup.com/>

*Please note that my email has changed to mkutansky@heritagegrocers.com



CITY OF PERRIS

10.B.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Purchase four (4) Chevrolet 2500 Trucks, one (1) 3-yard Dump Truck, and one (1) Skip Loader for the Public Works Department.

REQUESTED ACTION: Council to award the purchase of four (4) Chevrolet 2500 trucks to Bob Stall Chevrolet, one (1) 3-yard Dump Truck to FairView Ford, one (1) Skip Loader to RDO Equipment Co. for the Public Works Department, and authorize the City Manager to execute the contracts with Bob Stall Chevrolet, FairView Ford, and RDO Equipment Co., and all necessary documents approved to form by the City Attorney.

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

BACKGROUND/DISCUSSION:

The City of Perris, Public Works Department requests authorization to purchase four (4) Chevrolet 2500 trucks from Bob Stall Chevrolet, one (1) 3-yard dump truck from FairView Ford, one (1) skip loader from RDO Equipment Co. The trucks for Public Works are replacements for trucks that have reached their useful life in age and miles and for additional staff approved in the current budget. The dump truck will be used for Streets staff while working in the city rights of ways and our after-hours calls. The skip loader is a replacement for a 1997 backhoe. The skip loader will be equipped with a Gannon box to assist with grading dirt roads after rain events, loading materials, and cleaning up areas within the city right of way.

Staff has requested and received three (3) qualified quotes for each of the vehicles and equipment listed below.

- Staff recommends that the Council approve the purchase of two (2) Chevrolet 2500 trucks with utility beds to Bob Stall Chevrolet for \$128,778.50, plus a 20% contingency of \$25,755.70 for a total of \$154,534.20 to be paid from the Gas Tax Revenue Fund.
- Two (2) Chevrolet 2500 trucks with regular beds to Bob Stall Chevrolet for \$102,955.12, plus a 20% contingency of \$20,591.24, for a total of \$123,546.14 to be paid from the General Fund's Public Works Fleet Budget.
- One (1) 3-yard dump truck to FairView Ford for \$78,665.85, plus a 20% contingency of \$15,733.17 for a total of \$94,399.02, to be paid from the Gas Tax Revenue Fund, and
- One (1) skip loader to RDO Equipment Co for \$115,226.56, plus a 20% contingency of \$23,045.31 for a total of \$138,271.87 to be paid from the Gas Tax Revenue Fund.

BUDGET (or FISCAL) IMPACT: Two of the Chevrolet 2500 trucks, the dump truck and skip loader, will be purchased from the Gas Tax Revenue fund, totaling \$387,205.09, including the 20% contingency.

The two remaining trucks will be purchased from the General Fund's fiscal year 2023/2024 Public Works Fleet budget for a total amount of \$123,546.14, including the 20% contingency.

Total amount for all six vehicles is \$510,751.23.

Prepared by: Bryant Hill, Director of Public Works

REVIEWED BY:

City Attorney _____
Assistant City Manager *WB*
Deputy City Manager *ER*

Attachments:

1. Vehicle quotes
2. Dump truck quotes
3. Skip loader quotes

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



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 1:
Vehicle Quotes**



Bob Stall Chevrolet

James I. Clifton | (619) 719-2311 | jclifton@bobstall.com

City of Perris

Prepared For: ignacio Alvarez

951-840-8579

ialvarez@cityofperris.org

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck

City of Perris
101 N. D Street
Perris, CA, 92570
951-840-8579
FAN 873184



Bob Stall Chevrolet

James I. Clifton | (619) 719-2311 | jclifton@bobstall.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck (Complete)

Quote: 2024 CC20953 Service Body for Perris

Quote Worksheet

	MSRP
Base Price	\$45,300.00
Dest Charge	\$1,895.00
Total Options	\$148.00
	Subtotal
	\$47,343.00
Doc Fee	\$85.00
Bid Assistance	(\$1,800.00)
Royal Service Body (See Attached Specification)	\$14,090.00
Spare Key	\$40.00
	Subtotal Pre-Tax Adjustments
	\$12,415.00
Less Customer Discount	\$0.00
	Subtotal Discount
	\$0.00
Trade-In	\$0.00
	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$59,758.00
Sales Tax	7.75%
	\$4,631.25
	Subtotal Taxes
	\$4,631.25
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$64,389.25

Dealer Signature / Date

Customer Signature / Date

Total Out-the-Door

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Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

Ignacio Alvarez

From: Mark Markovich <mark@qualitychevy.com>
Sent: Wednesday, August 2, 2023 2:27 PM
To: Ignacio Alvarez
Subject: NEW 2024 SILVERADO 2500HD DBL CAB WT 2WD SRW 6.6L V8 GAS W/ ROYAL 8' UTILITY BODY, MASTERLOCK & TAPERED RACK \$59,418.00 ea



UE4: Following Distance Indicator
UEU: Sensor, Forward Collision Alert
UHY: Automatic Emergency Braking
UKJ: Sensor, Front Pedestrian Braking
V46: Bumper, Front, Chrome
V76: Recovery Hooks
VK3: Front License Plate Mounting Provisions
YF5: California Emissions
YK6: SEO Processing Option
ZHQ: Tire, Spare: LT245/75 R17 All Season, Blackwall
ZW9: Delete: Pick-Up Box

Upfit:



Body Type Service Truck
Body Line Service Truck
Body Model 40-VO-98
Body Material Steel
Body Width 79"
Body Length 8'
Body Inside Width 49"
Bumper Type Recessed
Bumper Depth 8"
Cargo Control Description (4) Tie Downs in Bed Area
Compartment Type Top Opening
Compartment Description Aluminum, Vertical Open Top Compartments with Removable Storage Bins
Compartment Depth 15"
Floor Description Diamond Plate
Floor Gauge 12
Lighting Type LED
Lighting Description Legal Light Package
Lighting Location Exterior
Lock System Description Royal's Fortress Security Hardware Utilizing the One-Key Solution Automotive Lock Package from Bolt Technologies
Tailgate Description Self-Leveling Tailgate with Shear Resistant Machined Hinges and Protective Steel Cap
Tailgate Height 13.5"
Camera Description Backup Camera
Trailer Plug Type 7 Blade / 4 Pin
Hitch Type Receiver
Hitch Description Receiver Tube with Hitch Insert
Hitch Class V
Hitch Size 2.5"
Ladder Rack Manufacturer Royal Truck Body
Ladder Rack Description Ext/Crew Forklift Accessible Rack W/ Swing Away X-Bar

Discounted Chassis Price: \$45,928.00 after GM Fleet incentive assigned to dealer.
Discounted Royal Body: \$13,490.00

Total: \$59,418.00 ea.

Plus: Doc fee, Sales tax, Tire tax and DMV Totaling: \$5,303.23 (Exempt Plates)

Total OTD: \$64,721.23 ea.

Your Company is saving \$4,327.00 on this deal.

Mark Markovich

Commercial Account Manager

Quality Chevrolet

of Escondido

951-591-0202 mobile

760-796-4278 office

Mark@QualityChevy.com

Paradise Chevrolet Cadillac

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

4x2

Buyer: CITY OF PERRIS 1015 S G ST PERRIS, CA 92570 Work #: 657-1120	Deal #: 241432 Deal Date: 08/08/2023 Print Time: 03:16pm Salesperson: CRAIG A. MCKENZIE
--	--

New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Stock #: M23454	Vehicle Description: 2023 CHEVROLET TRUCK SILVERADO CREW CAB 2500 8' UTILITY WITH LADDER RACK, TOW, MASTER LOCK AND CAMERA	VIN: 1GC1WLE79PF255618	Mileage:
STOCK UNIT SUBJECT TO PRIOR SALE				

		Option 1: (retail)	
Sale Price:	\$	63,995.00	Down Payment \$0.00
Total Aftermarkets:	\$	0.00	1 mth @ 0% \$ 70,097.95
Service Agreement:	\$	0.00	
Maintenance Agreement:	\$	0.00	
GAP Insurance:	\$	0.00	
Total Trade Allowance:	\$	0.00	
Trade Difference:	\$	63,995.00	
Documentary Fee:	\$	85.00	
State & Local Taxes:	\$	4,966.20	
Total License and Fees:	\$	41.75	
Total Cash Price:	\$	69,087.95	
Total Trade Payoff:	\$	0.00	
Delivered Price:	\$	69,087.95	
Cash Down Payment	\$	0.00	
Unpaid Balance:	\$	69,087.95	

Customer Acknowledgement

Manager Acknowledgement



Bob Stall Chevrolet

James I. Clifton | (619) 719-2311 | jclifton@bobstall.com

City of Perris

Prepared For: ignacio Alvarez

951-840-8579

ialvarez@cityofperris.org

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck

City of Perris
101 N. D Street
Perris, CA, 92570
951-840-8579
FAN 873184



Bob Stall Chevrolet

James I. Clifton | (619) 719-2311 | jclifton@bobstall.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck (Complete)

Quote: 2024 CC20953 Pick-up for Perris

Quote Worksheet

		MSRP
Base Price		\$45,300.00
Dest Charge		\$1,895.00
Total Options		\$1,995.00
	Subtotal	\$49,190.00
Doc Fee		\$85.00
Bid Assistance		(\$1,500.00)
	Subtotal Pre-Tax Adjustments	(\$1,415.00)
Less Customer Discount		\$0.00
	Subtotal Discount	\$0.00
Trade-In		\$0.00
	Subtotal Trade-In	\$0.00
	Taxable Price	\$47,775.00
Sales Tax	7.75%	\$3,702.56
	Subtotal Taxes	\$3,702.56
	Subtotal Post-Tax Adjustments	\$0.00
	Total Sales Price	\$51,477.56

Dealer Signature / Date

Customer Signature / Date

Total Out-the-Door

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Data Version: 20144. Data Updated: Aug 8, 2023 6:42:00 PM PDT.

Paradise Chevrolet Cadillac

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

Buyer: CITY OF PERRIS 1015 S G ST PERRIS, CA 92570 Work #: 657-1120	Deal #: 241432 Deal Date: 08/08/2023 Print Time: 03:35pm Salesperson: CRAIG A. MCKENZIE
--	---

New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo <input type="checkbox"/>	Stock #: M24060	Description: 2024 CHEVROLET TRUCK SILVERADO 2500 CREW CAB LONG BED PICKUP	VIN: 1GC4WLE76RF205128	Mileage:
--	------------------------	---	-------------------------------	-----------------

INBOUND UNIT SUBJECT TO PRIOR SALE

		Option 1: (retail)	
Sale Price:	\$	51,160.00	Down Payment \$0.00
Total Aftermarkets:	\$	0.00	1 mth @ 0% \$ 55,258.24
Service Agreement:	\$	0.00	
Maintenance Agreement:	\$	0.00	
GAP Insurance:	\$	0.00	
Total Trade Allowance:	\$	0.00	
Trade Difference:	\$	51,160.00	
Documentary Fee:	\$	85.00	
State & Local Taxes:	\$	3,971.49	
Total License and Fees:	\$	41.75	
Total Cash Price:	\$	55,258.24	
Total Trade Payoff:	\$	0.00	
Delivered Price:	\$	55,258.24	
Cash Down Payment	\$	0.00	
Unpaid Balance:	\$	55,258.24	

Customer Acknowledgement

Manager Acknowledgement

Ignacio Alvarez

From: Mark Markovich <mark@qualitychevy.com>
Sent: Thursday, August 3, 2023 9:52 AM
To: Ignacio Alvarez
Subject: NEW 2024 SILVERADO 2500HD DBL CAB LT 2WD 6.6L V8 GAS PICKUP \$ 51,410.00 ea.



Ignacio,

This quote is for City of Perris for (1) New 2024 Silverado 2500HD Double Cab LT 2WD 6.6L V8 Gas Pickup (ordered unit) in stock using GM Fleet incentives for August 2023.

Model Year: 2024
Make: Chevrolet
MSRP: **\$51,910.00 BELOW IS YOUR DISCOUNTED PRICE...**
Model: 2500HD Silverado
CC20953-LWB, 2WD, Double Cab Pickup
PEG: 1LT-LT Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H0U-1LT-Cloth, Jet Black, Interior Trim
Engine: L8T-Engine: 6.6L, V-8 GAS, SIDI
Transmission: MKM-10-Speed Automatic

- QT5: Tailgate Function--EZ Lift, Power Lock & Release
- SAF: Spare Tire Lock
- TQ5: Headlamps, IntelliBeam
- U2K: SiriusXM Satellite Radio (subscription)
- UE1: OnStar Communication System
- UE4: Following Distance Indicator
- UEU: Sensor, Forward Collision Alert
- UHY: Automatic Emergency Braking
- UK3: Radio Controls -Steering Wheel
- UKJ: Sensor, Front Pedestrian Braking
- V46: Bumper, Front, Chrome
- V76: Recovery Hooks
- VJH: Bumper, Rear, Chrome Step
- VK3: Front License Plate Mounting Provisions
- YK6: SEO Processing Option
- Z82: Trailering Package
- ZHQ: Tire, Spare: LT245/75 R17 All Season, Blackwall

Discounted Pickup Price: **\$51,410.00 ea.**

Plus: Doc fee, Tire tax, Sales tax and DMV Totaling: \$4,959.61 ea.

Total OTD: \$56,369.61 ea.

Mark Markovich

Commercial Account Manager

Quality Chevrolet

of **E s c o n d i d o**

951-591-0202 mobile

760-796-4278 office

Mark@QualityChevy.com



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 2:
Dump Truck Quotes**

(A)



**FAIRVIEW FORD SALES, INC
FLEET AND TRUCK CENTER
740 WEST 2ND STREET
P O BOX 1390**

SAN BERNARDINO CA 92402
PHONE #:(909) 386-0281 FAX #:(909) 386-0292

VEHICLE ORDER CONFIRMATION

08/09/23 16:29:06

==>

2024 F-SERIES SD

Dealer: F71156

Page: 1 of 1

Order No: 0000 Priority: L1 Ord FIN: Order Type: 5B Price Level: 426
Ord PEP: 660A Cust/Flt Name: PERRIS PO Number:

	RETAIL		RETAIL
F5G F550 4X2 CHAS/C	\$54020	18000# GWR PKG	
169" WHEELBASE		425 50 STATE EMISS	NC
Z1 OXFORD WHITE		61J JACK	55
A VNYL 40/20/40		65Z AFT AXLE TANK	NC
S MED DARK SLATE		794 PRICE CONCESSN	
560A PREF EQUIP PKG		REMARKS TRAILER	
.XL TRIM		SP DLR ACCT ADJ	
572 .AIR CONDITIONER	NC		
.AMFM/MP3/CLK		TOTAL BASE AND OPTIONS	56070
99N .7.3L DEV V8 ENG		TOTAL	56070
44G 10-SPD AUTOMATC	NC		
TGJ 225 BSW AP 19.5			
X48 4.88 REG AXLE	NC		
FLEET SPCL ADJ	NC		
FRT LICENSE BKT	NC		

VEHICLE ORDER CONFIRMATION

08/09/23 16:29:07

==>

2024 F-SERIES SD

Dealer: F71156

Page: 2 of 2

Order No: 0000 Priority: L1 Ord FIN: Order Type: 5B Price Level: 426
Ord PEP: 660A Cust/Flt Name: PERRIS PO Number:

	RETAIL		RETAIL
SP FLT ACCT CR			
FUEL CHARGE			
B4A NET INV FLT OPT	NC		
PRICED DORA	NC		
DEST AND DELIV	1995		
TOTAL BASE AND OPTIONS	56070		
TOTAL	56070		

SALES PRICE A+B 8% 72,998⁰⁰
7.75% SALES TAX 8% 5657³⁵
CAL. TIRE FEE 8% 1050
DMV 8 EXEMPT
TOTAL 8% 78,665⁸⁵ EACH.



B

FAIRVIEW FORD SALES, INC
FLEET AND TRUCK CENTER
740 WEST 2ND STREET
P O BOX 1390
SAN BERNARDINO CA 92402
 PHONE #:(909) 386-0281 FAX #:(909) 386-0292

Sales Quote

Page 1 of 1



255 Voyager Ave
 Brea, CA 92821
 Phone: 714-996-0411
 Fax: 714-996-0695

Sales Quote SQ78592
 Sales Quote Date: 8/8/2023
 Inside Sales Rep.: Kimberly Bellamy

Sell
 To: FAIRVIEW FORD
 P O BOX 1390
 SAN BERNARDINO, CA 92402
 909-884-9261

Ship
 To: FAIRVIEW FORD
 P O BOX 1390
 SAN BERNARDINO, CA 92402

Tax Ident. Type Legal Entity

Customer ID FLF03
 Dealer Number DEALER# 71G156
 SalesPerson JEFF
 VIN

Ship Via
 Terms 2% 10 Days, Net 30
 Location BREA
 Territory REGION 1

Harbor Truck and Van is Not Held Responsible for any items not listed on this quote/order. Pricing on the quote/order is valid 30 days from the sales quote/order date that is signed (and requested as needed) and the chassis/truck assigned to the quote/order arrives within that 30-day period. Both conditions must be met or the quote/order becomes null and void and must be re-quoted/re-signed.

Item No.	Description	Exp. Notes	Unit	Qty.
FORD-084-R-DRW	FORD 84" CA REGULAR CAB DRW GAS---	CONTINGENT ON VIN VERIFICATION	EACH	1
HTDU11-4D-CS	11-FT 4D-Rugby Dump Body with SR4016 Hoist & 1/4 Cab Shield W/ Coal Shute (HAS 17" SIDES)		EACH	1
UB361818	UNDERBED BOX 36"L X 18"H X 18"D RECESSED FOR HOOK ACCESS		EACH	2
Y11FB-BLACK	Painted Black		EACH	1
DU-UB-MNT-KIT	UB BOX MOUNT BRACKET KIT FOR DUMP BODY (EA BOX)		EACH	2
Z11DU	MOUNT 11FT RUGBY DUMP BODY		EACH	1
MREC-LAND-VI2.5	RECEIVER CLASS VI, LANDSCAPER - 20,000LB INCLUDES 2" INSERT		EACH	1
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1
MBCK-UP-CAM-LB1	REAR BACKUP CAMERA INSTALL LABOR-1 ONLY (MBCK-UP-CAM-LB1)		EACH	1
MTARP12FB	ROLLUP TARP SPRING ASSIST FOR 12FT FLATBED, 88"W (14FT TARP)		EACH	1
FREIGHT	Freight		EACH	1



Prepared by: Vikiy Garay
06/27/2023

Fritte Ford | 8000 Auto Drive Riverside California | 925044193

2023 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

As Configured Vehicle (cont'd)

Code	Description
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <small>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</small>
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

Includes Dump - see attached specs

~~74,759.00~~
 10.50 Tire Fee
 10.50 PVC Fee
 5793.82 7.75 Tax

80,573.82

**CORRECTED
PRICING**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



GTS LEASING

TEL: 888-328-3898
 FAX: 800-850-9577
 ADMIN@GTSTRUCKLEASING.COM
 14816 Valley Blvd., Fontana, CA 92335
 Dealer Lic No. 85680

Purchaser's Name(s): CITY OF PERRIS PUBLIC WORKS
Address: 1015 S G ST
City: PERRIS
State: CA
Zip: 92570

Invoice No.: ST-90028
Date: 7/5/2023
Contact: IGNACIO ALVAREZ
Cell Phone: 951-840-8579
Email: IALVAREZ@CITYOFPERRIS.ORG

Make:	Model:	Year:	Color:	Mileage:	Price Per Unit:	Quantity:	
FORD	F450	2022	WHITE	54			
Type of Vehicle: TRACTOR							
VIN Number(s): 1FD0X4HN9NEF90028					\$82,683.00		
Additional Options:							
XL 203" WB CHASSIS							
7.3L DEVCT NA PFI V8 ENGINE (GAS)							
10-SPEED AUTOMATIC							
Body: DUMP Truck w/ th Tool Boxes							
3-5 Yard Capacity							
Drop Sides							
Electric Holst							
3YR/36,000 BUMPER / BUMPER							
5YR/60,000 POWERTRAIN							
5YR/60,000 ROADSIDE ASSIST							
5YR/100,000 DIESEL ENGINE							
					Doc Fee/Prep Fee	\$70.00	
					Total	\$82,753.00	
					California Tire Recycle Fee	\$0.00	
					FET	\$0.00	
					Sales Tax	\$6,407.00	
					Est. License/Registration Fee	\$0.00	
					Admin Fee	\$250.00	
					Total Cash Delivered Price	\$89,410.00	
					Deposit on Order		
					Cash on Delivery	\$89,410.00	
Description of Trade-In				Appraisal Allowed For Used Vehicle Trade			
Make	Model	Type	Year	Quantity			
				Trade in Allowance			
Eng No.	VIN No.		License No.	Amount Due Upon Delivery			

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER. Seller makes no representations or warranties of any kind whatsoever, expressed or implied.

The first and second pages of this order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understood the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF PERRIS PUBLIC WORKS
 Purchaser's Name

 Purchaser's Signature

 Approved By



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

**ATTACHMENT 3:
Skip Loader Quotes**



Retail Purchase Order

RDO Equipment Co.
20 Iowa Avenue
Riverside CA, 92507
Phone: (951) 778-3700 - Fax: (951) 778-3746



Bill To:
CITY OF PERRIS
1015 S G ST
PERRIS, CA, 925702410
RIVERSIDE ()
(951) 657-3280

Purchase Order Date: 6/20/2023
Purchase Order #: 1670761
Purchaser Account #: 3280007

Ship To:
CITY OF PERRIS
1015 S G ST
PERRIS, CA, 925702410
(951) 657-3280

Customer Purchaser Type: Governmental - County
Customer Market Use: Earth Moving - Land Improvement
Location of First Working Use: PERRIS, CA, 925702410
Dealer Account Number: 177637
Transactional Account Manager: Jesse Ochoa
Phone: (909) 428-4800
Fax:
Email: jochoa@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2023 JOHN DEERE 210G	\$170,930.00
Customer Discount Sourcewell Discount ID#98920				(\$63,991.20)
Equipment Subtotal:				\$106,938.80

Purchase Order Totals

Balance:	\$106,938.80
CA STATE TAX:	\$6,416.33
CA COUNTY TAX:	\$267.35
CA SPECIAL TAX:	\$1,604.08
Sales Tax Total:	\$8,287.76
Sub Total:	\$115,226.56
Cash with Order:	\$0.00
Balance Due:	\$115,226.56

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2023 JOHN DEERE 210G	17G0T 210 G-tier Tractor Loader 0202 United States 0259 English 1002 Canopy (ROPS/FOPS) 1054 Seat - Suspension Vinyl Enhanced with Tilt Steering for Canopy 8159 Machine Security (Software Installed) 8283 Hand Throttle 183E JDLink™ 3006 Powershift Transmission - Mechanical Front Wheel Drive (MFWD) with Open Differential 6151 Single Battery 8269 Deluxe Electrical 6522 Dual Tilt Cylinders 8272 Rear Weight - 1,500 lb. 8273 Wheel Weights 7040 Three-Function Loader Hydraulics, Single Lever with EH Control 8202 Manual Ride Control 7856 86 in. (2.18 m.) Wide, 1.25 cu. yd. (0.96 cu. m.) Multi-Purpose Bucket 8274 84 in. (2.13 m.) Box Blade 8282 Single Position Drawbar 8115 MFWD Driveshaft Guard 8284 Transmission Guard

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional slide booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.idlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



WE MOVE MOUNTAINS ARIZONA CALIFORNIA NEVADA OREGON WASHINGTON



10062 Live Oak Ave. • Fontana • CA • 92335 TEL: (909) 355-1075

www.SonsrayMachinery.com

Ship To: CITY OF PERRIS
101 North D Street
Perris CA 92570-1917
Invoice To: CITY OF PERRIS
101 North D Street
Perris CA 92570-1917

Fontana
June 26, 2023
Prospect128821

ktaylor-0289
951-943-6100
Purchase Order:

Sales Person: Kent Taylor

Attention: IGNACIO ALVAREZ

EQUIPMENT QUOTE/SALES ORDER

2023 CASE 570N EP 4WD T4 FINAL OPEN ROPS Serial #: NPC777449 Stock #: EQ0050275 \$101,256.01
4-IN-1 4X4

Sourcewell Contract Number: 032119 - CNH City of Perris ID# 98920 Contract Period: 7-8-19 -thru 5-13-24 Pricing Revised: 5/12/2023
28% off list price * factory freight, delivery freight and PDI costs are additional charges*
**** Please note the prices on this quote reflect after the discount has been taken. ****

NEW 2023 570N EP 4WD T4 FINAL -570N EP 4WD T4 FINAL US OPEN ROPS (IN STOCK TODAY)
MODEL 570NEPC -570N EP NC
464447 -ROPS 3PT 2W 4
747899 -REAR EQUIPMENT Three Point Hitch
8201110 -FRONT WHEELS 12x16.5, 10PR lug tread
8401140 -REAR WHEELS 19.5LX24, 10PR STD
464078 - LDR PERFORMANCE PKG RC & CS & 3SPL PKG
442082 - ROLLOVER PROTECTIVE STRUCTURES Canopy, ROPS
747851 - OPERATOR'S SEAT Mech Susp, Vinyl, w/ armrests
747860 - LOADER BUCKETNo Loader Bucket 82" 4-IN-1 WITH CUTTING EDGES
423093 - COLD START/BATTERIES Cold Start Dual Battery
747580 - FRONT BALLASTLight Front CWT, Std.
745243 - LIGHTS Standard Lights
464957 - Transport Protection Transport Protection
747878 - 3-POINT HITCH EQUIPMENT Dual Tilt w/Holding Valve
91703639 - 84" GANNON SCRAPER BOX

*** MACHINE QUOTED IS SUBJECT TO AVAILABILITY *** This quote is subject to an increase in price based on factory pricing.*****
***Quote Expires 07 /25/2023 ***Financing Available on Approved Credit (OAC) ***Unit Based on Availability
SONSRAY SIGNATURE SERVICE – A commitment to providing excellent service and care when you purchase a new piece of equipment from Sonsray Machinery.

Factory Freight	\$4,682.00
PPP-Premier 60/3000 (\$0 Deductible)	\$2,505.80
PDI	\$1,895.00
STROB LIGHT & INSTALL FOR OPEN ROPS	\$ 850.42

NOTICE TO PURCHASER

Caution. Do not sign this contract before you thoroughly read both pages 1 and 2 of it or if it contains blank spaces, even if otherwise advised.
You are entitled to an exact and completely filled in copy of this Sales Order when you sign it. Keep it to protect your legal rights.
Store Manager signature required for final acceptance of Sales Order.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE. CUSTOMER HAS HAD THE OPPORTUNITY TO READ THE TERMS OF THIS AGREEMENT PRIOR TO SIGNING.

Purchaser's Signature _____ Sales Consultant _____ Date _____
Print Name _____ Date _____ Accepted By _____ Date _____

Delivery Freight	\$ 650.00
SLOW MOVING SIGN	\$ 79.83

Quoted Price	\$111,919.06
Sales Tax 7.75 %	\$8,479.53
CA Tire Tax	\$ 7.00
Cash Due or Finance Amount	\$120,405.59

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.



166159-01

Apr 13, 2023

CITY OF PERRIS PUBLIC WORKS DEPARTMENT
Attention: Account Payable
1015 SOUTH G ST
PERRIS, California 92570

Attention: IGNACIO ALVAREZ

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 4151L Backhoe Loader including standard and optional equipment as listed below.

STOCK NUMBER: TBD SERIAL NUMBER: TBD YEAR: 2023 SMU:

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Justin Usary
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 415L Backhoe Loader including standard and optional equipment as listed below.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control

- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Cat C3.6, 55kw EPA Tier 4 Final Certified Engine EU Stage 5 Certified Engine with aftertreatment
- Net Power @ Rated (2200RPM) is 69HP (51kW)
- Gross Power @ Rated (2200RPM) is 74HP (55kW)
- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with
- Integral precleaner
- Automatic dust ejection system
- Filter condition indicator
- Hydraulically boosted multi-plate wet

- disk brake with
- Dual pedals & Interlock
- Differential lock
- Drive-line parking brake
- Torque converter
- Four Wheel Drive
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel Particulate Filter
- Hydrostatic power steering

HYDRAULICS

- Load sensing, variable flow system with 35 gpm (132 L/min) axial piston pump
- 6 micron hydraulic filter

- Caterpillar XT-3 hose
- Hydraulic oil cooler
- Flow-Sharing Hydraulic Valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- 150 ampere alternator
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)

- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)

OPERATOR ENVIRONMENT

- Interior rearview mirror
- Rear fenders
- ROPS canopy
- Foot throttle

- Mechanical suspension seat
- Coat Strap
- Lockable storage area

FLUIDS

- Antifreeze - Extended Life Coolant

-20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with
42.3 gal (160L) capacity
- Rubber Impact strips on radiator
guard

- CD-ROM Parts Manual
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

415 07A IL BACKHOE LOADER	542-8000
LANE 3 ORDER	0P-9003
HYDRAULICS, MP, 3FCN/5BNK	545-7229
CANOPY	545-7230
WORKLIGHTS (4) LED LAMPS	491-6735
SEAT BELT, 3" SUSPENSION	206-1748
TIRES, 12.5 80/16.9-24, GY/TI	464-9639
COUNTERWEIGHT, 255 LBS	337-9694
HITCH 3 POINT	462-5281
BUCKET-MP, 1.3 YD3, PO	337-7436
CUTTING EDGE, TWO PIECE	9R-5321
RIDE CONTROL	558-8376
INSTRUCTIONS, ANSI	596-7509
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FAN, STANDARD CAB/ CANOPY	454-6610
RADIO READY HEADLINER, CANOPY	398-2875
DISPLAY, SECURITY, ENABLED	573-0397
PRODUCT LINK, CELLULAR, PLE843	560-6797
COUNTERWEIGHT, 198 LBS	463-6939
KIT, DUAL TILT CYLINDER	470-5247
BOX, BLADE/SCARIFIER	461-9717
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
415IL LANE 3 ZCON	626-9384

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE
Extended Coverage: 415-60 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH
CSA 36 MO / 1,500 HOURS PARTS ONLY (INCLUDES SOS) (QUINN CVA)

SELL PRICE	\$116,146.47
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$116,146.47
SALES TAX (7.75%)	\$9,001.35
AFTER TAX BALANCE	\$125,147.82

F.O.B/TERMS:

Accepted by _____ on _____

Signature



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Award of Contract to Carahsoft for a Zoom for Cloud Phone Lease

REQUESTED ACTION: City Council 1) To consider and approve a Contract Service Agreement with Carahsoft for a 48-month lease, install and implementation of all city phone systems, in an amount not to exceed \$133,005.46; 2) Authorize the City Manager to execute said Agreement in a form approved by the City Attorney.

CONTACT: Arturo Cervantes, Chief Information Officer

BACKGROUND/DISCUSSION:

In 2009, the City of Perris transitioned from the Nortel PBX system to the Shortel Phone System and voicemail platform. This system works through Voice over Internet Protocol (VoIP) and serves all City facilities with physical desk phones. The existing Shortel Phone System has reached a point in its lifecycle where license expansion is no longer feasible, limits telework functionality, hardware support is unavailable and has reached the end of life.

To address these limitations and to ensure a robust and secure communication platform, staff requested proposals from 5 vendors to upgrade the city's phone system, see bid summary (Attachment 1). Carahsoft submitted a bid for \$121,870.72 and a onetime service installation fee of \$11,134.74 (Attachment 2), Spectrum VoIP for \$85,407.84 (Attachment 3), Go To Connect for \$91,198.08 (Attachment 4), Spectrum Enterprise for \$145,254.5 (Attachment 5), and Vonage for \$170,013.76 (Attachment 6). After deliberation, staff recommends awarding City of Perris NASPO (National Association of State Procurement Officials) VoIP Contract to Carahsoft, a Zoom reseller for the total amount of \$133,005.46. The length of the contract is 48 months, for the first 12 months, there will be a one-time credit in the amount of \$38,736. The remaining funds will be allocated in the second, third, and fourth year of the contract at \$38,736 per fiscal year. Carahsoft yearly Zoom fees will bundle the City's yearly Zoom meeting fees of \$19,200 in the total cost. The Zoom VoIP system will accommodate the City's growth without limitations on license expansion, eliminates the need for physical hardware, reduces maintenance and operational costs & allows remote access and mobile support for City staff.

Staff recommends that the City Council to approve and authorize the City Manager to execute a 48-month term with Carahsoft for the upgrade of the City's phone system to Zoom Cloud VoIP technology.

BUDGET (or FISCAL) IMPACT: Total Cost of the contract to Carahsoft including installation fee's is \$133,005.46 and will be budgeted and programmed over a four-year period. There are sufficient funds in the current year's budget to cover the installation fee of \$11,134.74, funds will be coming from the Information Technology account: 10214000-8502.

Prepared by: Paul Lopez, IT Supervisor

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Bid Summary
2. Carahsoft Zoom Cloud VoIP Phone Service
3. Spectrum VoIP Proposal
4. Go To Connect Proposal for Unified Communications Services
5. Spectrum Enterprise Voice Service Proposal
6. Vonage Draft Phone Service Quote
7. Contract Service Agreement for Zoom Cloud VoIP Phone System With Carahsoft

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Bid Summary

**CITY OF PERRIS
BID SUMMARY SHEET**

DATE: August 31, 2023

PROJECT DESCRIPTION: CITY CLOUD PHONE SYSTEM

	<u>BIDDER</u>	<u>BID AMOUNT</u>	<u>CONTRACT LENGTH</u>
1	Carahsoft-Zoom	\$121,870.72	48-Month
	Install Fee	\$11,134.74	
2	Spectrum VOIP	\$85,407	36-Month
3	Go To Connect	\$91,198.08	36-Month
4	Spectrum Enterprise	\$144,754.5	36-Month
5	Vonage	\$170,013.76	36-Month

ATTACHMENT 2

Carahsoft Zoom Cloud VOIP Phone Service

ZOOM PRICE QUOTATION



ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
 WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

TO: City of Perris IT
 CITY OF PERRIS
 101 N D St
 Perris, CA 92570 USA

FROM: Billy Turk
 Zoom Team at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, VA 20190

EMAIL: it@cityofperris.org

EMAIL: Billy.Turk@carahsoft.com

PHONE: (951) 943-6100

PHONE: (571) 662-3323 **FAX:**

TERMS: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472
 Contract Term: 09/15/17 - 09/15/26
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 40663390
QUOTE DATE: 08/31/2023
QUOTE EXPIRES: 09/30/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$121,870.72

TOTAL QUOTE: \$121,870.72

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
FULL CREDIT YEAR					
1	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom One Business Plus US/Canada Annual Quantity: 180 Carahsoft Technology Corporation - CPP-POINT-F	\$0.00	COOP 0	\$0.00
2	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 500 Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.00	COOP 0	\$0.00
3	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone US/Canada Unlimited Calling Named User Annual Quantity: 5 Carahsoft Technology Corporation - CPP-POINT-F	\$0.00	COOP 0	\$0.00
4	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone Power Pack Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.00	COOP 0	\$0.00
5	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE	\$0.01	COOP 141568	\$1,415.68
FULL CREDIT YEAR SUBTOTAL:					\$1,415.68
YEAR 2					
6	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom One Business Plus US/Canada Annual Quantity: 180 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99	COOP 36218.1818	\$35,856.00
7	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 500 Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99	COOP 1393.9393	\$1,380.00

ZOOM PRICE QUOTATION



ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
 WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone US/Canada Unlimited Calling Named User Annual Quantity: 5 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	909.0909	\$900.00
9	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone Power Pack Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	606.0606	\$600.00
10	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE	\$0.01 COOP	141568	\$1,415.68
YEAR 2 SUBTOTAL:					\$40,151.68
YEAR 3					
11	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom One Business Plus US/Canada Annual Quantity: 180 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	36218.1818	\$35,856.00
12	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 500 Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	1393.9393	\$1,380.00
13	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone US/Canada Unlimited Calling Named User Annual Quantity: 5 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	909.0909	\$900.00
14	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone Power Pack Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	606.0606	\$600.00
15	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE	\$0.01 COOP	141568	\$1,415.68
YEAR 3 SUBTOTAL:					\$40,151.68
YEAR 4					
16	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom One Business Plus US/Canada Annual Quantity: 180 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	36218.1818	\$35,856.00
17	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Webinar 500 Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	1393.9393	\$1,380.00
18	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone US/Canada Unlimited Calling Named User Annual Quantity: 5 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	909.0909	\$900.00
19	CPP-POINT-F-491	U.S. Public Sector CPP Points - 1 charge per point Zoom Phone Power Pack Annual Quantity: 2 Carahsoft Technology Corporation - CPP-POINT-F	\$0.99 COOP	606.0606	\$600.00
20	USF-FEE-491	USF Tax Fee Estimate (The published \$0.01 price is not the final price. The purchase price is based on a percent of the overall Zoom Phone rate) Zoom Video Communications, Inc. - USF-FEE	\$0.01 COOP	141568	\$1,415.68
YEAR 4 SUBTOTAL:					\$40,151.68

ZOOM PRICE QUOTATION



ZOOM TEAM at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (833) 544-ZOOM
WWW.CARAHSOFT.COM | ZOOMHELP@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:					\$121,870.72
TOTAL PRICE:					\$121,870.72
TOTAL QUOTE:					\$121,870.72

Initial Paid Subscription Term: 48 Month

Paid Period Start Date: 08/28/2023

Credit Applied to Year 1 one in the amount of \$38,736, taxes are still to be paid.

Licensee agrees that any order for public sector customers will be governed by the terms and conditions of the Zoom Terms of Service which are found at https://www.carahsoft.com/application/files/3115/7246/0744/Zoom_TOS_-_Final_10.19.pdf.

The Privacy Policy has been updated and may be found here <https://zoomgov.com/privacy>.

The Terms of Service for non public sector customers may be found here <https://zoom.us/terms>.

Overage charges can be incurred for cloud recording and audio conferencing licenses. Policy and pricing information may be found here <https://support.zoom.us/hc/en-us/articles/360060661511-Cloud-recording-storage-capacity>
<https://zoom.us/zoomconference/rates>

Please note provisioning of Zoom licenses can take 4-7 business days



Professional Services

Partner Statement of Work for Zoom Phone Deployment Services

This Partner Statement of Work for Professional Services (“**SOW**”) between City of Perris and **Carahsoft** (“**Partner**”) is effective on the date of the latest signature on this SOW (“**Effective Date**”) and is governed by the applicable Zoom Partner Professional Services Schedule found at <https://mypartnerportal.zoom.us/playbooks/partner-professional-services-terms/> (any contracts, terms, policies, guides, or documents referenced or incorporated therein) (unless Partner and Zoom have otherwise entered a written agreement for Professional Services, in which case such written agreement will govern) (“**Partner Agreement**”). Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Partner Agreement.

Flow Down Terms. Exhibit 2 (*Project Scope of Work*) to this SOW describes the Professional Services being purchased by Partner. Partner shall (or, if applicable, shall cause its Indirect Reseller/Affiliate to) incorporate Exhibit 2 and any appendices attached thereto verbatim, as well as all flow down terms and conditions required in the Partner Agreement, into (1) the Customer Agreement that Partner (or if applicable, its Indirect Reseller/Affiliate) enters into with Customer; and/or (2) the Company Orders that Partner (or if applicable, its Indirect Reseller/Affiliate) enters into with the Customer, for the resale of Professional Services.

Project Scope Acknowledgement. This SOW describes the objectives, Deliverables, locations, Professional Service Fees, and other components that are included in this Project. Partner acknowledges that the delivery, installation, testing, and payment for the Professional Services rendered under this SOW for any specific location is not dependent on the delivery, installation, testing, and payment for the Professional Services for any other location or location(s).

Bill To:

Delivered To:

Carahsoft

Reston, VA 20190 USA

11493

Sunset Hills Rd

Contact: Zak Kennedy Phone: (703) 230-7430

Email:
zak.kennedy@carahsoft.com

City
of Perris 101
N D St

Perris,
CA 92570 USA

Contact:
City of Perris
Phone: (951) 943-
6100

Email: it@cityofperris.org

SOW Generated/ Revised: August 28, 2023 (SOW pricing and details are only valid 30 days from the
generation date)

SOW Number: PSO-028492

Zoom List Price: \$12,020

Total Professional Service Fees: \$11,134.74

Currency: USD

Zoom Account Executive: Elliott Simpson

Zoom Phone PSO Rep: Michael Cisneros

Agreement

This SOW is entered into as of the Effective Date specified above between Zoom Video Communications, Inc. and

Carahsoft.

City Of Perris

Partner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number (if applicable):__

Exhibit 1
Professional Service
Fees

Service	Description	Pricing
Zoom PS	Remote Zoom Professional Services Organization: Assessment, Design, Project Management, and Deployment. Locations and deployment type as	<SOW AMOUNT>

	indicated in Section 1 (<i>Service Scope and Locations</i>) of the Project Scope of Work (Exhibit 2).	
Total Remote Services:		<SOW AMOUNT>

Standard Work Hours. Unless otherwise specified, pricing is based on the Professional Services being provided during Standard Service Hours.

Invoicing Schedule. Invoices will be issued as follows:

1. 30% of the total value of this Statement of Work as identified in this Exhibit 1 shall be invoiced upon completion of company and location(s) preliminary discovery, design, and planning in the mutually agreed upon Project plan as identified in Section 2.2 in Exhibit 2 (*Project Scope of Work*). An email notification will be sent to the Partner and the Customer at the completion of such phase.
2. Remaining Statement of Work value shall be invoiced upon the completion for each location based on the number of Zoom licenses, devices, users, and features (e.g. paging, BYOC, BYOP, etc.) deployed at each location or location. An email notification will be sent to the Partner and the Customer at the completion of each location or group of locations.

Special Terms and Notes

Any Special Terms & Notes set forth below shall take precedence over any conflicting terms contained in the Partner Agreement or Reseller Customer PS Terms, as applicable.

Locations are limited to those identified within Section 1 (*Service Scope and Locations*) of this Project Scope of Work (Exhibit 2).

Refer to Section 1 (*Service Scope and Locations*) of the Project Scope of Work (Exhibit 2) for the number of units included by each location or group of Locations.

Exhibit 2 Project Scope of Work

Customer is purchasing Zoom Professional Services through a non-Zoom entity authorized by Zoom to resell certain Professional Services, and from/through which Customer orders the Professional Services (the “**Reseller**”).

	Scope	Completion Criteria
Project Scope	Each location, function, and feature as identified in Section 1 (<i>Service Scope and Locations</i>).	Completion of all Professional Services described in this Project Scope of Work, for each location identified.

1. Service Scope and Locations

Zoom will perform the tasks listed in this Project Scope of Work remotely, for the following Zoom Phone user/license count(s), features, functions, and/or locations:

Standard Service Scope:
Standard Service Scope:

Standard Service Scope:

Existing PBX:	Mitel	Phone Source:	Purchasing New Phones
Total Users to Deploy: 182		Location Demographics:	
User/ Devices with DID's: Includes 182 DID's	182	# Locations 1 to 25 Users:	8
Users/ Devices with NO DID:	0	# Locations 26 – 50 Users:	4
		# Locations over 50 Users:	0

Virtual Desktop Infrastructure (VDI) in Use?:	No
--	----

DID's, Porting, and Site Count:	DID's to be used:	182	Total Number of Locations:	12
	Additional DID's to be parked:	0	# Native Locations:	12
	Toll-Free Numbers:	0	# BYOC Locations:	0 #
			Carrier Peering:	0 #
			Direct Connect:	0

Queues and Auto-Receptionists:				
Auto-Receptionists/ Queues Included up to:	36	Additional AR's:	0	
		Additional Queues:	0	

Emergency Services (E911):	Nomadic
-----------------------------------	---------

Optional Services:

Bulk Phone Reprovisioning:	Not Included
# BYOC Required:	Not Included
Carrier Peering:	Not Included
Direct Connect:	Not Included
SSO Configuration Assistance:	SSO Service:
SIP Paging:	Not Included

Contact Center Integration: Not Included

Analog Requirements: Yes

Small ATA (Up to 4 ports): 1

Medium ATA (5 to 24 ports): 0

Large ATA (25 to 48 Ports)" 0

Premise Peering: Not Included

On-Site Services: Not Included

Zoom Phone Local Survivability: Not Included

Project Assumptions:

1) Only those Zoom Phone features and functions Generally Available at the time of SOW execution shall be included in this project scope.

Locations:

Qty	Country	Default Deployment Type	Qty Native	Qty BYOC	Qty Direct Connect	Qty Carrier Peering	# sites 1-25 users	# sites 26-50 users	# sites 50+ users
12	United States	Native	0	0	0	0	8	4	

2. General

- 2.1. Selection and assignment of a designated TPM and Zoom Project Engineer (“PE”) by Zoom.
- 2.2. Project Management
 - 2.2.1. The TPM will be responsible for the following activities in connection with this Project Scope of Work:
 - 2.2.2. Alignment of Project goals and scope with Customer expectations during Project initiation/ kick-off;
 - 2.2.3. Internal and external Project kick-off sessions;
 - 2.2.4. Creation and management of Project governance, including but not limited to:
 - 2.2.4.1. Mutually agreed upon Master Project plan and schedule;
 - 2.2.4.2. Roll Out Communication plan, Project resource requirements, escalation process, change control, and test plan;
 - 2.2.4.3. Project Action and risk register;
 - 2.2.2. Alignment of Project goals and scope with Customer expectations during Project initiation/ kick-off;
 - 2.2.3. Internal and external Project kick-off sessions;
 - 2.2.4. Creation and management of Project governance, including but not limited to:
 - 2.2.4.1. Mutually agreed upon Master Project plan and schedule;
 - 2.2.4.2. Roll Out Communication plan, Project resource requirements, escalation process, change control, and test plan;
 - 2.2.4.3. Project Action and risk register;
- 2.3. Completion of resource assignments and scheduling in alignment with the master Project schedule;
- 2.4. Management of Project documentation;
- 2.5. Management of Project timelines in alignment and via consensus with the Customer designated internal Project manager or single point of contact;
- 2.6. Identification, communication, and mitigation of Project risks and issues;
- 2.7. Development, review, authoring, implementation, and managing any mutually agreed upon interventions to achieve Project outputs;
- 2.8. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- 2.9. Completing scoped migration and go live support; and
- 2.10. Performing closure procedures at the conclusion of Project activities.

3. Zoom Phone Discovery

- 3.1. The TPM and/or PE will partner with the Customer to schedule high-level Discovery session(s) with Customer’s point of contact(s). The location(s) and number of users involved in the Discovery process are set forth in Section 1 (*Service Scope and Locations*) of this Project Scope of Work. The Zoom Project Team will work with the Customer to complete the preliminary Discovery document(s).
- 3.2. **Preliminary Discovery**
 - 3.2.1. Customer’s implementation strategy;
 - 3.2.2. Identify Customer Project team members and responsibilities;
 - 3.2.3. Identify and document all locations and addresses to be deployed;
 - 3.2.4. Develop high-level Project timeline for location deployments and cut-overs;
 - 3.2.5. Document risk-factors that may impact cut-over schedule;
 - 3.2.6. Document Zoom Portal company settings and standards;
- 3.3. **Location-specific Discovery (as applicable to the custom services being provided)**
 - 3.3.1. User and Device Information;
 - 3.3.2. Porting data/information (Direct Inward Dial [“DID”] and Toll Free Numbers);
 - 3.3.3. Call flow(s);
 - 3.3.4. Dial plan requirements (as needed);
 - 3.3.5. Premise Peering (PSTN/PBX) Requirements;
 - 3.3.6. Zoom Phone SSO if required
 - 3.3.7. Roles and Permissions;
- 3.4. **Zoom Phone Readiness Review**
 - 3.4.1. Zoom Phone Readiness Review will be conducted for each location/location(s) identified in Section 1(*Service Scope and Locations*) of this Project Scope of Work to include:
 - 3.4.1.1. Wired Network test results
 - 3.4.1.2. Wireless Network test results

- 3.4.2. The Zoom Phone Readiness review shall contain statistics and metrics on the Customer's current network environment to ensure Customer's network is configured for optimal Zoom performance.
- 3.4.3. PE will provide recommendations, as needed, to resolve network connectivity issues.
- 3.4.4. Additional network reviews or consultations are available to the Customer via a separate, executed Project Scope of Work.
- 3.5. Go-Live Readiness requirements.
- 3.6. All Discovery documents, Preliminary and Location-Specific, are reviewed and approved by Customer and Zoom Project Team prior to moving to deployment.
- 3.7. Delay in completing and returning any Zoom requested documentation may result in an adjustment of the Project timeline.

4. Data Requirements and Preparation

- 4.1. Zoom will provide the Customer templates for collecting required data for implementation. Items which may be identified and documented are the following:
 - 4.1.1. User List.
 - 4.1.2. Location information.
 - 4.1.3. Direct Inward Dial (DID) Phone numbers.
 - 4.1.4. Current extensions.
 - 4.1.5. Desktop Phone information.
 - 4.1.6. Call Queues (hunt groups) including call distribution methodology (simultaneous ring, sequential ring, rotating ring, etc.).
 - 4.1.7. IVR/Auto Receptionist.
 - 4.1.8. Multi-line appearance (typically used by Administrative Assistants).
 - 4.1.9. Additional items as specified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work:
 - 4.1.9.1. Required information for configuring the Zoom's BYOC Trunk Group in the event that Premise Peering PSTN (a.k.a. Bring Your Own Carrier, "**BYOC**");
 - 4.1.9.2. Zoom certified analog gateway ("**ATA**") devices;
 - 4.1.9.3. Zoom certified paging systems;
 - 4.1.9.4. Premise peering;
- 4.2. Customer will provide the required information utilizing the Zoom provided templates with the data requested above to Zoom.
- 4.3. Zoom will enter and configure the data provided into the Zoom Phone System.

5. Zoom Deployment Services

- 5.1. Zoom Professional Services typically performs all services remotely. Remote delivery/deployment services include:
 - 5.1.1. Creation of:
 - 5.1.1.1. Location information;
 - 5.1.1.2. Auto-receptionists;
 - 5.1.1.3. Queues;
 - 5.1.1.4. Call flow(s);
 - 5.1.1.5. User creation and provisioning;
 - 5.1.1.6. Perform Network Readiness Review per Project Plan Schedule;
 - 5.1.2. Porting of DID numbers identified and documented in the Location Discovery exercise.
 - 5.1.3. Configuration of Zoom supported desktop phones in Zoom Portal;
 - 5.1.4. Recommendations for handset placement and testing;
 - 5.1.5. Provisioning of Zoom certified desktop phones via the Zoom Portal;
 - 5.1.6. Coordination of end-user training sessions delivered by Zoom Customer Success Manager;
 - 5.1.7. Perform coordinated testing with the Customer;

- 5.1.8. Provide Customer with basic template for Customer-specific testing plan;
- 5.2. Alpha testing;
- 5.3. Guidance and standard template(s) for Customer-conducted beta testing;
- 5.4. Cut-over preparation.
- 5.5. Hypercare which provides port-implementation support for a period of ten (10 Business days).
- 5.5.1. Non-implementation-related support will be provided by Zoom Technical Support in accordance with the level of support the Customer is entitled to receive;
- 5.6. Document open issues and enhancement requests in a Project log.
- 5.7. Perform formal Project closure processes.
- 5.8. Transition the Customer from deployment to sustaining services (e.g. Zoom Technical Support and Customer Success Manager services).
- 5.9. The following services below will be performed if indicated in Section 1 (*Service Scope and Locations*) of the Project Scope of Work:
 - 5.9.1. **Premise Peering PSTN (BYOC)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.1.1. Connect to existing carrier;
 - 5.9.1.2. Provide the Customer with specifications required for a BYOC connection;
 - 5.9.1.3. Complete Zoom portal configuration once SBC device(s) are installed and configured by the Customer on their network;
 - 5.9.1.4. Zoom complete the provisioning of the SIP trunk between Zoom and the Customer's SBCs or through the Carrier Exchange (Carrier Peering);
 - 5.9.1.5. Coordinated testing between Zoom and the Customer to verify that the trunk is established;
 - 5.9.1.6. Provide cut-over support.
 - 5.9.2. **Premise Peering PBX (BYOP)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.2.1. Provide the Customer with specifications required for a Premise Peering PBX connection;
 - 5.9.2.2. Complete Zoom Portal configuration once SBC device is installed and configured by the Customer on their network;
 - 5.9.2.3. Zoom will complete the provisioning of the SIP trunk between Zoom and the Customer's SBC(s);
 - 5.9.2.4. Provide cut-over support.
 - 5.9.3. **Analog Telephone Adapter/Gateway** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.3.1. Complete Zoom Portal configuration once the Adapter/Gateway is installed and configured by the Customer;
 - 5.9.3.2. Coordinate testing between Zoom and the Customer;
 - 5.9.3.3. Provide cut-over support.
 - 5.9.4. **Paging** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.4.1. Complete Zoom Portal configuration of Zoom-supported paging devices once devices are installed and configured by the Customer;
 - 5.9.4.2. Coordinated testing between Zoom and the Customer
 - 5.9.4.3. Provide cut-over support.
 - 5.9.5. **Zoom Phone Local Survivability (ZPLS)**
 - 5.9.5.1. Provide the Customer with specifications required for a ZPLS;
 - 5.9.5.2. Register Zoom Node to Zoom Cloud;
 - 5.9.5.3. Perform configuration for local survivability within the Zoom Admin Portal;
 - 5.9.5.4. Perform initial alpha testing;
 - 5.9.5.5. Provide cut-over assistance.

6. Standard Remote Service Hours

6.1. Unless otherwise specified, Zoom performs the Professional Services during Standard Service Hours.

Customer Responsibilities and Project Scope of Work Exclusions

- 7.1. The Customer is responsible for all aspects not specifically included in this Project Scope of Work. Out of scope and Customer Responsibility items include, without limitation:
 - 7.1.1. Install, provision, configure, and ensure users are proficient on the Zoom Meeting client.
 - 7.1.2. Purchase required Zoom Phone licenses and Calling Plan(s).
 - 7.1.3. Provide all necessary information and data for DID porting and deployment, including but not limited to:
 - 7.1.3.1. Listing of all users with usernames, email addresses, DID's, Extensions, and location, all pages of all current applicable phone bills for all locations requiring porting services, procure Customer Service Reports ("CSR") from existing carrier(s) for all locations and accounts requiring porting services, service addresses and Authorized Contacts for each phone bill/ carrier account; and BTN for each phone bill/ carrier account.
 - 7.1.4. Customer shall use Zoom-provided templates for all data compilation exercises.
 - 7.1.5. Customer understands and agrees that they are responsible for gathering and assembling all data from any legacy systems.
- 7.2. Order and procure desktop phones, headsets, and conference room audio devices as required, and other equipment.
- 7.3. LAN/WAN infrastructure:
 - 7.3.1. Network requirements for Zoom products as identified on the Zoom support website and/or network modifications as recommended by Zoom PSO.
- 7.4. Configuration and software installation on customer PCs.
- 7.5. Customizations on individual User endpoints, or phone settings.
- 7.6. Phones or devices being deployed by Customer that are not defined on Zoom's Supported Device Listing on Zoom's support website at: <https://support.zoom.us/hc/en-us/articles/360001299063-Certified-Zoom-Phone-devicesHeadsets>.
- 7.7. Customer-side premise trunk configuration, diagnostics, and/or troubleshooting.
- 7.8. Customer mobile device configuration, diagnostics, and/or troubleshooting.
- 7.9. Post-Deployment End-user support.
- 7.10. Post-Deployment Moves, Adds, and Change activities (MACD).
- 7.11. Unless otherwise specified, Customer is responsible for:
 - 7.11.1. Third Party software and/or hardware integration configuration, decommissioning, and/or troubleshooting, including but not limited to other telephony systems, network equipment, and software applications. Configuration, deployment, support, and troubleshooting of any desk phones, devices, headsets, and equipment that are not supported by Zoom Phone.
- 7.12. New or existing SBC installation, configuration
- 7.13. New or existing installation and configuration of Analog Gateways and analog devices (e.g. fax, doorbells, paging, emergency phones, etc.)
- 7.14. Development of customized user guides, documentation, references, training materials, etc.
- 7.15. Customer to provide all pre-recorded greetings and prompts.
- 7.16. Cross-location coordination and gathering of required information.

Customer's Telephone Number Porting

- 8.1. The Customer is responsible for authorizing the telephone number porting by Zoom via the approval and signature of the standard Zoom Letter of Authority ("LOA"). Zoom shall provide guidance on porting data collection and shall assist with submission of porting request(s). This effort pertains to those locations identified in Section 1 (*Service Scope and Locations*). The parties acknowledge and agree that Zoom is not responsible for and does not control the portability of any individual number or group of numbers, and

the Professional Services completion shall not be withheld by Customer for any delays arising from or relating to the porting of the numbers.

- 8.2. Customer agrees to the porting process and timelines as detailed in the Zoom Support Article: Common Issues and Questions for Porting at <https://support.zoom.us/hc/en-us/articles/360036099112-Common-issues-and-questions-for-porting> .
- 8.3. Notwithstanding paragraph 8.1 above, the Zoom Project Team and Customer will jointly own the porting responsibility by performing the following tasks for each location together:
 - 8.3.1. The TPM shall manage initial submission of port requests and any subsequent LOA modifications and submissions.
 - 8.3.2. Customer shall endorse all appropriate LOAs as requested by Zoom using the then current LOA form provided to Customer by Zoom
 - 8.3.3. Customer shall provide to Zoom as requested:
 - 8.3.3.1. All pages of all recent phone bills for those locations requiring the porting of DID's.
 - 8.3.3.2. Customer Service Reports and/or Requests for Information from current carriers and authorized signer for each location.
 - 8.3.3.3. Porting submissions will include numbers mapped to correct location as "company" numbers or Direct Dial phone numbers.

ATTACHMENT 3

Spectrum VoIP Proposal

SpectrumVoIP Proposal

QUOTE #: Q-15790

DATE: 7/26/2023

CUSTOMER INFORMATION

Business Name: City of Perris

Service Address: 101 N. D St.

Prepared For: Paul Lopez

Email Address: plopez@cityofperris.org

Business Number: 951-943-6100

Mobile Number:

City: Perris

State: CA

Zip: 92570

Prepared By: Jason Watts

Email Address: jwatts@spectrumvoip.com

Phone Number: (512) 253-1621 x5111

Monthly

PRODUCT	TERM	QTY	UNIT PRICE	TOTAL
Hosted VoIP service package	36	1	\$20.00	\$20.00
Stations/Seats - Yealink T43U B&W	36	180.0	\$13.00	\$2,340.00
			SUBTOTAL:	\$2,360.00
			SALES TAX:	\$0.00
			CARRIER COST RECOVERY FEE:	\$3.50
			FUSF:	\$5.04
			E911 RECOVERY FEE:	\$3.90
			TOTAL MRC:	\$2,372.44

Notes:



SpectrumVoIP™ | Sales Proposal

Quote Number: Q-15790

Total MRC: \$2,372.44

*Toll-free numbers are billed per minute at \$.029 per minute and have a 100-minute minimum per month of \$2.90

* Taxes are applied according to city/county/state tax regulations.

*New equipment, promotions and discounts are based on approval. If not approved, I accept like-new equipment

Customer Initials: _____

*SpectrumVoIP will pay customer up to \$0.00 for Early Termination Fees. Customer Initials: _____

*SpectrumVoIP is unaffiliated with Charter/Time Warner/Spectrum Business. Customer Initials: _____

*Desired Install Date (average time for 20 or less phones: 3-4 weeks) Date: _____

*Taxes and fees are subject to change. E911 is billed per site. SMS / MMS will incur monthly usage charges.

*Third party products may incur an install fee or additional monthly charges.

*By signing this quote, Customer agrees to the Terms

Name Listed with Sec of State: _____

Federal Tax ID: _____ **Date:** _____

Title: _____ **Printed Name:** _____

Social Security Number: _____ **Signature:** _____

ATTACHMENT 4

Go To Connect Proposal for Unified Communication Services

GoTo

Phone, Meeting, Messaging



City of Perris

Mark Heldt

mark.heldt@goto.com

Syntech Group

peter Nguyen

19092031532

pnguyen@syntechgroup.com

syntechgroup.com



[GoTo.com/connect](https://www.gotocommunity.com/connect)

The Swiss Army Knife of software

A single, consolidated platform that's driving a new wave of customer engagement.



Phone



Meeting



Messaging



Integrations



Audio Conferencing



Fax



Contact Center



Screen Sharing

Your work. Your terms.

Whichever device you and your employees choose, we make it easy to jump from phone to meeting to chat on any device, all through one application, with one secure login.



Built for IT. Designed for everyone.

We give IT professionals just one system for phone, meetings and messaging, all equipped with a unified administration portal that helps you succeed.

24/7 Support & 99.99% Uptime

Our solutions are so intuitive, even people who dislike technology will love ours. But in the event you need a little help, we're here.



Top-Rated Remote Desktop Software &
Top-rated Hosted VoIP Provider
Top-Rated Identity Management Solution



Best Video Conferencing Provider
Best Webinar Software
Best VOIP Provider / Leader in UCaaS



Challenger for Meeting Solutions
Challenger for UCaaS Solutions
Customers' Choice for Meeting Solutions

GoTo Connect

Why GoTo Connect?



Proposal for Unified Communications Services

City of Perris

Quote #: Q-633297
 Service Term: 36.0 Months
 Expiration Date: 05/31/23

Free Months: 3

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
Voice Number DID Port - Configuration Fee	2	USD 5.00	USD 4.00	USD 1.00	USD 2.00
Yealink T33G SIP phone w/power supply	50	USD 119.00	USD 119.00	USD 0.00	USD 0.00
ESTIMATED TAXES and FEES					USD 0.00
TOTAL					USD 2.00

MONTHLY TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
GoToConnect Standard	101	USD 22.00	USD 9.05	USD 12.95	USD 1,307.95
Voice - Standard DID - Monthly Charge	2	USD 5.00	USD 4.75	USD 0.25	USD 0.50
ESTIMATED TAXES and FEES					USD 107.10
TOTAL					USD 1,415.55

TODAY'S TOTAL
USD 2.00

MONTHLY TOTAL
USD 1415.55

Over 100+ Features

Connect an office or remote workforce with the flexible tools and unified administration.



Auto Attendants

Leverage an endless number of auto attendants to create custom menu options and gain IVR functionality.



HD Video Conferencing

Host professional meetings with up to 250 attendees using screenshare and meeting recording.



Conference Bridge

Utilize an unlimited number of conference bridges across the organization.



Voicemail to Email

Listen to voicemails directly from any inbox, on any device.



Ring Groups/Queues

Route calls to the right people in the shortest amount of time — empowering the organization with call center functionality.



Mobile Apps

Make and receive calls on any iOS or Android device — turn any smartphone or tablet into an office phone.



SMS/MMS Text Messaging

Send and receive messages between teams across desktop, mobile or web with SMS/MMS available in North America.



Virtual Fax

Send and receive faxes and view them in any email box at no additional cost.



Music on Hold

Present a professional image with custom music and messaging for promotions or instructions.



In-Country Calling

Call anyone in your country free of international limits.



Global Calling

Call over 50 countries at no additional cost.



GoTo Contact

GoTo Contact is a feature-rich, cloud-based contact center solution designed to improve customer experiences, and boost sales.

Their Words, Not Ours



“We live in LA, there might be an earthquake tomorrow. We needed a system that could work from anywhere. That’s what GoTo brought to PLN. It’s centralized and in the cloud.”

Geovanni Rivas

Head of IT, Technology and Communications, Para Los Niños

“We are saving 61% in cost every time we implement GoTo Connect at one of our locations over other hosted solutions. GoTo is a vital solution for Tenet Healthcare, which we depend on more every day.”

Don Preston

Consultant for Tenet Healthcare

Other Customers



DARTMOUTH

SIEMENS



Hilton
HOTELS & RESORTS

Allianz 

accenture 

Gartner

Gartner recognized GoTo as a Challenger in the 2021 Magic Quadrant for Unified Communications and Collaboration.

TrustRadius

TrustRadius named GoTo Connect as a 2021 top rated VoIP solution.



G2 recognizes GoTo as a leading VoIP provider based on user reviews for customer satisfaction

ATTACHMENT 5

Spectrum Enterprise Voice Service Proposal

Spectrum Enterprise Voice Service Proposal for City of Perris

July 25, 2023

Linda Garcia

Strategic Account Manager

Linda.Garcia@charter.com

Office (562) 677-0320

Cell (714) 287-6609

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Spectrum Enterprise

Introduction

Thank you for considering Spectrum Enterprise for your communications technology needs. This proposal outlines a solution that addresses the needs and requirements we have discussed. It also provides an overview of our service delivery process and other relevant information.

I will schedule a time to review the details of this proposal with you, however, please contact me in the meantime with any questions.

I look forward to speaking with you soon about how we can partner to help you achieve your goals.

Regards,

Linda Garcia

SAM -Strategic AM Gov/Ed

Office: 714-287-6609

Cell: 714-287-6609

Email: linda.garcia@charter.com

Technology unlocks powerful opportunities for business success. With competition at an all-time high, you need technology that doesn't just keep up, but puts you ahead.

Spectrum Enterprise, a part of Fortune 100 company Charter Communications, provides the digital infrastructure your business needs to drive success. Our secure and scalable technology portfolio includes wide area network (WAN), Internet, managed services, voice and TV solutions.

Technology and expertise that exceeds expectations

Dense fiber reach nationwide	<ul style="list-style-type: none">• 32 metros across 41 states• 217,000+ fiber-lit buildings• 230,000+ fiber-route miles
Deep expertise	<ul style="list-style-type: none">• Fiber and IT infrastructure solutions• Over two times more active MEF-certified professionals than all other top Ethernet providers combined
Committed to delivering quality experiences	<ul style="list-style-type: none">• One team = one experience• Unparalleled service level agreements (SLAs)• Self-service portals• Network Operations Center
Recognized for solution and service excellence	<ul style="list-style-type: none">• Ranked #1 for 'Ease of doing business' by ATLANTIC-ACM• MEF 2019 award-winner• TMC 2019 SD-WAN Implementation award-winner• INTERNET TELEPHONY 2020 Hosted Call Center Excellence award

The right partner for your digital journey

Spectrum Enterprise has invested over \$2 billion to support client progress, and we continue to add over 50 fiber-lit buildings to our network every day. Our goal is to increase client access to our national fiber network. We are doing this by absorbing the costs of fiber construction for the majority of enterprise buildings within our footprint.

We're committed to ensuring an exceptional client experience, and we put the needs of our clients at the center of everything we do. With national reach, committed teams and proven expertise, we can connect you and go beyond your expectations.

We're committed to an exceptional experience

With dedicated customer operations teams and self-service tools tailored to your needs

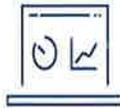
One team to guide and advocate



Client Services Team, Project Managers, Local Construction Teams

- Service delivery and service assurance
- Billing questions or issues
- Change coordination
- Service restoration
- Operational Business Reviews (OBRs)

Visibility and control Stringent SLAs



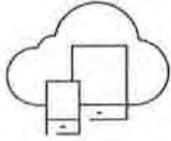
Self-Service Portals

- Product visibility and control with near real-time status and reporting
- 24/7 access to detailed reports



Powerful Service Level Agreements

- SLAs that cover our entire network including the connection to your premise equipment
- Four-hour time to restore



Unified Communications (UC) with RingCentral

All-in-one cloud-based platform that seamlessly combines messaging, video conferencing and phone calling. Maximize customer and employee user experiences and engagement by allowing them to work the way they want, regardless of location or device.

Features	Benefits
World-class phone system.	Simple to use – Advanced cloud PBX capabilities power voice calling across desktop, mobile and desk phone users.
Third party application integration.	Manage complexity – Keep using the business tools you're familiar with. RingCentral's App Gallery offers 250+ pre-built integrations as well as 500+ APIs and developer tools for customized needs.
Unified desktop, tablet and smartphone experience.	Support office mobility – Extend your office tools to the virtual office. All of your conversations, meetings and switching modes from desk to mobile mid-call travel with you.
Compatible with existing phones.	Control costs – Clients can choose to purchase phones and equipment or keep their existing compatible phones for this solution.
Dedicated Implementation Manager.	Simple installation – Includes a single point of contact for service activation, delivery, tuning, and training for all users and sites during initial 10-day on-boarding
Simplified and scalable IT management.	Continuous support – Spectrum Enterprise client portal is one pane of glass to view all services, trouble tickets, service configuration and quick access to RingCentral portal for call flow and user management. Your service is proactively monitored 24x7x365 to ensure availability and performance.

Spectrum Enterprise Proposed Cost

RingCentral voice service with Leased phones (OpEx option)

New services and monthly charges:				
Product	Quantity	Sales Price	Contract Term	Monthly Price
Unified Communications with RingCentral Standard Seat*	180	\$18.50	36 Months	\$3,330.00
Unified Communications with RingCentral Limited Extension Seat*	11	\$13.50	36 Months	\$148.50
Poly VVX250 – 36-month EIP - UC with RingCentral	160	\$3.50	36 Months	\$560.00
Poly CCX500 – 36-month EIP - UC with RingCentral	20	\$10.25	36 Months	\$205.00
Poly Trio 8300 – 36-month EIP - UC with RingCentral	11	\$13.00	36 Months	\$143.00
Total**:				\$4,386.50
* Receive 3-months free of this service – total value for both Standard and Limited Ext Seats - \$10,435.50.				
**Prices do not include taxes, surcharges, and/or fees				

One-time charges:			
Product	Quantity	Sales Price	Total Price
Remote Professional Install - UC with RingCentral	1	\$500.00	\$500.00
Total*:			\$500.00
*Prices do not include taxes, surcharges, and/or fees			

Spectrum Enterprise Proposed Cost

RingCentral voice service with Purchased phones (CapEx option)

New services and monthly charges:				
Product	Quantity	Sales Price	Contract Term	Monthly Price
Unified Communications with RingCentral Standard Seat*	180	\$18.50	36 Months	\$3,330.00
Unified Communications with RingCentral Limited Extension Seat*	11	\$13.50	36 Months	\$148.50
Total**:				\$3,478.50
* Receive 3-months free of this service – total value for both Standard and Limited Ext Seats - \$10,435.50.				
**Prices do not include taxes, surcharges, and/or fees				

One-time charges:			
Product	Quantity	Sales Price	Total Price
Poly VVX250 - UC with RingCentral	160	\$126.00	\$20,160.00
Poly CCX500 - UC with RingCentral	20	\$369.00	\$7,380.00
Poly Trio 8300 - UC with RingCentral	11	\$468.00	\$5,148.00
Remote Professional Install - UC with RingCentral	1	\$500.00	\$500.00
Total*:			\$33,188.00
*Prices do not include taxes, surcharges, and/or fees			

Spectrum Enterprise – Optional Services

Professional Services

Pricing per service option:

	Onsite	Remote
Onboarding – 191 Seats total (180 end users, 11 conference room phones)	\$165 / Seat includes configure and call flow set up, phone deployment, testing. The Tech that goes out does answer questions on feature usage but does not provide comprehensive training. Note that a tech is sent out and can handle 25 phones/day so if everything needs to get done on 1 day, 8 techs are needed.	\$93.50 / Seat includes configure and call flow set up Customer responsible for phone deployment
End User Training	\$2,200 per Day (any number of sessions)	\$440 / session typically about 1 hour
Admin Training	\$2,200 per Day (any number of sessions)	\$880 / session typically about 2 hours
Travel (fixed fee)	\$2,750 per trip per tech	Not applicable

Pricing scenario below is based on all services being selected based on handset quantity and user count provided.*

	Budgetary Quote for Onsite Services	Comparison with Remote
Custom Onboarding - 191 Seats - 8 techs to visit on Day of Install to get job done in 1 day	Onsite = \$31,515 + 22,000 = \$53,515	\$16,923.50 if using RingCentral Customer deploys phones
Custom Training – 160 users	Onsite, 1 Day = \$4,950 or more if more days	Expect 4 End User sessions - \$1,760
Custom Training – 5 users	Onsite, 1 Day = \$4,950 or more if more days	Expect 1 Admin Session - \$880

***PLEASE NOTE:**

- **Spectrum Enterprise phones will be shipped to you preconfigured at no cost, as part of our standard service – see Onboarding Guide included with proposal.**
- Professional services listed above are optional and customizable. Mix and match services that best fit your needs.
- Onboarding configuration option is for additional configurations after the standard preconfigured service.
- **Based on the City's needs, Spectrums recommends the REMOTE CUSTOM TRAINING for 5 users.** Any other options can be added pre-installation if needed.

Spectrum Enterprise

Summary

Summary

Spectrum Enterprise is fully committed to providing you with the solutions that are right for your unique needs, and delivering a seamless experience through installation and beyond. From our exceptionally reliable, scalable fiber technology solutions to our highly skilled and certified team, we are well-positioned to help you meet your needs not only today, but in the future as your business evolves.

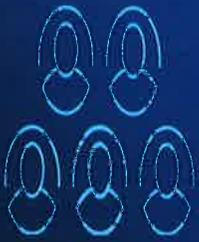
We look forward to helping your company achieve its full potential by not only providing you with the right digital infrastructure, but by establishing a long-term partnership that delivers support and expertise you can count on.

THE SPECIFICATIONS AND INFORMATION REGARDING THE SERVICES IN THIS DOCUMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL STATEMENTS, INFORMATION, AND RECOMMENDATIONS IN THIS DOCUMENT ARE BELIEVED TO BE ACCURATE BUT ARE PRESENTED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USERS MUST TAKE FULL RESPONSIBILITY FOR THEIR APPLICATION OF ANY SERVICES.

Third party trademarks are the property of their respective owners.

One team across every interaction

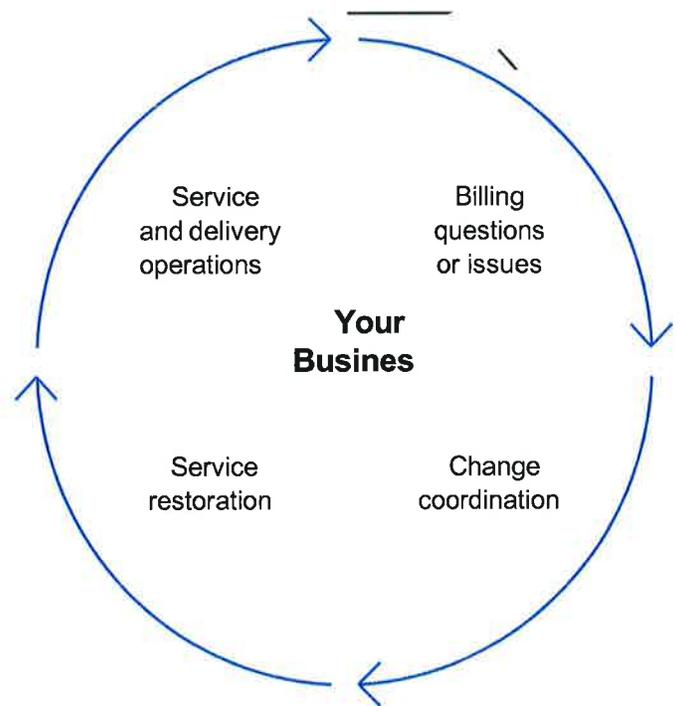
A true partnership to deliver the best experience



Your dedicated advocates
across every
touchpoint including:

- Sales Engineers
- Account Manager
- Client Services Team
- Project Manager

- **Linda Garcia- Strategic Account Manager**
- **Art Martinez – Sales Engineer**
- **Jose DeHoyos – Manager, Sales Engineering**
- **Jim Szostek – Technical Sales Consultant – Voice**
- **Guadalupe Sanchez – Client Service Manager**
- **Michael Allen – Regional Sales Manager**
- **David Brown - Director of Government and Education Services**



Thank you.

enterprise.spectrum.com

ATTACHMENT 6

Vonage Draft Phone Service Quote

Vonage Draft Quote for City of Perris						
Monthly Charges (Upon Activation)						
Product Description	Quantity	List Price	Discount %	\$/unit/month	Monthly	
Unlimited Extension	181	\$39.99	62.52%	\$14.99	\$2,713.19	Users & 1 Fax Line
Local Company Number	11	\$9.99	50.05%	\$4.99	\$54.89	1 per physical location
Call Group	37	\$4.99	100.00%	\$0.00	\$0.00	Work Groups/Hunt Groups
Company Call Recording	1	\$49.99	50.01%	\$24.99	\$24.99	Call recording for all users. Admin enabled
VBC Voice for Microsoft Teams	180	\$0.00	0.00%	\$0.00	\$0.00	
Yealink SIP-T46U (Rental)	140	\$7.99	50.06%	\$3.99	\$558.60	Standard User Phone
Yealink SIP-T57W (Rental)	42	\$14.99	53.37%	\$6.99	\$293.58	Executive & Receptionist Phone
EXP50- Color Expansion Module- Rental	2	\$6.99	57.22%	\$2.99	\$5.98	Expansion Module for Receptionist Phone
Grandstream HT802- 2 Port Analog Telephone Adapter (Rental)	1	\$2.99	33.44%	\$1.99	\$1.99	ATA for Fax Line
Recovery Fee	192	\$3.50	0.00%	\$3.50	\$672.00	
Emergency Services Fee	181	\$0.99	0.00%	\$0.99	\$179.19	
Monthly Charges Total					\$4,504.41	
One-Time Setup Charges						
Service Description	Units	List Price	Discount %	\$/unit	Charges	
VBC PS Enhanced Onboarding Package for 50 Users	1	\$3,000.00	0.00%	\$3,000.00	\$3,000.00	
VBC PS Enhanced Onboarding Package - Per User	131	\$30.00	0.00%	\$30.00	\$3,930.00	
Standard Shipping	185	\$15.00	66.67%	\$5.00	\$925.00	
One-Time Charges Total					\$7,855.00	
Summary					Total	
Vonage Business Communications Subscription Services - Monthly					\$4,504.41	
Vonage Business Communications Implementation Charges - Due Upfront					\$7,855.00	
				Total Year 1:	\$61,907.92	
				Total Per Year 2 & 3:	\$54,052.92	
				Total Contract Value:	\$170,013.76	
Proposal Terms						
Subscription Term: 3 Years						
Services Billed Monthly in Advance Upon Activation						
Status: Budgetary						

ATTACHMENT 7

Contract Service Agreement with Carahsoft for Zoom Cloud VOIP Phone System

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
CLOUD PHONE VoIP UPGRADE & LEASE

This Contract Services Agreement ("Agreement"), is made and entered into this __12TH day of September, 2023, by and between the City of Perris, a municipal corporation ("City"), and Carahsoft, Technology Corp; an IT solutions provider. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thirty-Three Thousand, Five dollars and Forty Six Cents (\$ 133,005.46) ("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 _____ September 12, 2027 _____.

4.0 COORDINATION OF WORK

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

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

"CONSULTANT"
Carahsoft Technology Corp., an IT Solutions
Provider

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES
Project Scope of Work

Exhibit 2 Project Scope of Work

Customer is purchasing Zoom Professional Services through a non-Zoom entity authorized by Zoom to resell certain Professional Services, and from/through which Customer orders the Professional Services (the “Reseller”).

	Scope	Completion Criteria
Project Scope	Each location, function, and feature as identified in Section 1 (<i>Service Scope and Locations</i>).	Completion of all Professional Services described in this Project Scope of Work, for each location identified.

1. Service Scope and Locations

Zoom will perform the tasks listed in this Project Scope of Work remotely, for the following Zoom Phone user/license count(s), features, functions, and/or locations:

Standard Service Scope:

Standard Service Scope:

Standard Service Scope:

Existing PBX:	Mitel	Phone Source:	Purchasing New Phones
Total Users to Deploy: 182		Location Demographics:	
User/ Devices with DID's: Includes 182 DID's	182	# Locations 1 to 25 Users:	8
Users/ Devices with NO DID:	0	# Locations 26 - 50 Users:	4
		# Locations over 50 Users:	0

Virtual Desktop Infrastructure (VDI) in Use?: No

DID's, Porting, and Site Count: DID's to be used: 182 **Total Number of Locations:** 12

Additional DID's to be parked: 0
Toll-Free Numbers: 0

Native Locations: 12
BYOC
Locations:
0 #
Carrier
Peering: 0
Direct
Connect: 0

Queues and Auto-Receptionists:

Auto-Receptionists/ Queues Included up to: 36
Additional AR's: 0
Additional Queues: 0

Emergency Services (E911): Nomadic

Optional Services:

Bulk Phone Reprovisioning: Not Included

BYOC Required: Not Included

Carrier Peering: Not Included

Direct Connect: Not Included

SSO Configuration Assistance: SSO Service:

SIP Paging: Not Included

Contact Center Integration: Not Included

Analog Requirements: Yes

Small ATA (Up to 4 ports): 1

Medium ATA (5 to 24 ports): 0

Large ATA (25 to 48 Ports)" 0

Premise Peering: Not Included

On-Site Services: Not Included

Zoom Phone Local Survivability: Not Included

Project Assumptions:

1) Only those Zoom Phone features and functions Generally Available at the time of SOW execution shall be included in this project scope.

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Professional Service Fees

Exhibit 1 Professional Service Fees

Service	Description	Pricing
Zoom PS	Remote Zoom Professional Services Organization: Assessment, Design, Project Management, and Deployment. Locations and deployment type as	<SOW AMOUNT>

	indicated in Section 1 (<i>Service Scope and Locations</i>) of the Project Scope of Work (Exhibit 2).	
Total Remote Services:		<SOW AMOUNT>

Standard Work Hours. Unless otherwise specified, pricing is based on the Professional Services being provided during Standard Service Hours.

Invoicing Schedule. Invoices will be issued as follows:

1. 30% of the total value of this Statement of Work as identified in this Exhibit 1 shall be invoiced upon completion of company and location(s) preliminary discovery, design, and planning in the mutually agreed upon Project plan as identified in Section 2.2 in Exhibit 2 (*Project Scope of Work*). An email notification will be sent to the Partner and the Customer at the completion of such phase.
2. Remaining Statement of Work value shall be invoiced upon the completion for each location based on the number of Zoom licenses, devices, users, and features (e.g. paging, BYOC, BYOP, etc.) deployed at each location or location. An email notification will be sent to the Partner and the Customer at the completion of each location or group of locations.

Special Terms and Notes

Any Special Terms & Notes set forth below shall take precedence over any conflicting terms contained in the Partner Agreement or Reseller Customer PS Terms, as applicable.

Locations are limited to those identified within Section 1 (*Service Scope and Locations*) of this Project Scope of Work (Exhibit 2).

Refer to Section 1 (*Service Scope and Locations*) of the Project Scope of Work (Exhibit 2) for the number of units included by each location or group of Locations.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Standard Service Scope

1. Service Scope and Locations

Zoom will perform the tasks listed in this Project Scope of Work remotely, for the following Zoom Phone user/license count(s), features, functions, and/or locations:

Standard Service Scope:

Standard Service Scope:

Standard Service Scope:			
Existing PBX:	Mitel	Phone Source:	Purchasing New Phones
Total Users to Deploy:		182	Location Demographics:
User/ Devices with DID's: Includes 182 DID's	182		# Locations 1 to 25 Users: 8
Users/ Devices with NO DID:	0		# Locations 26 - 50 Users: 4
			# Locations over 50 Users: 0
Virtual Desktop Infrastructure (VDI) in Use?:			No
DID's, Porting, and Site Count:		DID's to be used:	182
		Total Number of Locations:	12
Additional DID's to be parked:		0	# Native Locations: 12
Toll-Free Numbers:		0	# BYOC Locations: 0
			# Carrier Peering: 0
			# Direct Connect: 0
Queues and Auto-Receptionists:			
Auto-Receptionists/ Queues Included up to:	36	Additional AR's:	0
		Additional Queues:	0
Emergency Services (E911):		Nomadic	
Optional Services:			

Bulk Phone Reprovisioning:	Not Included
# BYOC Required:	Not Included
Carrier Peering:	Not Included
Direct Connect:	Not Included
SSO Configuration Assistance:	SSO Service:
SIP Paging:	Not Included
Contact Center Integration:	Not Included
Analog Requirements:	Yes
# Small ATA (Up to 4 ports):	1
# Medium ATA (5 to 24 ports):	0
# Large ATA (25 to 48 Ports)"	0
Premise Peering:	Not Included
<hr/>	
On-Site Services:	Not Included
<hr/>	
<u>Zoom Phone Local Survivability:</u>	Not Included

Project Assumptions:

1) Only those Zoom Phone features and functions Generally Available at the time of SOW execution shall be included in this project scope.

Locations:

Qty	Country	Default Deployment Type	Qty Native	Qty BYOC	Qty Direct Connect	Qty Carrier Peering	# sites 1-25 users	# sites 26-50 users	# sites 50+ users
12	United States	Native	0	0	0	0	8	4	

2. General

- 2.1. Selection and assignment of a designated TPM and Zoom Project Engineer (“PE”) by Zoom.
- 2.2. Project Management
 - 2.2.1. The TPM will be responsible for the following activities in connection with this Project Scope of Work:
 - 2.2.2. Alignment of Project goals and scope with Customer expectations during Project initiation/ kick-off;
 - 2.2.3. Internal and external Project kick-off sessions;
 - 2.2.4. Creation and management of Project governance, including but not limited to:
 - 2.2.4.1. Mutually agreed upon Master Project plan and schedule;
 - 2.2.4.2. Roll Out Communication plan, Project resource requirements, escalation process, change control, and test plan;
 - 2.2.4.3. Project Action and risk register;
- 2.3. Completion of resource assignments and scheduling in alignment with the master Project schedule;
- 2.4. Management of Project documentation;
- 2.5. Management of Project timelines in alignment and via consensus with the Customer designated internal Project manager or single point of contact;
- 2.6. Identification, communication, and mitigation of Project risks and issues;
- 2.7. Development, review, authoring, implementation, and managing any mutually agreed upon interventions to achieve Project outputs;
- 2.8. Facilitating and leading regular status update meetings, organize planning sessions and Customer steering committees, as applicable;
- 2.9. Completing scoped migration and go live support; and
- 2.10. Performing closure procedures at the conclusion of Project activities.

3. Zoom Phone Discovery

- 3.1. The TPM and/or PE will partner with the Customer to schedule high-level Discovery session(s) with Customer’s point of contact(s). The location(s) and number of users involved in the Discovery process are set forth in Section 1 (*Service Scope and Locations*) of this Project Scope of Work. The Zoom Project Team will work with the Customer to complete the preliminary Discovery document(s).
- 3.2. Preliminary Discovery
 - 3.2.1. Customer’s implementation strategy;
 - 3.2.2. Identify Customer Project team members and responsibilities;
 - 3.2.3. Identify and document all locations and addresses to be deployed;
 - 3.2.4. Develop high-level Project timeline for location deployments and cut-overs;
 - 3.2.5. Document risk-factors that may impact cut-over schedule;
 - 3.2.6. Document Zoom Portal company settings and standards;
- 3.3. Location-specific Discovery (as applicable to the custom services being provided)
 - 3.3.1. User and Device Information;
 - 3.3.2. Porting data/information (Direct Inward Dial [“DID”] and Toll Free Numbers);
 - 3.3.3. Call flow(s);
 - 3.3.4. Dial plan requirements (as needed);
 - 3.3.5. Premise Peering (PSTN/PBX) Requirements;
 - 3.3.6. Zoom Phone SSO if required
 - 3.3.7. Roles and Permissions;
- 3.4. Zoom Phone Readiness Review
 - 3.4.1. Zoom Phone Readiness Review will be conducted for each location/location(s) identified in Section 1(*Service Scope and Locations*) of this Project Scope of Work to include:

- 3.4.1.1. Wired Network test results
- 3.4.1.2. Wireless Network test results
- 3.4.2. The Zoom Phone Readiness review shall contain statistics and metrics on the Customer's current network environment to ensure Customer's network is configured for optimal Zoom performance.
- 3.4.3. PE will provide recommendations, as needed, to resolve network connectivity issues.
- 3.4.4. Additional network reviews or consultations are available to the Customer via a separate, executed Project Scope of Work.
- 3.5. Go-Live Readiness requirements.
- 3.6. All Discovery documents, Preliminary and Location-Specific, are reviewed and approved by Customer and Zoom Project Team prior to moving to deployment.
- 3.7. Delay in completing and returning any Zoom requested documentation may result in an adjustment of the Project timeline.

4. Data Requirements and Preparation

- 4.1. Zoom will provide the Customer templates for collecting required data for implementation. Items which may be identified and documented are the following:
 - 4.1.1. User List.
 - 4.1.2. Location information.
 - 4.1.3. Direct Inward Dial (DID) Phone numbers.
 - 4.1.4. Current extensions.
 - 4.1.5. Desktop Phone information.
 - 4.1.6. Call Queues (hunt groups) including call distribution methodology (simultaneous ring, sequential ring, rotating ring, etc.).
 - 4.1.7. IVR/Auto Receptionist.
 - 4.1.8. Multi-line appearance (typically used by Administrative Assistants).
 - 4.1.9. Additional items as specified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work:
 - 4.1.9.1. Required information for configuring the Zoom's BYOC Trunk Group in the event that Premise Peering PSTN (a.k.a. Bring Your Own Carrier, "**BYOC**");
 - 4.1.9.2. Zoom certified analog gateway ("**ATA**") devices;
 - 4.1.9.3. Zoom certified paging systems;
 - 4.1.9.4. Premise peering;
- 4.2. Customer will provide the required information utilizing the Zoom provided templates with the data requested above to Zoom.
- 4.3. Zoom will enter and configure the data provided into the Zoom Phone System.

5. Zoom Deployment Services

- 5.1. Zoom Professional Services typically performs all services remotely. Remote delivery/deployment services include:
 - 5.1.1. Creation of:
 - 5.1.1.1. Location information;
 - 5.1.1.2. Auto-receptionists;
 - 5.1.1.3. Queues;
 - 5.1.1.4. Call flow(s);
 - 5.1.1.5. User creation and provisioning;
 - 5.1.1.6. Perform Network Readiness Review per Project Plan Schedule;
 - 5.1.2. Porting of DID numbers identified and documented in the Location Discovery exercise.
 - 5.1.3. Configuration of Zoom supported desktop phones in Zoom Portal;
 - 5.1.4. Recommendations for handset placement and testing;
 - 5.1.5. Provisioning of Zoom certified desktop phones via the Zoom Portal;

- 5.1.6. Coordination of end-user training sessions delivered by Zoom Customer Success Manager;
- 5.1.7. Perform coordinated testing with the Customer;
- 5.1.8. Provide Customer with basic template for Customer-specific testing plan;
- 5.2. Alpha testing;
- 5.3. Guidance and standard template(s) for Customer-conducted beta testing;
- 5.4. Cut-over preparation.
- 5.5. Hypercare which provides port-implementation support for a period of ten (10 Business days).
 - 5.5.1. Non-implementation-related support will be provided by Zoom Technical Support in accordance with the level of support the Customer is entitled to receive;
- 5.6. Document open issues and enhancement requests in a Project log.
- 5.7. Perform formal Project closure processes.
- 5.8. Transition the Customer from deployment to sustaining services (e.g. Zoom Technical Support and Customer Success Manager services).
- 5.9. The following services below will be performed if indicated in Section 1 (*Service Scope and Locations*) of the Project Scope of Work:
 - 5.9.1. **Premise Peering PSTN (BYOC)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.1.1. Connect to existing carrier;
 - 5.9.1.2. Provide the Customer with specifications required for a BYOC connection;
 - 5.9.1.3. Complete Zoom portal configuration once SBC device(s) are installed and configured by the Customer on their network;
 - 5.9.1.4. Zoom complete the provisioning of the SIP trunk between Zoom and the Customer's SBCs or through the Carrier Exchange (Carrier Peering);
 - 5.9.1.5. Coordinated testing between Zoom and the Customer to verify that the trunk is established;
 - 5.9.1.6. Provide cut-over support.
 - 5.9.2. **Premise Peering PBX (BYOP)** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.2.1. Provide the Customer with specifications required for a Premise Peering PBX connection;
 - 5.9.2.2. Complete Zoom Portal configuration once SBC device is installed and configured by the Customer on their network;
 - 5.9.2.3. Zoom will complete the provisioning of the SIP trunk between Zoom and the Customer's SBC(s);
 - 5.9.2.4. Provide cut-over support.
 - 5.9.3. **Analog Telephone Adapter/Gateway** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.3.1. Complete Zoom Portal configuration once the Adapter/Gateway is installed and configured by the Customer;
 - 5.9.3.2. Coordinate testing between Zoom and the Customer;
 - 5.9.3.3. Provide cut-over support.
 - 5.9.4. **Paging** as identified in Section 1 (*Service Scope and Locations*) of this Project Scope of Work.
 - 5.9.4.1. Complete Zoom Portal configuration of Zoom-supported paging devices once devices are installed and configured by the Customer;
 - 5.9.4.2. Coordinated testing between Zoom and the Customer
 - 5.9.4.3. Provide cut-over support.
- 5.9.5. Zoom Phone Local Survivability (ZPLS)
 - 5.9.5.1. Provide the Customer with specifications required for a ZPLS;
 - 5.9.5.2. Register Zoom Node to Zoom Cloud;
 - 5.9.5.3. Perform configuration for local survivability within the Zoom Admin Portal;

- 5.9.5.4. Perform initial alpha testing;
- 5.9.5.5. Provide cut-over assistance.

6. Standard Remote Service Hours

- 6.1. Unless otherwise specified, Zoom performs the Professional Services during Standard Service Hours.

7. Customer Responsibilities and Project Scope of Work Exclusions

- 7.1. The Customer is responsible for all aspects not specifically included in this Project Scope of Work. Out of scope and Customer Responsibility items include, without limitation:
 - 7.1.1. Install, provision, configure, and ensure users are proficient on the Zoom Meeting client.
 - 7.1.2. Purchase required Zoom Phone licenses and Calling Plan(s).
 - 7.1.3. Provide all necessary information and data for DID porting and deployment, including but not limited to:
 - 7.1.3.1. Listing of all users with usernames, email addresses, DID's, Extensions, and location, all pages of all current applicable phone bills for all locations requiring porting services, procure Customer Service Reports ("CSR") from existing carrier(s) for all locations and accounts requiring porting services, service addresses and Authorized Contacts for each phone bill/ carrier account; and BTN for each phone bill/ carrier account.
 - 7.1.4. Customer shall use Zoom-provided templates for all data compilation exercises.
 - 7.1.5. Customer understands and agrees that they are responsible for gathering and assembling all data from any legacy systems.
- 7.2. Order and procure desktop phones, headsets, and conference room audio devices as required, and other equipment.
- 7.3. LAN/WAN infrastructure:
 - 7.3.1. Network requirements for Zoom products as identified on the Zoom support website and/or network modifications as recommended by Zoom PSO.
- 7.4. Configuration and software installation on customer PCs.
- 7.5. Customizations on individual User endpoints, or phone settings.
- 7.6. Phones or devices being deployed by Customer that are not defined on Zoom's Supported Device Listing on Zoom's support website at:
<https://support.zoom.us/hc/en-us/articles/360001299063-Certified-Zoom-Phone-devicesHeadsets>.
- 7.7. Customer-side premise trunk configuration, diagnostics, and/or troubleshooting.
- 7.8. Customer mobile device configuration, diagnostics, and/or troubleshooting.
- 7.9. Post-Deployment End-user support.
- 7.10. Post-Deployment Moves, Adds, and Change activities (MACD).
- 7.11. Unless otherwise specified, Customer is responsible for:
 - 7.11.1. Third Party software and/or hardware integration configuration, decommissioning, and/or troubleshooting, including but not limited to other telephony systems, network equipment, and software applications. Configuration, deployment, support, and troubleshooting of any desk phones, devices, headsets, and equipment that are not supported by Zoom Phone.
- 7.12. New or existing SBC installation, configuration
- 7.13. New or existing installation and configuration of Analog Gateways and analog devices (e.g. fax, doorbells, paging, emergency phones, etc.)
- 7.14. Development of customized user guides, documentation, references, training materials, etc.
- 7.15. Customer to provide all pre-recorded greetings and prompts.
- 7.16. Cross-location coordination and gathering of required information.

8. Customer's Telephone Number Porting

- 8.1. The Customer is responsible for authorizing the telephone number porting by Zoom via the approval and signature of the standard Zoom Letter of Authority ("**LOA**"). Zoom shall provide guidance on porting data collection and shall assist with submission of porting request(s). This effort pertains to those locations identified in Section 1 (*Service Scope and Locations*). The parties acknowledge and agree that Zoom is not responsible for and does not control the portability of any individual number or group of numbers, and

the Professional Services completion shall not be withheld by Customer for any delays arising from or relating to the porting of the numbers.

- 8.2. Customer agrees to the porting process and timelines as detailed in the Zoom Support Article: Common Issues and Questions for Porting at <https://support.zoom.us/hc/en-us/articles/360036099112-Common-issues-and-questions-for-porting>.
- 8.3. Notwithstanding paragraph 8.1 above, the Zoom Project Team and Customer will jointly own the porting responsibility by performing the following tasks for each location together:
- 8.3.1. The TPM shall manage initial submission of port requests and any subsequent LOA modifications and submissions.
- 8.3.2. Customer shall endorse all appropriate LOAs as requested by Zoom using the then current LOA form provided to Customer by Zoom
- 8.3.3. Customer shall provide to Zoom as requested:
- 8.3.3.1. All pages of all recent phone bills for those locations requiring the porting of DID's.
- 8.3.3.2. Customer Service Reports and/or Requests for Information from current carriers and authorized signer for each location.
- 8.3.3.3. Porting submissions will include numbers mapped to correct location as "company" numbers or Direct Dial phone numbers.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** September 12, 2023
- SUBJECT:** Final Parcel Map 23-05168 (FPM 37998) – Final approval of Parcel Map No. 37998 to subdivide 221.9 acres into three (3) parcels and nine (9) letter lots to facilitate the construction of three industrial warehouse buildings, a detention basin, and related right of ways dedications, and a conservation area generally located at the northeast corner of Redlands and Ellis Avenue, and west of the I-215 Freeway. Applicant: Thienes Engineering, on behalf of IDIL Perris North 3, L.P.
- REQUESTED ACTION:** Approve Final Parcel Map 23-05168 (FPM 37998) and accept the Subdivision Improvement Agreements and authorize the Mayor to sign the Final Parcel Map.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On July 13, 2010, the City Council approved the IDI PLC North project consisting of four (4) industrial buildings totaling 3,166,456 square feet. Two subsequent modifications have been approved for this project, with both reducing the overall industrial square footage. The first modification (Major Modification 19-05322) was approved on June 9, 2020 and included reduction of the number of buildings from four (4) to three (3), and two (2) alternative plans with and without a rail spur, with an industrial building cap of no more 2,869,677 square feet. The second modification (Major Modification 20-05166) was approved on July 7, 2021 and included reconfiguring the parcel size and building square footage mix to allow greater marketability to an e-commerce user, with a further reduction in the total industrial square foot to 2,840,836 square feet.

The project is now under construction, and the building utilizing the rail spur is anticipated to be completed before the end of the year. The Final Map has been reviewed by the City Engineer's office and is substantially consistent with the Tentative Tract Map approved by the City Council on July 7, 2021. The applicant has entered into Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted Improvement Agreements, which the City Attorney has approved. All costs for improvements will be the responsibility of the developer. To satisfy the terms of the SIA, the applicant has agreed to increase the required sureties and bonds by 20 percent. Additionally, Development Services,

Engineering, and Community Services Departments have determined the applicant has satisfied all conditions of approval required for final map approval and recordation.

RECOMMENDATION:

Staff recommends that the City Council approve Final Parcel Map No. 37998, as all conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

BUDGET (or FISCAL) IMPACT: The cost for processing of this application is borne by the applicant.

Prepared by: Mario Arellano, Associate Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney: _____
Assistant City Manager: MB
Deputy City Manager: ER

Attachments:

1. Vicinity Map
2. Final Parcel Map No. 37998
3. Subdivision Improvement Agreement for Final Parcel Map No. 37998
4. Conditions of Approval (Planning, Engineering, Public Works, Building & Safety, and Community Services) – For Informational Purpose

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

Attachment 1

Vicinity Map

Vicinity Map



Attachment 2

Final Parcel Map No. 37998

NUMBER OF PARCELS = 3 NUMBERED
AND 9 LETTERED
AREA = 221.864 ACRES (GROSS)
AREA = 215.585 ACRES (NET)

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37998

SHEET 1 OF 7 SHEETS

BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR
LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT
NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32
AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC. BRAN L. THIENES P.L.S. NO. 5750
SEPTEMBER 2020

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 2023
AT _____ M. IN BOOK _____
OF PARCEL MAPS, AT PAGES _____
AT THE REQUEST OF THE CITY CLERK OF
THE CITY OF PERRIS
NO. _____
BY: _____
SUBMISSION GUARANTEE:
FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT:

WE HEREBY STATE WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN
HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE
TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP
AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
LOTS "C" AND LOT "D", REDLANDS AVENUE, AND LOTS "E", "F", "G" AND "H", ELLIS AVENUE, FOR STREET
AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOTS "C" AND "D", REDLANDS AVENUE, AND LOTS "E", "F", "G",
AND "H", ELLIS AVENUE, THE OWNERS OF PARCELS 1, 2, 3, LOTS "A", "B" AND "H" ABUTTING THIS
HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT IN THE GENERAL EASEMENT
OF TRAVEL, ALSO EXCEPTING SIX ACCESS OPENINGS, ONE FOR PARCEL 1, THREE FOR PARCEL 2, ONE
FOR PARCEL 3, ALSO EXCEPTING TWO 13' ACCESS OPENINGS, ONE FOR EACH PARCEL 1 AND 2, AS SHOWN
HEREON. ANY CHANGE OF THE ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL
TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

WE HEREBY RETAIN THE ACCESS EASEMENTS AS SHOWN HEREON, FOR THE SOLE BENEFIT OF
OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP FOR
THE USE AND BENEFIT OF PARCELS 1 AND 2.

WE HEREBY RETAIN THE STORM DRAIN EASEMENTS AS SHOWN HEREON, FOR THE SOLE BENEFIT
OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP FOR
THE USE AND BENEFIT OF ALL PARCELS.

WE HEREBY RETAIN THE SEWER EASEMENTS AS SHOWN HEREON, FOR THE SOLE BENEFIT OF
OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP FOR
THE USE AND BENEFIT OF PARCELS 1, 2 AND 3.

WE HEREBY RETAIN THE RECIPROCAL ACCESS EASEMENTS AS SHOWN HEREON, FOR THE SOLE
BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL
MAP FOR THE USE AND BENEFIT OF PARCELS 1 AND 2.

WE HEREBY RETAIN THE LOTS "A" AND "B" AS SHOWN HEREON, FOR THE SOLE BENEFIT OF
OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND PARCEL OWNERS WITHIN THIS PARCEL MAP FOR
THE USE AND BENEFIT OF PARCELS 1, 2 AND 3.

WE HEREBY DEDICATE THE LOT "H" TO THE CITY FOR FUTURE STREET PURPOSES.

IDIL PERRIS FULFILLMENT CENTER LLC, A DELAWARE LIMITED LIABILITY COMPANY, IDIL PERRIS
LOGISTICS CENTER NORTH, L.P., A DELAWARE LIMITED PARTNERSHIP AND IDIL PERRIS NORTH 3,
L.P., A DELAWARE LIMITED PARTNERSHIP

BY: IDIL PERRIS FULFILLMENT CENTER LP, A DELAWARE LIMITED PARTNERSHIP
AS SUCCESSOR-BY-CONVERSION

BY: _____
NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS
CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL
WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR
VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } **
ON _____ BEFORE ME _____
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/IT/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY
HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF
OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE
FOREGOING PARAGRAPH IS TRUE AND CORRECT. COUNTY _____

NOTARY PUBLIC IN AND FOR SAID STATE _____ MY COMMISSION NUMBER _____
PRINT NAME _____ MY COMMISSION EXPIRES _____
MY PRINCIPAL PLACE OF BUSINESS IS IN: _____

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66435 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING
OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED.

STATE OF CALIFORNIA, HOLDER OF ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM
HIGHWAY 395, RECORDED APRIL 9, 1952 AS INSTRUMENT NO. 15079 IN BOOK 1358, PAGE 95,
MAY 9, 1952 AS INSTRUMENT NO. 19920 IN BOOK 1367, PAGE(S) 38, AND AUGUST 13, 1974 AS
INSTRUMENT NO. 103719, ALL OF OFFICIAL RECORDS.

EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL
PURPOSES, RECORDED DECEMBER 5, 1982 AS INSTRUMENT NO. 112466 IN BOOK 3275, PAGE(S)
172 OF OFFICIAL RECORDS.

THE COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR DEDICATION FOR PUBLIC ROAD
PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES AND INCIDENTAL PURPOSES,
RECORDED JULY 27, 1972 AS INSTRUMENT NO. 100079 AND INSTRUMENT NO. 100080, BOTH OF
OFFICIAL RECORDS.

EASTERN MUNICIPAL WATER DISTRICT, HOLDER OF AN EASEMENT FOR SEWAGE TRANSMISSION AND
COLLECTION FACILITIES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 1, 1981 AS INSTRUMENT
NO. 185277 AND MARCH 1, 1982 AS INSTRUMENT NO. 34933, BOTH OF OFFICIAL RECORDS.

THE NEVADA CALIFORNIA ELECTRIC CORP., HOLDER OF AN EASEMENT FOR PIPELINES AND
INCIDENTAL PURPOSES, RECORDED NOVEMBER 9, 1938 AS BOOK 395, PAGE 471 OF OFFICIAL
RECORDS.

MARCH INLAND PORT AIRPORT AUTHORITY, HOLDER OF AN EASEMENT FOR AVIGATION AND
INCIDENTAL PURPOSES, RECORDED MAY 15, 2023 AS INSTRUMENT NO. 2023-0138438 OF OFFICIAL
RECORDS.

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434 AND 66438.20 1/2 OF THE SUBDIVISION MAP ACT, THE APPROVAL
AND RECORDED OF THIS MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THAT OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC
SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JULY 27, 1972 AS INSTRUMENT NO. 100079
OF OFFICIAL RECORDS, WITHIN THIS PARCEL MAP.

THAT OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC
SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JULY 27, 1972 AS INSTRUMENT NO. 100080
OF OFFICIAL RECORDS, WITHIN THIS PARCEL MAP.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT
THE REQUEST OF IDI LOGISTICS - EL SEGUNDO ON FEBRUARY 2017. I HEREBY STATE THAT ALL
MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN
ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS
ARE OR WILL BE SET SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS
PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP,
IF ANY.

SIGNED: _____ DATE _____
BRAN L. THIENES
P.L.S. NO. 5750
LICENSE EXPIRES 12/31/2023

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY
CORRECT; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE NO. 543,
AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS
SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: _____ 2023

BY: GABRIEL D. TORRADO, L.S. 4343 EXP. 6/30/2024 DATE _____
FOR STUART MCKENBURN, ACE 44533
CONTRACT CITY ENGINEER FOR THE CITY OF PERRIS

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE
CITY OF PERRIS, GUARANTEEING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS AND
MONUMENTATION HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF
THIS MAP.

NANCY SALAZAR DATE _____
CITY CLERK OF THE CITY OF PERRIS

CITY ACCEPTANCE STATEMENT:

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED
OFFICER HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION HEREON
MADE OF LOTS "C" THROUGH LOT "G" INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES
AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE
WITH CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTER'S RIGHTS OF ACCESS
ALONG ELLIS AVENUE AND REDLANDS AVENUE FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES
AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

MICHAEL M. VARGAS DATE _____
MAYOR OF THE CITY OF PERRIS

ATTEST: _____ DATE _____
CITY CLERK

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE
ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY,
MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR
SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE
ESTIMATED TO BE \$ _____

DATED: _____ 2023
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ DEPUTY

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN
EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA,
CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL
SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE
COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND
HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____ 2023
CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ DEPUTY



NUMBER OF PARCELS = 3 NUMBERED
AND 9 LETTERED
AREA = 221.964 ACRES (GROSS)
AREA = 215.585 ACRES (NET)

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37998

SHEET 2 OF 7 SHEETS

BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32 AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. NO. 5750
SEPTEMBER 2020

MONUMENT AND BOUNDARY ESTABLISHMENT NOTES:

- 1 FOUND 1" IRON PIPE TAGGED "LS 4260", DOWN 2.5', NO REF; ACCEPTED AS THE EAST 1/4 CORNER OF SECTION 32, T4S, R3W, S.B.M.
 - 2 FOUND 1" IRON PIPE WITH NO TAG, FLUSH, PER R3; ACCEPTED AS BEING THE SAME 1" IRON PIPE PER R4; ACCEPTED AS THE CENTERLINE INTERSECTION OF REDLANDS AVENUE AND 7TH STREET AND CENTER OF SECTION 32, T4S, R3W, S.B.M. SET TAG "LS. 5750".
 - 3 FOUND 1" IRON PIPE WITH NO TAG, FLUSH, PER R3; ACCEPTED AS THE CENTERLINE INTERSECTION OF REDLANDS AVENUE AND ELLIS AVENUE AND SOUTH 1/4 CORNER OF SECTION 32, T4S, R3W, S.B.M. SET TAG "LS. 5750".
 - 4 FOUND 1" IRON PIPE WITH NO TAG, DOWN 0.2', PER R1 & R2; ACCEPTED AS THE SOUTH 1/4 CORNER OF SECTION 33, T4S, R3W, S.B.M. SET TAG "LS. 5750".
 - 5 S.F.M., SOUTHEAST CORNER OF SECTION 32; ESTABLISHED BY RECORD TIE PER R5. SET 1" IRON PIPE TAGGED "LS. 5750".
 - 6 FOUND 6"x6" CONCRETE POST WITH COPPER WIRE, NO TAG, UP 0.5', PER R1
 - 7 FOUND 6"x6" CONCRETE POST WITH COPPER WIRE, NO TAG, UP 0.3', PER R1.
 - 8 S.F.M.; ANGLE POINT IN THE SOUTHWESTERLY LINE OF R1; ESTABLISHED BY RECORD ANGLE AND DISTANCE FROM [2] PER R1.
 - 9 FOUND 6"x6" CONCRETE POST WITH COPPER WIRE, NO TAG, UP 0.3', PER R1.
 - 10 FOUND 3/4" IRON PIPE WITH NO TAG PER R1; ACCEPTED AS BEING ON THE CENTER SECTION LINE OF SECTION 32 AND LYING 2.42' WESTERLY OF THE NORTHEASTERLY CORNER OF R1.
 - 11 FOUND 3/4" IRON PIPE TAGGED "RCFCWGD", FLUSH, NO REF; ACCEPTED AS THE BC IN THE NORTHEASTERLY LINE OF PARCEL 2 OF R5.
 - 12 FOUND 3/4" IRON PIPE TAGGED "RCFCWGD", FLUSH, NO REF; ACCEPTED AS THE EC IN THE NORTHEASTERLY LINE OF PARCEL 2 OF R5.
 - 13 ESTABLISHED BY RECORD DISTANCE PER R5.
 - 14 ESTABLISHED BY RECORD ANGLE PER R5.
 - 15 INTERSECTION OF CENTERLINE OF CHANNEL AND ELLIS AVENUE; ESTABLISHED BY RECORD DISTANCE OF 318.87' FROM [3] PER R2.
 - 16 FOUND 3/4" IRON PIPE TAGGED "RCFCWGD", FLUSH, PER R2; ACCEPTED AS THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SECTION 33 AND THE SOUTHWESTERLY LINE OF PARCEL NO. 12 OF R2.
 - 17 FOUND 3/4" IRON PIPE WITH NO TAG; FLUSH; ACCEPTED AS BEING THE 3/4" IRON PIPE PER R2.
 - 18 FOUND 3/4" IRON PIPE TAGGED "RCFCWGD", FLUSH, PER R2; LYING N 33°07'44" E 0.29' FROM THE INTERSECTION OF THE SECTION LINE AND SOUTHWESTERLY LINE OF HIGHWAY 215; NOT ACCEPTED.
 - 19 INTERSECTION OF CENTERLINE OF CHANNEL AND SECTION LINE; ESTABLISHED BY RECORD DISTANCE OF 405.58' FROM [5] PER R2.
 - 20 INTERSECTION OF NORTHWESTERLY LINE OF CHANNEL AND SOUTHWESTERLY LINE OF HIGHWAY 215; ESTABLISHED BY RECORD DISTANCE OF 334.52' FROM TRUE POSITION OF [8] PER R2.
 - 21 ANGLE POINT IN NORTHWESTERLY LINE OF CHANNEL; ESTABLISHED BY RECORD DISTANCE OF 338.54' FROM [8] PER R2.
- INTERSECTION OF NORTHWESTERLY LINE OF CHANNEL AND CENTERLINE OF ELLIS AVENUE; ESTABLISHED BY RECORD DISTANCE OF 268.30' FROM [18] PER R2.

MAP AND OTHER REFERENCES:

R1	RECORD OF SURVEY	R.S.B. 62 PG. 61-62
R2	RECORD OF SURVEY	R.S.B. 25 PG. 4-8
R3	RECORD OF SURVEY	R.S.B. 140 PG. 21-27
R4	RECORD OF SURVEY	R.S.B. 107 PG. 63
R5	CERTIFICATE OF COMPLIANCE	DOC. NO. 2000-058251, O.R.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM (CSPCS), ZONE 6, BASED LOCALLY CONTROL STATIONS "ENPR", "MUP" AND "P584" NORTH AMERICAN DATUM 1983 (NAD83) AS SHOWN HEREON. (BASIS OF BEARINGS: N 84°41'07" W). ALL BEARINGS SHOWN HEREON ARE GRID BEARINGS, QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCES BY A COMBINATION FACTOR OF 0.999920576. CALCULATIONS ARE MADE AT [3] WITH COORDINATES OF N: 2,275,930.789, E: 8,267,702.377, USING AN ELEVATION OF 1415.92'.

CONVERGENCE ANGLE = -0°15'53.60662"
CALCULATED AT [7]

CSPCS CORS STATION "MUP"
NORTH LATITUDE = 33°52'06.34063"
WEST LONGITUDE = 117°19'04.60202"
CALIFORNIA STATE PLANE COORDINATE SYSTEM (CSPCS)
ZONE 6, NORTH AMERICAN DATUM 1983 (2010.0 EPOCH)
NORTHING = 2,279,468.185 U.S. SURVEY FEET
EASTING = 8,237,868.034 U.S. SURVEY FEET

CSPCS CORS STATION "ENPR"
NORTH LATITUDE = 33°51'27.46404"
WEST LONGITUDE = 117°36'32.06237"
CALIFORNIA STATE PLANE COORDINATE SYSTEM (CSPCS)
ZONE 6, NORTH AMERICAN DATUM 1983 (2010.0 EPOCH)
NORTHING = 2,258,362.000 U.S. SURVEY FEET
EASTING = 6,149,110.867 U.S. SURVEY FEET
ELEVATION (NAVD83) = 1098.51 U.S. SURVEY FEET
COMBINED FACTOR = 0.99994841
CONVERGENCE ANGLE = -0°44'48.27425"

EXISTING EASEMENTS:

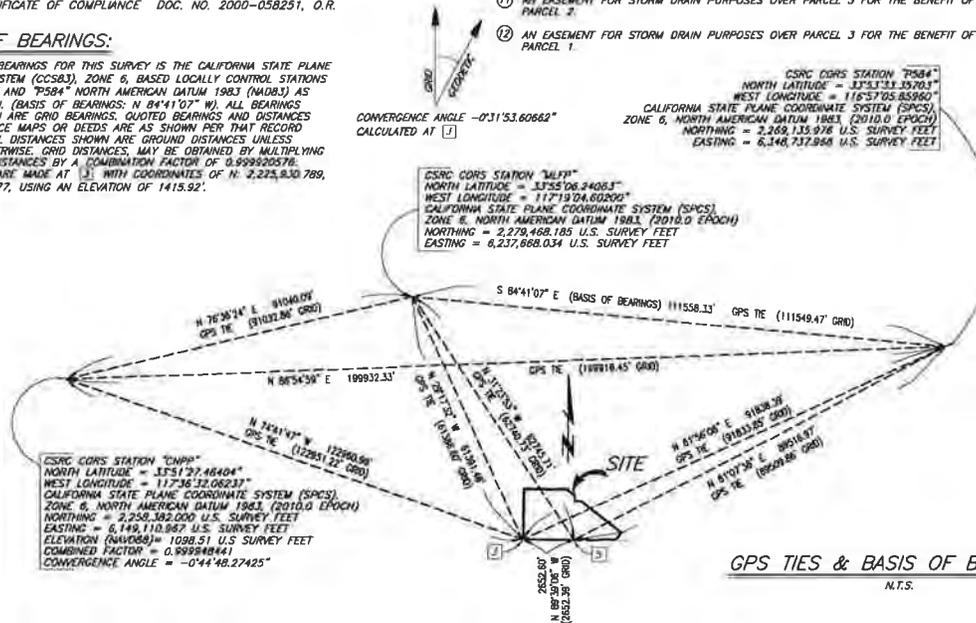
- 1 THE PERMISSION GRANTED THE BOARD OF SUPERVISORS, ACTING FOR AND IN BEHALF OF THE DRAINAGE DISTRICT IMPROVEMENT NO. 2 OF RIVERSIDE COUNTY FOR THE CONSTRUCTION OF THE CHANNEL AND LEVEES FOR THE CONTROL OF THE SAN JACINTO RIVER OVER AND ACROSS SAID LAND, THE WIDTH OF THE CHANNEL BETWEEN THE SAID LEVEES TO BE NOT OVER 150 FEET, AS GRANTED BY INSTRUMENT RECORDED APRIL 24, 1917 IN BOOK 481, PAGE(S) 258, OF DEEDS. (LOCATION OF SAID EASEMENT IS INDETERMINATE FROM RECORD)
- 2 ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM HIGHWAY 395 HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED APRIL 9, 1952 AS INSTRUMENT NO. 15079 IN BOOK 1358, PAGE(S) 38 OF OFFICIAL RECORDS. (RESTRICTED ACCESS RIGHTS PLOTTED HEREON AS [REDACTED])
- 3 ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM HIGHWAY 395 HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED MAY 9, 1952 AS INSTRUMENT NO. 19920 IN BOOK 1367, PAGE(S) 38 OF OFFICIAL RECORDS. (RESTRICTED ACCESS RIGHTS PLOTTED HEREON AS [REDACTED])
- 4 AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED DECEMBER 5, 1962 AS INSTRUMENT NO. 112466 IN BOOK 3275, PAGE(S) 172 OF OFFICIAL RECORDS.
- 5 AN OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JULY 27, 1972 AS INSTRUMENT NO. 100079 OF OFFICIAL RECORDS.
- 6 AN OFFER OF DEDICATION FOR PUBLIC ROAD PURPOSES, INCLUDING PUBLIC UTILITY AND PUBLIC SERVICE USES AND INCIDENTAL PURPOSES, RECORDED JULY 27, 1972 AS INSTRUMENT NO. 100080 OF OFFICIAL RECORDS.
- 7 ABUTTER'S RIGHTS OF INGRESS AND EGRESS TO OR FROM HIGHWAY 395 HAVE BEEN RELINQUISHED IN THE DOCUMENT RECORDED AUGUST 13, 1974 AS INSTRUMENT NO. 103719 OF OFFICIAL RECORDS. (RESTRICTED ACCESS RIGHTS PLOTTED HEREON AS [REDACTED])
- 8 AN EASEMENT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED OCTOBER 1, 1981 AS INSTRUMENT NO. 183277 OF OFFICIAL RECORDS.
- 9 AN EASEMENT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, RECORDED MARCH 1, 1982 AS INSTRUMENT NO. 34935 OF OFFICIAL RECORDS.
- 10 AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES, IN FAVOR OF THE NEVADA CALIFORNIA ELECTRIC CORP., RECORDED NOVEMBER 9, 1930 AS BOOK 395, PAGE 471 OF OFFICIAL RECORDS. (CENTERLINE OF SAID EASEMENT PLOTTED HEREON)
- 11 AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, IN FAVOR OF MAJICH ISLAND PORT AIRPORT AUTHORITY, RECORDED MAY 15, 2023 AS INSTRUMENT NO. 2023-01384.18 OF OFFICIAL RECORDS. (BLANKET IN NATURE)

PROPOSED EASEMENTS:

- 1 AN EASEMENT FOR RECIPROCAL ACCESS PURPOSES OVER PARCELS 1 AND 2, TO BE RESERVED ON THIS PARCEL MAP.
- 2 AN EASEMENT FOR ACCESS PURPOSES OVER PARCEL 1 IN FAVOR OF PARCEL 3, TO BE RESERVED ON THIS PARCEL MAP.
- 3 AN EASEMENT FOR ACCESS PURPOSES OVER PARCEL 2 IN FAVOR OF PARCEL 1, TO BE RESERVED ON THIS PARCEL MAP.
- 4 AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF ALL PARCELS.
- 5 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCELS 1 AND 2.
- 6 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1 AND 3.
- 7 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.
- 8 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
- 9 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 1 FOR THE BENEFIT OF PARCEL 3.
- 10 AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.
- 11 AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 2.
- 12 AN EASEMENT FOR STORM DRAIN PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCEL 1.

GPS TIES & BASIS OF BEARINGS

N.T.S.



THIS SHEET ONLY

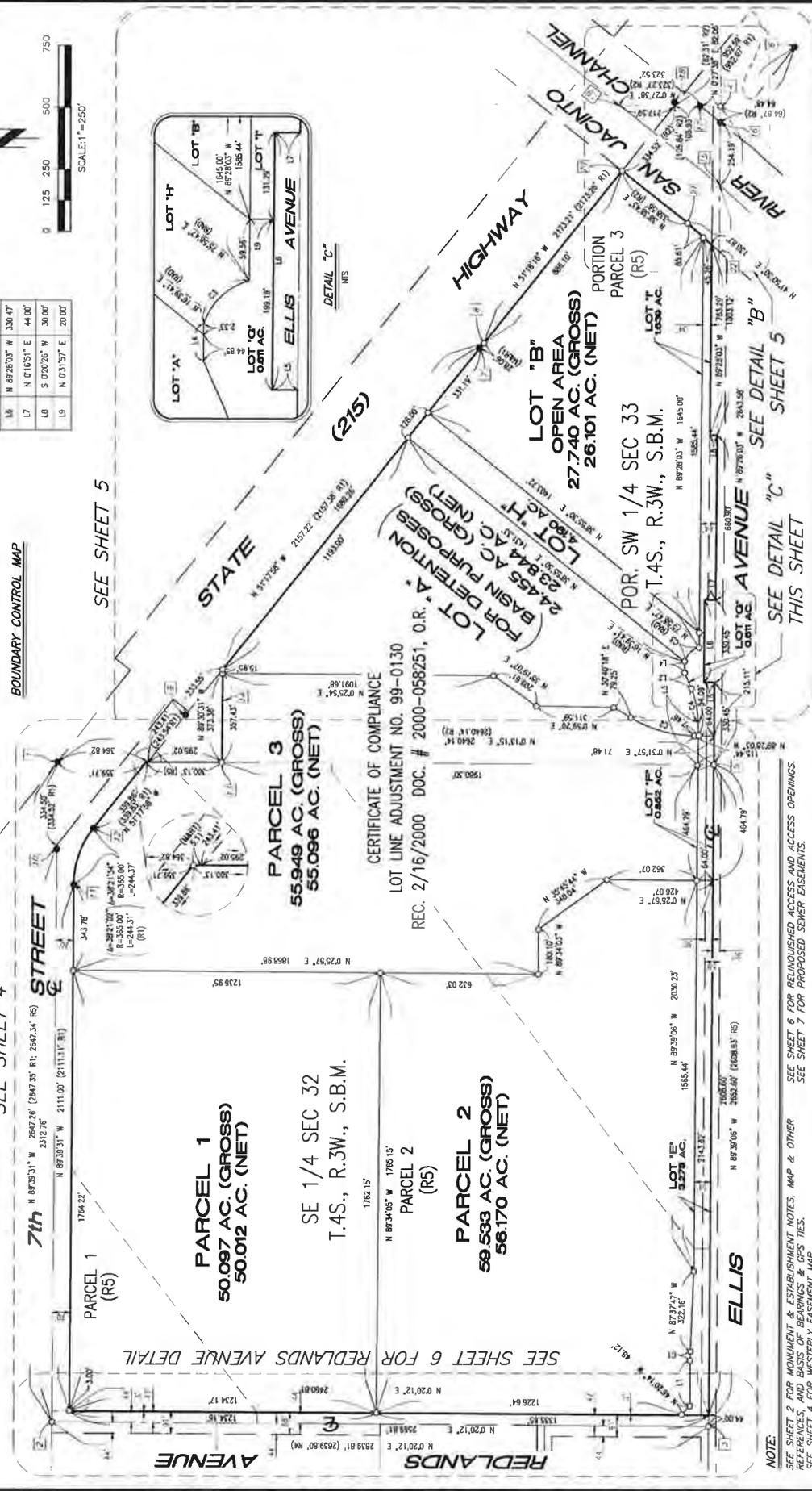
LINE #	BEARING	LENGTH
L1	S 89°30'06" E	182.64'
L2	N 86°19'53" E	88.90'
L3	N 87°28'03" W	168.53'
L4	N 89°34'15" W	47.18'
L5	N 01°50'31" E	44.00'
L6	N 82°28'03" W	330.47'
L7	N 01°05'11" E	44.00'
L8	S 02°02'25" W	30.00'
L9	N 03°15'57" E	20.00'

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37998
 BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32 AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.
 THOMES ENGINEERING, INC. BRIAN L. THOMES P.L.S. NO. 5750
 SEPTEMBER 2020

THIS SHEET ONLY

CURVE #	DELTA	RADIUS	LENGTH
C1	20°19'51"	1017.00'	38.88'
C2	30°08'20"	528.00'	277.74'
C3	59°19'06"	81.00'	83.85'
C4	24°18'05"	328.00'	138.08'

NUMBER OF PARCELS = 3 NUMBERED AND 9 LETTERED
 AREA = 221,964 ACRES (GROSS)
 AREA = 215,585 ACRES (NET)



SEE SHEET 4

SEE SHEET 5

SEE SHEET 6 FOR REDLANDS AVENUE DETAIL

SEE SHEET 7 FOR WESTERLY EASEMENT MAP

SEE SHEET 8 FOR EASTERLY EASEMENT MAP AND SURVEYOR'S NOTES.

SEE SHEET 9 FOR MONUMENT & ESTABLISHMENT NOTES, MAP & OTHER REFERENCES, AND BASIS OF BEARINGS & DEPT. TIES.

SEE SHEET 10 FOR WESTERLY EASEMENT MAP.

SEE SHEET 11 FOR EASTERLY EASEMENT MAP AND SURVEYOR'S NOTES.

SEE SHEET 12 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 13 FOR RELINQUISHED ACCESS AND ACCESS OPENINGS.

SEE SHEET 14 FOR PROPOSED SEWER EASEMENTS.

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SEE SHEET 100 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 4

SEE SHEET 5

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SEE SHEET 52 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 53 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 54 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 55 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 56 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 57 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 58 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 59 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 60 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 61 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 62 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 63 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 64 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 65 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 66 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 67 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 68 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 69 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 70 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 71 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 72 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 73 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 74 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 75 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 76 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 77 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 78 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 79 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 80 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 81 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 82 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 83 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 84 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 85 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 86 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 87 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 88 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 89 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 90 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 91 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 92 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 93 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 94 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 95 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 96 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 97 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 98 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 99 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 100 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 4

SEE SHEET 5

SEE SHEET 6 FOR REDLANDS AVENUE DETAIL

SEE SHEET 7 FOR WESTERLY EASEMENT MAP

SEE SHEET 8 FOR EASTERLY EASEMENT MAP AND SURVEYOR'S NOTES.

SEE SHEET 9 FOR MONUMENT & ESTABLISHMENT NOTES, MAP & OTHER REFERENCES, AND BASIS OF BEARINGS & DEPT. TIES.

SEE SHEET 10 FOR WESTERLY EASEMENT MAP.

SEE SHEET 11 FOR EASTERLY EASEMENT MAP AND SURVEYOR'S NOTES.

SEE SHEET 12 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 13 FOR RELINQUISHED ACCESS AND ACCESS OPENINGS.

SEE SHEET 14 FOR PROPOSED SEWER EASEMENTS.

SEE SHEET 15 FOR PROPOSED SEWER EASEMENTS.

NUMBER OF PARCELS = 3 NUMBERED AND 9 LETTERED
 AREA = 221.924 ACRES (GROSS)
 AREA = 215.585 ACRES (NET)

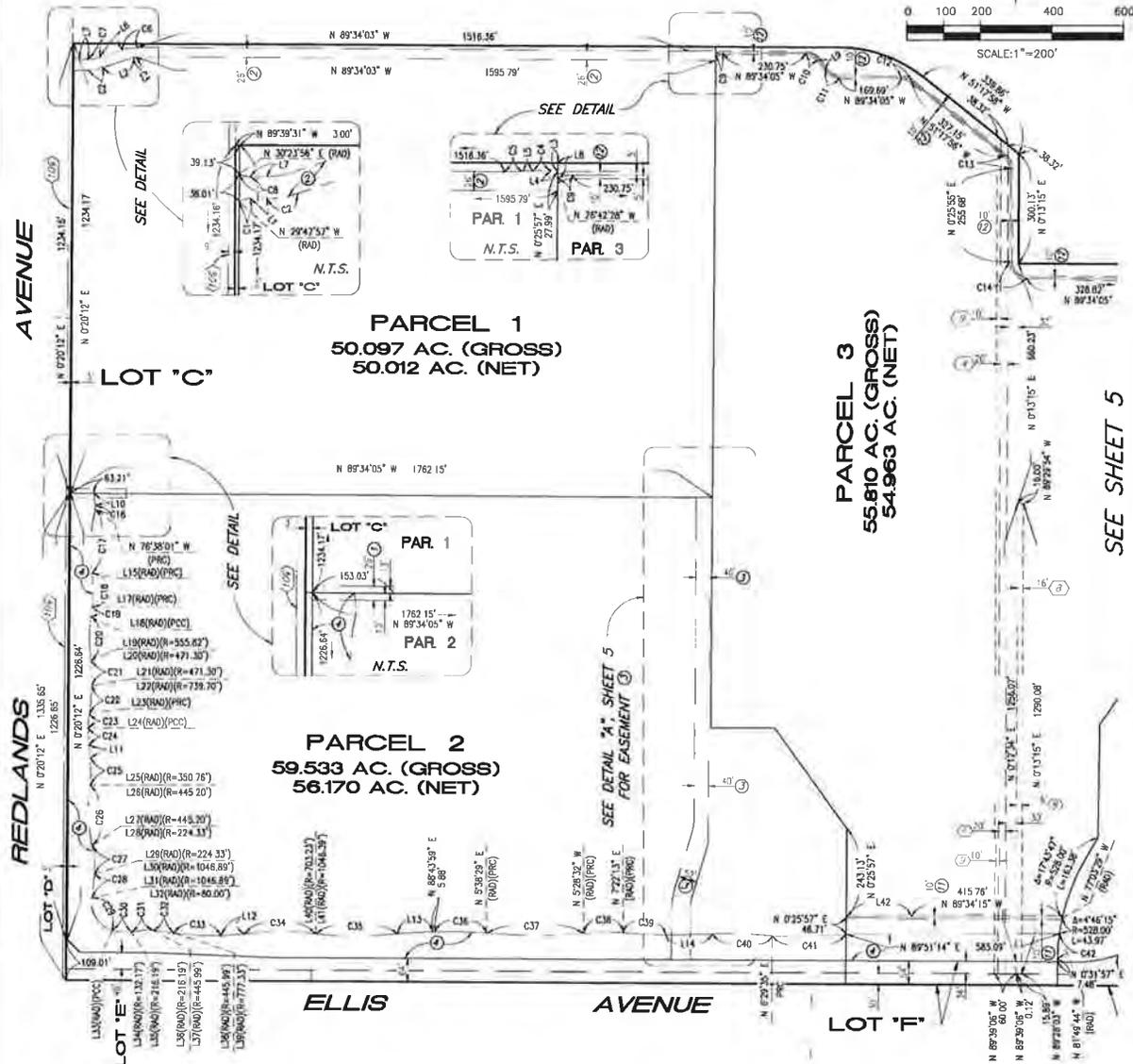
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37998

SHEET 4 OF 7 SHEETS

BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY. LYING WITHIN SECTIONS 32 AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. NO. 5750
 SEPTEMBER 2020

WESTERLY EASEMENT MAP



THIS SHEET ONLY

LINE TABLE			LINE TABLE		
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	S 89°34'05" E	22.64'	L15	N 81°59'51" E	(R=474.84) (L=328.65)
L2	N 70°58'28" E	88.41'	L16	S 0°13'15" W	105.66'
L3	N 0°25'57" E	10.32'	L17	S 82°04'15" E	(RAD)(PCC)
L4	S 89°31'03" E	9.18'	L18	S 83°58'23" E	(RAD)(PCC)
L5	N 87°28'40" E	13.01'	L19	S 83°37'58" W	(RAD)
L6	N 71°41'14" E	67.36'	L20	S 82°37'58" W	(RAD)
L7	S 89°34'05" E	22.62'	L21	S 89°07'08" E	(RAD)
L8	N 0°25'57" E	21.27'	L22	N 87°37'40" W	(RAD)
L9	S 34°53'33" E	32.42'	L23	S 81°37'41" E	(RAD)(PCC)
L10	N 6°59'57" W	33.85'	L24	N 89°30'19" E	(RAD)(PCC)
L11	S 51°17'19" E	36.07'	L25	S 81°02'15" E	(RAD)
L12	S 85°55'41" W	64.03'	L26	S 84°04'47" E	(RAD)
L13	N 86°39'55" E	96.63'	L27	S 77°36'18" W	(RAD)
L14	S 88°46'07" W	128.75'	L28	S 74°20'13" W	(R=224.11)

THIS SHEET ONLY

CURVE TABLE				CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH	CURVE #	DELTA	RADIUS	LENGTH
C1	29°58'54"	28.86'	15.63'	C16	20°21'57"	30.00'	10.66'
C2	19°29'27"	130.03'	44.23'	C17	21°22'08"	474.84'	177.09'
C3	19°29'29"	12.00'	4.08'	C18	15°55'54"	328.65'	91.38'
C4	2°57'17"	500.00'	25.78'	C19	1°55'08"	861.51'	28.85'
C5	2°57'17"	500.00'	25.78'	C20	12°22'39"	555.82'	120.07'
C6	18°44'43"	128.00'	41.22'	C21	8°15'14"	471.30'	67.89'
C7	18°44'41"	100.03'	32.73'	C22	5°59'59"	739.70'	77.46'
C8	29°58'01"	30.00'	15.69'	C23	8°52'00"	258.40'	39.99'
C9	27°08'24"	45.00'	21.32'	C24	3°45'58"	710.06'	46.67'
C10	54°38'32"	45.00'	42.92'	C25	12°12'47"	350.76'	74.77'
C11	54°38'32"	45.00'	42.92'	C26	21°21'27"	445.20'	185.95'
C12	38°16'09"	45.00'	30.06'	C27	20°14'28"	224.33'	79.25'
C13	51°43'51"	45.00'	40.63'	C28	3°40'38"	1046.89'	67.19'
C14	90°00'00"	45.00'	70.69'	C29	81°42'50"	80.00'	114.09'

NOTE:
 SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT NOTES, MAP & OTHER REFERENCES, AND BASIS OF BEARINGS & GPS TIES.
 SEE SHEET 3 FOR BOUNDARY CONTROL MAP.
 SEE SHEET 5 FOR EASTERLY EASEMENT MAP AND SURVEYOR'S NOTES.
 SEE SHEET 6 FOR RELINQUISHED ACCESS AND ACCESS OPENINGS.
 SEE SHEET 7 FOR PROPOSED SEWER EASEMENTS.

NUMBER OF PARCELS = 3 NUMBERED
AND 9 LETTERED
AREA = 221.964 ACRES (GROSS)
AREA = 215.585 ACRES (NET)

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37998

SHEET 5 OF 7 SHEETS

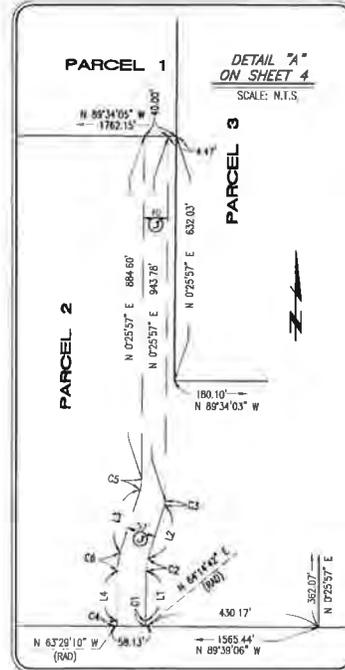
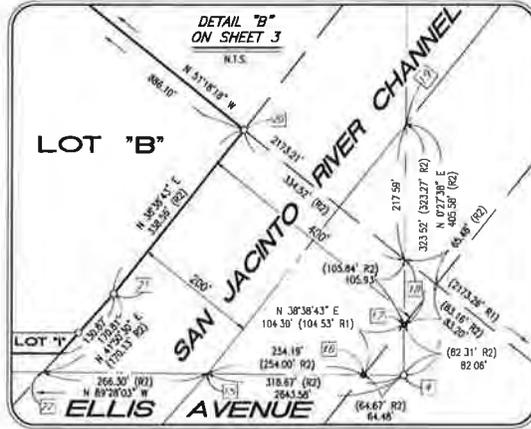
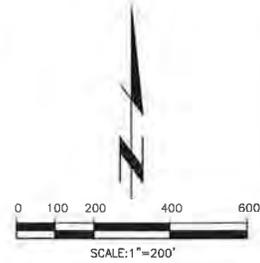
BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR
LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT
NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32
AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC. BRIAN L. THIENES P.L.S. NO. 5750
SEPTEMBER 2020

EASTERLY EASEMENT MAP

THIS SHEET ONLY

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 02°55'7" W	128.53'
L2	S 17°18'07" W	139.22'
L3	N 17°18'07" E	163.97'
L4	N 02°55'7" E	128.86'



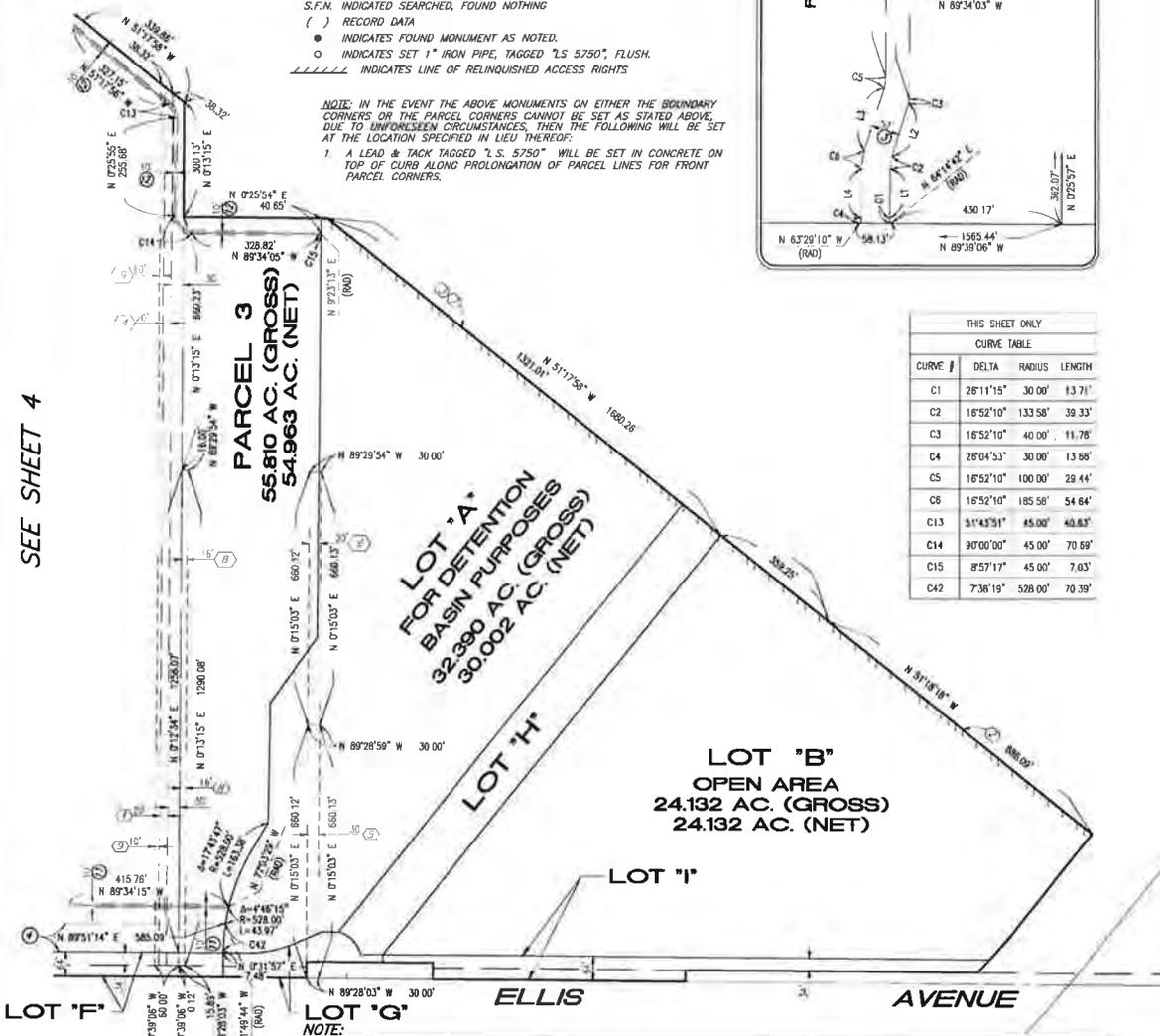
SURVEYOR'S NOTES:

- S.F.N. INDICATED SEARCHED, FOUND NOTHING
- () RECORD DATA
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET 1" IRON PIPE, TAGGED "LS 5750", FLUSH.
- ////// INDICATES LINE OF RELINQUISHED ACCESS RIGHTS

NOTE: IN THE EVENT THE ABOVE MONUMENTS ON EITHER THE BOUNDARY CORNERS OR THE PARCEL CORNERS CANNOT BE SET AS STATED ABOVE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN THE FOLLOWING WILL BE SET AT THE LOCATION SPECIFIED IN LIEU THEREOF:

1. A LEAD & TACK TAGGED "LS 5750" WILL BE SET IN CONCRETE ON TOP OF CURB ALONG PROLONGATION OF PARCEL LINES FOR FRONT PARCEL CORNERS.

SEE SHEET 4



THIS SHEET ONLY

CURVE TABLE			
CURVE #	DELTA	RADIUS	LENGTH
C1	28°11'15"	30.00'	13.71'
C2	16°52'10"	133.58'	39.33'
C3	16°52'10"	40.00'	11.78'
C4	28°04'53"	30.00'	13.68'
C5	16°52'10"	100.00'	29.44'
C6	16°52'10"	185.58'	54.64'
C13	31°43'51"	45.00'	40.83'
C14	90°00'00"	45.00'	70.69'
C15	8°57'17"	45.00'	7.03'
C42	7°38'19"	528.00'	70.39'

NOTE:

SEE SHEET 2 FOR MONUMENT & ESTABLISHMENT NOTES, MAP & OTHER REFERENCES, AND BASIS OF BEARINGS & GPS TIES.
SEE SHEET 3 FOR BOUNDARY CONTROL MAP.

SEE SHEET 4 FOR WESTERLY EASEMENT MAP.
SEE SHEET 6 FOR RELINQUISHED ACCESS AND ACCESS OPENINGS.
SEE SHEET 7 FOR PROPOSED SEWER EASEMENTS.

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP NO. 37998

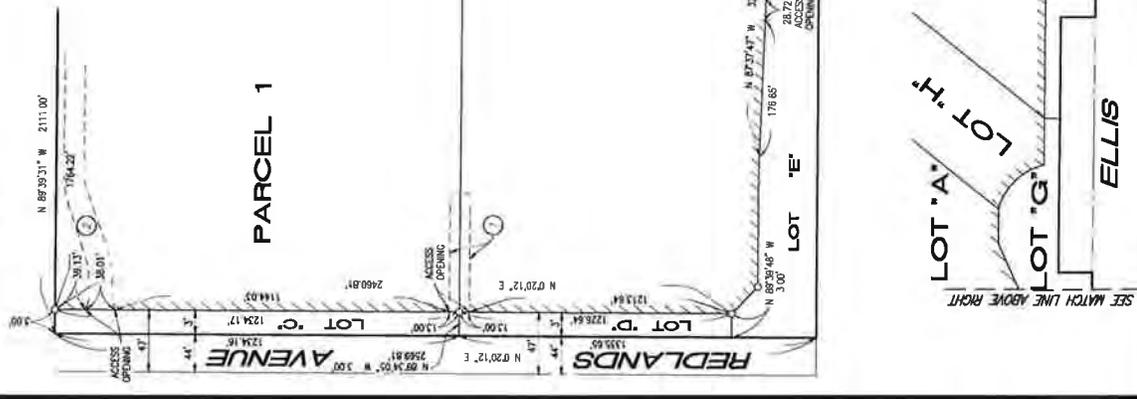
BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR
LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT
NO. 2000-059251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32
AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIEMES ENGINEERING, INC. BRIAN L. THIEMES P.L.S. NO. 5750
SEPTEMBER 2020

RELINQUISHED ACCESS AND
REDLANDS AVENUE DETAIL
N.T.S.

NOTE:
SEE SHEET 2 FOR EASEMENT NOTES.

NUMBER OF PARCELS = 3 NUMBERED
AND 9 LETTERED
AREA = 221.964 ACRES (GROSS)
AREA = 215.585 ACRES (NET)



SEE MATCH LINE BELOW LEFT

SEE MATCH LINE ABOVE RIGHT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
PARCEL MAP NO. 37998

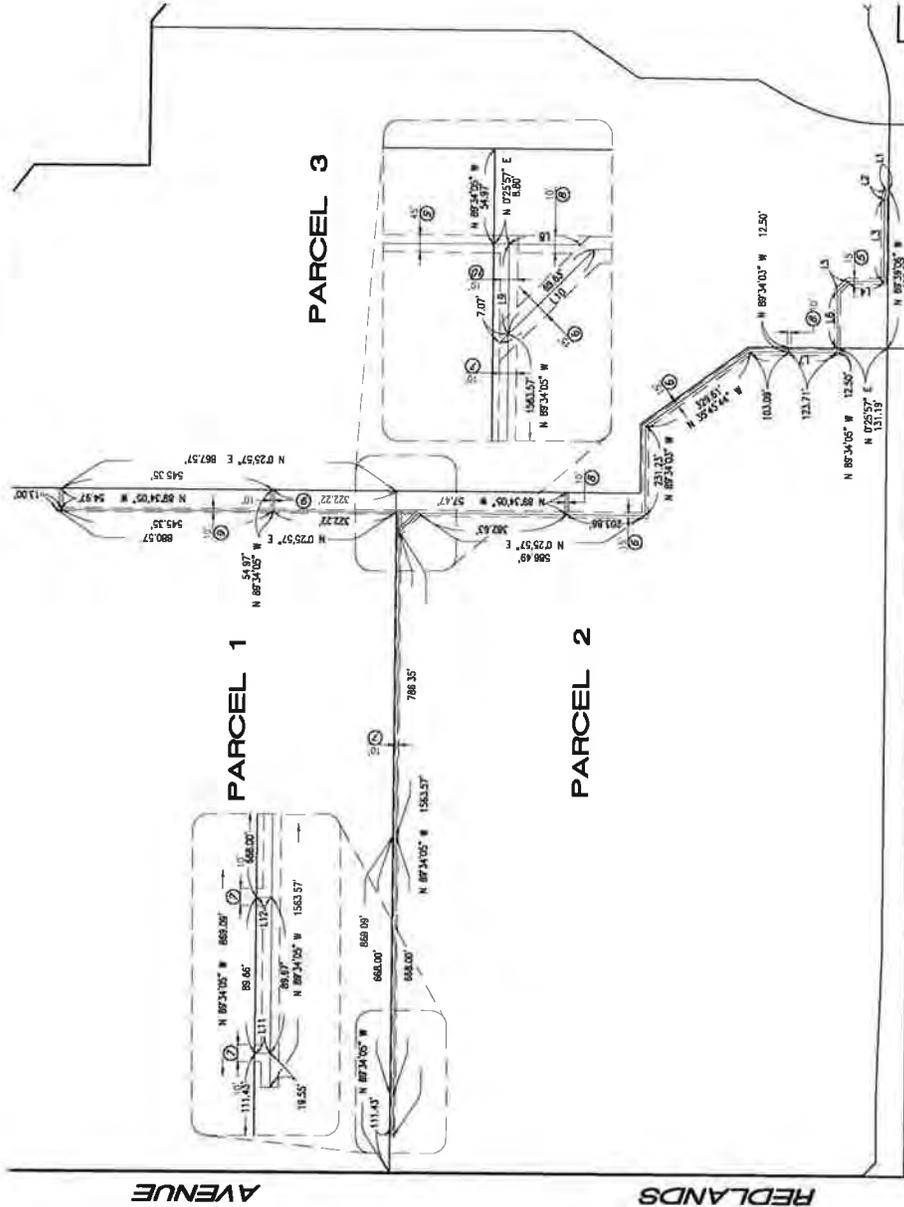
BEING A SUBDIVISION OF PARCELS 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 89-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32 AND 33 OF TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

THIENES ENGINEERING, INC. BRAY L. THIENES P.L.S. NO. 5750
 SEPTEMBER 2020

NUMBER OF PARCELS = 3 NUMBERED
 AND 9 LETTERED
 AREA = 221.964 ACRES (GROSS)
 AREA = 215.585 ACRES (NET)



SEWER EASEMENT DETAIL



PROPOSED EASEMENTS:

- ⑤ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 3 FOR THE BENEFIT OF PARCELS 1 AND 2.
- ⑥ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1 AND 3.
- ⑦ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
- ⑧ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.
- ⑨ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
- ⑩ AN EASEMENT FOR SEWER PURPOSES OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.

THIS SHEET ONLY		
LINE #	BEARING	LENGTH
L1	S 01°13'00\"	6.26'
L2	S 80°10'04\"	25.89'
L3	S 89°34'06\"	211.46'
L4	S 02°52'36\"	94.14'
L5	S 44°34'05\"	38.75'
L6	S 89°34'05\"	147.15'
L7	N 07°52'57\"	228.80'
L8	N 07°52'57\"	411.13'
L9	N 89°34'05\"	51.74'
L10	S 44°34'03\"	76.70'
L11	N 07°58'44\"	8.80'
L12	N 07°58'44\"	8.80'

REDLANDS AVENUE

ELLIS AVENUE

Attachment 3

Subdivision Improvement Agreement for Final Parcel Map No. 37998

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP NO.: 37998

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this 9th Day of August, 2023 by and between the City of Perris, a California municipal corporation ("City") and IDI Logistics, LLC a(n) individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 1197 Peachtree Street NE, Suite 600, Atlanta, GA 30361. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Tract Map No. 37998 was conditionally approved on July 27, 2021.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Tract Map No. 37998, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Tract No. 37998 and bearing Final Tract No. 37998 ("Tract") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Tract, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. Recitals: The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. Effectiveness: This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Tract; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Tract.
3. Public Improvements: Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Tract required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Tract. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable

conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Tract and Tract Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entity having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans,

specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
 - g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be done, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.

5. Grading: Developer shall have an approved Grading Plan for the Tract and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations, any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.
6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.
8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent

remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.

- a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 8 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:
- i. Subject to any time extensions granted in accordance with Section 5, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Tract;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 10 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Subject to any time extensions granted in accordance with Section 5, failure to perform substantial construction work on the Improvements or, after commencement of work, for a period of thirty (30) days cessation of work;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Tract or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - vi. Failure to renew security instruments; or
 - vii. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.

b) Failure to Remedy; City Action: If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:

- i. Prohibit further development of the Tract or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Tract;
- ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;
- iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
- iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
10. Acceptance of Improvements; As-Builts: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial

acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside in accordance with California Civil Code Section 9204, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council ("Warranty Period"). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements with a one (1) year period thereof following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.
12. Security: Upon Developer's execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below ("Security"). The amount of Security shall be based on the City Engineer's or a designated licensed engineer's (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping ("Estimated Cost"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust

the Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in Section 16 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as "Surety." All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security.

13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation on the Surety. Payments under any Security instruments shall be current at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety and without affecting the obligations under such Security instrument.
 - a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
 - b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the

issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.

c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be placed in a separate City account and designated for this Agreement and Tract. Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Tract. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.

a) Performance Security: To guarantee the faithful performance of the Improvements and provisions of this Agreement, to protect City if Developer is in default as set forth in Section 7 et seq. of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.

b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Improvements and provisions of this Agreement, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C", which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty-five percent (25%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

- c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and the City's Municipal and Development Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C", which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.
 - d) Reserved.
 - e) Warranty Security: To secure Warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any defective work, labor, or defective materials furnished, Developer shall provide City Warranty Security in the amount set forth in Exhibit "C", which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty period, or extension thereof as provided in Section 10 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract. The Warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.
15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.
- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
 - b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
 - c) all Improvements have been accepted by City Council;
 - d) Developer has delivered the Warranty Security; and
 - e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the Warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request

and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: While no action of Developer shall be required for City to realize on its Security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization of any Security instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.
17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.
18. Insurance: Developer shall procure and maintain, and shall require its contractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.
 - a) General Liability: General Liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, death and property damage.

- b) Business Automobile Liability: Business Automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.
- c) Workers' Compensation: Workers' Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- e) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- f) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.
- g) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- h) Primary Insurance; Waiver of Subrogation: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by

way of subrogation against City in connection with any damage or harm covered by such policy.

19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security.

20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Tract Map No. 37988, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

21. General Provisions:

- a) Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
- b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. References to City Manager shall include the City Manager or his/her designee,. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.
- c) Notices: Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:

City of Perris
City Clerk
101 N. "D" Street
Perris, CA 92570

DEVELOPER:

IDI Logistics, LLC
Attn: Brian Caris
840 Apollo Street, Suite 343
El Segundo, CA 90245

- d) Amendment: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) Waiver: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) Assignment of Agreement: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.
- g) Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- i) Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- j) Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in

the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

- k) Attorneys' Fees and Costs: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Tract, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) Counterparts: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.

CITY OF PERRIS

By: _____
Clara Miramontes, City Manager

ATTEST:
By: _____
Nancy Salazar, City Clerk

DEVELOPER IDI LOGISTICS

By: _____
VP OF CONSTRUCTION
Title
BRIAN CARIS
Print Name

By: _____

Title

Print Name

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On September 5, 2023 before me, Iraida Gonzalez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT

BEING A SUBDIVISION OF PARCEL 1, 2, AND 3 OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 99-0130 RECORDED FEBRUARY 16, 2000 AS INSTRUMENT NO. 2000-058251 OF OFFICIAL RECORDS OF SAID COUNTY, LYING WITHIN SECTIONS 32 AND 33 OF TOWSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL TRACT MAP NO.: 37998

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Tract or any subsequent approved plans, profiles and specifications.

City of Perris

Inspection Fee Calculation
CITY OF PERRIS
ENGINEERING DEPARTMENT
INSPECTION FEE CALCULATION

Public Improvements

PROJECT: P8-1106D, PLC North

DATE: 08/28/23

PREPARED BY: Eugene Abrego

Ownership of Sewer & Water Facilities:

Water belongs to: EMWD

Sewer belongs to: EMWD

IMPROVEMENT TYPE:	Insp. Fee Rate	Cost	Insp. Fee
STREET WORK:	3.00%	\$ 21,446,580.07	\$ 643,397.40
STREET LIGHTS:	3.00%	\$ 15,000.00	\$ 450.00
STORM DRAIN:	3.00%	\$ 268,587.00	\$ 8,057.61
WATER SYSTEM:	1.50%	\$ 1,172,000.00	\$ 17,580.00
SEWER SYSTEM:	1.50%	\$ 548,500.00	\$ 8,227.50
GRADING PERMIT:	N/A	\$ -	\$ -
TOTAL COST:		\$ 23,450,667.07	\$ 677,712.51

**NOTE: THIS WORKSHEET IS FOR PUBLIC IMPROVEMENTS ONLY.
 FOR PRIVATE IMPROVEMENTS (PARKING LOT, PRIVATE UTILITIES, ETC.)
 PLEASE USE THE PRIVATE IMPROVEMENTS WORKSHEET**

**THIS WORKSHEET IS FOR CALCULATING INSPECTION
 FEES ONLY AT THE TIME OF PLAN APPROVAL
 AT THE TIME OF INITIAL SUBMITTAL, USE THE PLAN CHECK WORKSHEET**

Last Updated: 7/19/2021

City of Perris

Inspection Fee Calculation
ENGINEER'S ESTIMATE

Public Works

PROJECT: P8-1106D, PLC North

DATE: 08/28/23
PREPARED BY: Eugene Abrego

STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	\$ 15.00	\$ -
A.B. Class II 1.67 Thickness (ft.) 479274 S.F.	58028	Ton	\$ 30.00	\$ 1,740,842.99
A.C. 0.583 Thickness (ft.) 479274 S.F.	20258	Ton	\$ 90.00	\$ 1,823,194.24
A.B. Class II 0 Thickness (ft.) 0 S.F.	0	Ton	\$ 30.00	\$ -
A.C. 0 Thickness (ft.) 0 S.F.	0	Ton	\$ 90.00	\$ -
A.C. Grind & Overlay	207190	S.F.	\$ 2.50	\$ 517,975.00
Curb and Gutter - 8"	1476	L.F.	\$ 15.00	\$ 22,140.00
Curb and Gutter - 8"	0	L.F.	\$ 17.00	\$ -
Curb Only - 6"	2685	L.F.	\$ 12.00	\$ 31,020.00
Curb Only - 8"	1641	L.F.	\$ 15.00	\$ 24,615.00
Cross Gutter and Spandrel	2164	S.F.	\$ 11.00	\$ 23,804.00
6" PCC Sidewalk	5776	S.F.	\$ 5.00	\$ 28,880.00
Driveway Approach - 6"	600	S.F.	\$ 10.00	\$ 6,000.00
Alley Approach - 8"	0	S.F.	\$ 5.00	\$ -
P.C.C. Paving - 6"	0	S.F.	\$ 5.00	\$ -
P.C.C. Paving - 8"	0	S.F.	\$ 6.00	\$ -
A.C. Berm - 6"	171	L.F.	\$ 10.00	\$ 1,710.00
A.C. Berm - 8"	0	L.F.	\$ 12.00	\$ -
Slurry Seal	0	S.F.	\$ 0.20	\$ -
Redwood Header	0	L.F.	\$ 4.00	\$ -
Sawcut	341	L.F.	\$ 1.10	\$ 375.10
Trench Repaving	0	S.F.	\$ 5.00	\$ -
Utility Trench	0	L.F.	\$ 5.00	\$ -
Wheelchair Ramp	12	EA.	\$ 1,800.00	\$ 21,600.00
Street Name Sign	0	EA.	\$ 425.00	\$ -
Stop Sign	0	EA.	\$ 200.00	\$ -
Barricade	0	EA.	\$ 1,000.00	\$ -
Warning Markers - Type L, Type N	0	EA.	\$ 50.00	\$ -
Signs and Posts	0	EA.	\$ 200.00	\$ -
Traffic Striping/raised pavement markers	0	L.S.	N/A	\$ 71,280.74
Traffic Signal	3	EA.	\$ 200,000.00	\$ 600,000.00
Adjust M.H. to Grade	34	EA.	\$ 550.00	\$ 18,700.00
Erosion Control	0	Ac.	\$ 5,500.00	\$ -
Remove Existing Pavement	246564	S.F.	\$ 2.50	\$ 616,410.00
10.5" PCC Pavement	219011	S.F.	\$ 15.00	\$ 3,285,165.00
Railroad Crossing	2	EA.	\$ 1,000,000.00	\$ 2,000,000.00
Construct Bridge	1	EA.	\$ 10,000,000.00	\$ 10,000,000.00
4" Min Median Concrete	7474	S.F.	\$ 82.00	\$ 612,868.00

SUBTOTAL: \$ 21,446,580.07

STREET LIGHTS

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Street Lights	1	EA.	\$ 15,000.00	\$ 15,000.00
			SUBTOTAL:	\$ 15,000.00

City of Perris

Inspection Fee Calculation

Public Improvements

PROJECT: P8-1106D, PLC North

DATE: 10/19/22
 PREPARED BY: Eugene Abrego

GRADING PERMIT FEE

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Total Earthwork		C.Y.	N/A	
SUBTOTAL:				

STORM DRAIN SYSTEM (City owned, NON-RCFC)*

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
18" Reinforced Concrete Pipe	120	L.F.	\$ 113.00	\$ 13,560.00
24" Reinforced Concrete Pipe	245	L.F.	\$ 132.00	\$ 32,340.00
30" Reinforced Concrete Pipe	299	L.F.	\$ 153.00	\$ 45,747.00
36" Reinforced Concrete Pipe	220	L.F.	\$ 178.00	\$ 39,160.00
42" Reinforced Concrete Pipe	0	L.F.	\$ 204.00	\$ -
48" Reinforced Concrete Pipe	228	L.F.	\$ 235.00	\$ 53,580.00
54" Reinforced Concrete Pipe	0	L.F.	\$ 286.00	\$ -
60" Reinforced Concrete Pipe	0	L.F.	\$ 301.00	\$ -
Manhole No. 1		EA.	\$ 4,000.00	\$ -
Manhole No. 2	0	EA.	\$ 5,000.00	\$ -
Manhole No. 3	1	EA.	\$ 5,700.00	\$ 5,700.00
Manhole No. 4	1	EA.	\$ 6,500.00	\$ 6,500.00
Catch Basin	3	EA.	\$ 4,000.00	\$ 12,000.00
Transition Structure	0	EA.	\$ 2,500.00	\$ -
Inlet Structure (drop)	0	EA.	\$ 1,500.00	\$ -
Junction Structure	0	EA.	\$ 4,500.00	\$ -
Headwall	0	EA.	\$ 5,000.00	\$ -
Rip Rap	0	TON	\$ 40.00	\$ -
Parkway Drain	0	EA.	\$ 2,000.00	\$ -
Removal/Relocation- Catch Basin	0	EA.	\$ 4,000.00	\$ -
Outlet Structure	0	EA.	\$ 5,000.00	\$ -
Concrete Collar (to 48")	0	EA.	\$ 1,100.00	\$ -
Concrete Pipe Slope Anchor	0	EA.	\$ 1,500.00	\$ -
Reinforced Concrete Structure	0	C.Y.	\$ 400.00	\$ -
"V" Gutter	0	S.F.	\$ 7.00	\$ -
Construct Wingwall	3	EA.	\$ 20,000.00	\$ 60,000.00
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -

*RCFC Storm Drain requires separate cost estimate

SUBTOTAL: \$ 269,587.00

PROJECT: P8-1106D, PLC North

DATE: 10/19/22

PREPARED BY: Eugene Abrego

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
16" Water Pipe	0	L.F.	\$ 150.00	\$ -
12" Water Pipe	0	L.F.	\$ 100.00	\$ -
10" Water Pipe	0	L.F.	\$ 80.00	\$ -
8" Water Pipe	8150	L.F.	\$ 60.00	\$ 489,000.00
6" Water Pipe	0	L.F.	\$ 40.00	\$ -
4" Water Pipe	0	L.F.	\$ 20.00	\$ -
16" Gate Valve	0	EA.	\$ 4,000.00	\$ -
12" Gate Valve	0	EA.	\$ 3,000.00	\$ -
10" Gate Valve	0	EA.	\$ 1,800.00	\$ -
8" Gate Valve	2	EA.	\$ 1,500.00	\$ 3,000.00
6" Gate Valve	0	EA.	\$ 1,200.00	\$ -
4" Gate Valve	0	EA.	\$ 1,000.00	\$ -
16" Butterfly Valve	0	EA.	\$ 2,700.00	\$ -
12" Butterfly Valve	0	EA.	\$ 1,800.00	\$ -
8" Butterfly Valve	0	EA.	\$ 800.00	\$ -
6" Butterfly Valve	0	EA.	\$ 520.00	\$ -
4" Butterfly Valve	0	EA.	\$ 330.00	\$ -
6" Fire Hydrants	0	EA.	\$ 3,000.00	\$ -
6" Super Fire Hydrants	0	EA.	\$ 4,000.00	\$ -
Misc. Fittings (Tees, Crosses, Etc.)				
4"	0	EA.	\$ 120.00	\$ -
6"	0	EA.	\$ 160.00	\$ -
8"	0	EA.	\$ 200.00	\$ -
10"	0	EA.	\$ 240.00	\$ -
12"	0	EA.	\$ 280.00	\$ -
Blow Off 6"	0	EA.	\$ 1,800.00	\$ -
Blow Off 4"	0	EA.	\$ 1,600.00	\$ -
Air Vac & Release 2"	0	EA.	\$ 2,000.00	\$ -
Air Vac & Release 1"	0	EA.	\$ 1,800.00	\$ -
Meter 2" W/O Service	0	EA.	\$ 350.00	\$ -
Meter 1 1/2" W/O Service	0	EA.	\$ 270.00	\$ -
Meter 1" W/O Service	0	EA.	\$ 150.00	\$ -
Meter 5/8" W/O Service	0	EA.	\$ 80.00	\$ -
Service Connections 2"	0	EA.	\$ 1,300.00	\$ -
Service Connections 1 1/2"	0	EA.	\$ 1,100.00	\$ -
Service Connections 1"	0	EA.	\$ 350.00	\$ -
Hot Tap 8"	0	EA.	\$ 5,000.00	\$ -
Hot Tap Water Service	0	EA.	\$ 330.00	\$ -
Jack & Bore	0	L.F.	\$ 300.00	\$ -
Joint at Existing 8"	0	EA.	\$ 650.00	\$ -
24" Steel Casing	0	L.F.	\$ 1,000.00	\$ -
16" Steel Casing	0	L.F.	\$ 800.00	\$ -
4" Service Connection	0	EA.	\$ 1,500.00	\$ -
44" Casing	1	L.S.	\$ 680,000.00	\$ 680,000.00
			SUBTOTAL:	\$ 1,172,000.00

City of Perris

Inspection Fee Calculation

Public Improvements

PROJECT: P8-1106D, PLC North

DATE: 10/19/22
 PREPARED BY: Eugene Abrego

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	\$ 125.00	\$ -
33" V.C. Pipe	0	L.F.	\$ 120.00	\$ -
30" V.C. Pipe	0	L.F.	\$ 115.00	\$ -
27" V.C. Pipe	0	L.F.	\$ 110.00	\$ -
24" V.C. Pipe	270	L.F.	\$ 100.00	\$ 27,000.00
21" V.C. Pipe	0	L.F.	\$ 90.00	\$ -
18" V.C. Pipe	0	L.F.	\$ 80.00	\$ -
15" V.C. Pipe	0	L.F.	\$ 70.00	\$ -
12" V.C. Pipe	0	L.F.	\$ 60.00	\$ -
10" V.C. Pipe	0	L.F.	\$ 50.00	\$ -
8" V.C. Pipe	0	L.F.	\$ 45.00	\$ -
6" V.C. Pipe	0	L.F.	\$ 40.00	\$ -
4" V.C. Pipe	0	L.F.	\$ 30.00	\$ -
15" Pipe Plastic Solid Wall	0	L.F.	\$ 50.00	\$ -
12" Pipe Plastic Solid Wall	0	L.F.	\$ 45.00	\$ -
10" Pipe Plastic Solid Wall	0	L.F.	\$ 40.00	\$ -
8" Pipe Plastic Solid Wall	0	L.F.	\$ 35.00	\$ -
6" Pipe Plastic Solid Wall	0	L.F.	\$ 25.00	\$ -
4" Pipe Plastic Solid Wall	0	L.F.	\$ 15.00	\$ -
Standard Manhole 48"	0	EA.	\$ 3,000.00	\$ -
Standard Manhole 48" Extra Depth	0	EA.	\$ 3,500.00	\$ -
Standard Manhole 60"	0	EA.	\$ 3,500.00	\$ -
Shallow Manhole	0	EA.	\$ 2,000.00	\$ -
Tie Into Existing Manhole	0	EA.	\$ 1,000.00	\$ -
Raise Manhole to Grade	0	EA.	\$ 225.00	\$ -
Rechannel Existing Manhole	0	EA.	\$ 1,200.00	\$ -
Join Existing 8" Pipe	0	EA.	\$ 400.00	\$ -
Join Existing 12" Pipe	0	EA.	\$ 600.00	\$ -
4" Lateral and Clean-out	0	EA.	\$ 600.00	\$ -
Wyes	0	EA.	\$ 90.00	\$ -
Pavement Replacement	0	S.F.	\$ 4.00	\$ -
Concrete Encasement	0	L.F.	\$ 20.00	\$ -
TV Sewer	0	L.F.	\$ 0.50	\$ -
36" Steel Casing	0	L.F.	\$ 1,200.00	\$ -
18" PVC Dual Siphon	1490	L.F.	\$ 350.00	\$ 521,500.00
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
			SUBTOTAL:	\$ 548,500.00

Inspection Fee Calculation
CITY OF PERRIS
ENGINEERING DEPARTMENT
INSPECTION FEE CALCULATION

PROJECT: P8-1106A, PLC North

DATE: 10/19/22
PREPARED BY: Eugene Abrego

Ownership of Sewer & Water Facilities:

Water belongs to: EMWD ▼

Sewer belongs to: EMWD ▼

IMPROVEMENT TYPE:	Insp. Fee Rate	Cost	Insp. Fee
STREET WORK:	3.00%	\$ 1,311,991.12	\$ 39,359.73
STREET LIGHTS:	3.00%	\$ -	\$ -
STORM DRAIN:	3.00%	\$ -	\$ -
WATER SYSTEM:	1.50%	\$ -	\$ -
SEWER SYSTEM:	1.50%	\$ -	\$ -
GRADING PERMIT:	N/A	\$ -	\$ -
TOTAL COST:		\$ 1,311,991.12	\$ 39,359.73

**NOTE: THIS WORKSHEET IS FOR PUBLIC IMPROVEMENTS ONLY.
 FOR PRIVATE IMPROVEMENTS (PARKING LOT, PRIVATE UTILITIES, ETC.)
 PLEASE USE THE PRIVATE IMPROVEMENTS WORKSHEET**

**THIS WORKSHEET IS FOR CALCULATING INSPECTION
 FEES ONLY AT THE TIME OF PLAN APPROVAL
 AT THE TIME OF INITIAL SUBMITTAL, USE THE PLAN CHECK WORKSHEET**

Last Updated: 7/19/2021

PROJECT: P8-1106A, PLC North

DATE: 10/19/22

PREPARED BY: Eugene Abrego

STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	\$ 15.00	\$ -
A.B. Class II 0.833 Thickness (ft.) 41936 S.F.	2533	Ton	\$ 30.00	\$ 75,978.60
A.C. 0.67 Thickness (ft.) 41936 S.F.	2037	Ton	\$ 90.00	\$ 183,333.71
A.B. Class II 1.67 Thickness (ft.) 43110 S.F.	5220	Ton	\$ 30.00	\$ 156,586.30
A.C. 0.583 Thickness (ft.) 43110 S.F.	1822	Ton	\$ 90.00	\$ 163,993.67
A.C. Grind & Overlay	55024	S.F.	\$ 2.50	\$ 137,560.00
Curb and Gutter - 6"	434	L.F.	\$ 15.00	\$ 6,510.00
Curb and Gutter - 8"	0	L.F.	\$ 17.00	\$ -
Curb Only - 6"	0	L.F.	\$ 12.00	\$ -
Curb Only - 8"	0	L.F.	\$ 15.00	\$ -
Cross Gutter and Spandrel	0	S.F.	\$ 11.00	\$ -
6' PCC Sidewalk	0	S.F.	\$ 5.00	\$ -
Driveway Approach - 6"	0	S.F.	\$ 10.00	\$ -
Alley Approach - 8"	0	S.F.	\$ 5.00	\$ -
P.C.C. Paving - 8"	0	S.F.	\$ 5.00	\$ -
P.C.C. Paving - 8"	0	S.F.	\$ 6.00	\$ -
A.C. Berm - 6"	468	L.F.	\$ 10.00	\$ 4,680.00
A.C. Berm - 8"	0	L.F.	\$ 12.00	\$ -
Slurry Seal	0	S.F.	\$ 0.20	\$ -
Redwood Header	0	L.F.	\$ 4.00	\$ -
Sawcut	3030	L.F.	\$ 1.10	\$ 3,333.00
Trench Repaving	0	S.F.	\$ 5.00	\$ -
Utility Trench	0	L.F.	\$ 5.00	\$ -
Wheelchair Ramp	4	EA.	\$ 1,800.00	\$ 7,200.00
Street Name Sign	0	EA.	\$ 425.00	\$ -
Stop Sign	0	EA.	\$ 200.00	\$ -
Barricade	0	EA.	\$ 1,000.00	\$ -
Warning Markers - Type L, Type N	0	EA.	\$ 50.00	\$ -
Signs and Posts	0	EA.	\$ 200.00	\$ -
Traffic Striping/raised pavement markers	1	L.S.	N/A	\$ 11,597.85
Traffic Signal	1	EA.	\$ 200,000.00	\$ 200,000.00
Adjust M.H. to Grade	0	EA.	\$ 550.00	\$ -
Erosion Control	0	Ac.	\$ 5,500.00	\$ -
Remove Existing Pavement	60248	S.F.	\$ 1.00	\$ 60,248.00
PCC Paving 10.5"	2825	S.F.	\$ 7.00	\$ 19,775.00
Retaining Wall	319	L.F.	\$ 500.00	\$ 159,500.00
Misc. Removals, Relocations, and Adjustments	1	LS	\$ 76,440.00	\$ 76,440.00
Midwest Guardrail System	466	L.F.	\$ 80.00	\$ 37,280.00
Cable Railing	319	L.F.	\$ 25.00	\$ 7,975.00
SUBTOTAL:				\$ 1,311,991.12

STREET LIGHTS

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Street Lights	0	EA.	\$ 15,000.00	\$ -
SUBTOTAL:				\$ -

PROJECT: P8-1106A, PLC North

DATE: 10/19/22

PREPARED BY: Eugene Abrego

GRADING PERMIT FEE

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Total Earthwork	0	C.Y.	N/A	\$ -
			SUBTOTAL:	\$ -

STORM DRAIN SYSTEM (City owned, NON-RCFC)*

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
18" Reinforced Concrete Pipe	0	L.F.	\$ 113.00	\$ -
24" Reinforced Concrete Pipe	0	L.F.	\$ 132.00	\$ -
30" Reinforced Concrete Pipe	0	L.F.	\$ 153.00	\$ -
36" Reinforced Concrete Pipe	0	L.F.	\$ 178.00	\$ -
42" Reinforced Concrete Pipe	0	L.F.	\$ 204.00	\$ -
48" Reinforced Concrete Pipe	0	L.F.	\$ 235.00	\$ -
54" Reinforced Concrete Pipe	0	L.F.	\$ 266.00	\$ -
60" Reinforced Concrete Pipe	0	L.F.	\$ 301.00	\$ -
Manhole No. 1	0	EA.	\$ 4,000.00	\$ -
Manhole No. 2	0	EA.	\$ 5,000.00	\$ -
Manhole No. 3	0	EA.	\$ 5,700.00	\$ -
Manhole No. 4	0	EA.	\$ 6,500.00	\$ -
Catch Basin	0	EA.	\$ 4,000.00	\$ -
Transition Structure	0	EA.	\$ 2,500.00	\$ -
Inlet Structure (drop)	0	EA.	\$ 1,500.00	\$ -
Junction Structure	0	EA.	\$ 4,500.00	\$ -
Headwall	0	EA.	\$ 5,000.00	\$ -
Rip Rap	0	TON	\$ 40.00	\$ -
Parkway Drain	0	EA.	\$ 2,000.00	\$ -
Removal/Relocation- Catch Basin	0	EA.	\$ 4,000.00	\$ -
Outlet Structure	0	EA.	\$ 5,000.00	\$ -
Concrete Collar (to 48")	0	EA.	\$ 1,100.00	\$ -
Concrete Pipe Slope Anchor	0	EA.	\$ 1,500.00	\$ -
Reinforced Concrete Structure	0	C.Y.	\$ 400.00	\$ -
"V" Gutter	0	S.F.	\$ 7.00	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
			SUBTOTAL:	\$ -

*RCFC Storm Drain requires separate cost estimate

PROJECT: P8-1106A, PLC North

DATE: 10/19/22

PREPARED BY: Eugene Abrego

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
16" Water Pipe	0	L.F.	\$ 150.00	\$ -
12" Water Pipe	0	L.F.	\$ 100.00	\$ -
10" Water Pipe	0	L.F.	\$ 80.00	\$ -
8" Water Pipe	0	L.F.	\$ 60.00	\$ -
6" Water Pipe	0	L.F.	\$ 40.00	\$ -
4" Water Pipe	0	L.F.	\$ 20.00	\$ -
16" Gate Valve	0	EA.	\$ 4,000.00	\$ -
12" Gate Valve	0	EA.	\$ 3,000.00	\$ -
10" Gate Valve	0	EA.	\$ 1,800.00	\$ -
8" Gate Valve	0	EA.	\$ 1,500.00	\$ -
6" Gate Valve	0	EA.	\$ 1,200.00	\$ -
4" Gate Valve	0	EA.	\$ 1,000.00	\$ -
16" Butterfly Valve	0	EA.	\$ 2,700.00	\$ -
12" Butterfly Valve	0	EA.	\$ 1,800.00	\$ -
8" Butterfly Valve	0	EA.	\$ 800.00	\$ -
6" Butterfly Valve	0	EA.	\$ 520.00	\$ -
4" Butterfly Valve	0	EA.	\$ 330.00	\$ -
6" Fire Hydrants	0	EA.	\$ 3,000.00	\$ -
6" Super Fire Hydrants	0	EA.	\$ 4,000.00	\$ -
Misc. Fittings (Tees, Crosses, Etc.)				
4"	0	EA.	\$ 120.00	\$ -
6"	0	EA.	\$ 160.00	\$ -
8"	0	EA.	\$ 200.00	\$ -
10"	0	EA.	\$ 240.00	\$ -
12"	0	EA.	\$ 280.00	\$ -
Blow Off 6"	0	EA.	\$ 1,800.00	\$ -
Blow Off 4"	0	EA.	\$ 1,600.00	\$ -
Air Vac & Release 2"	0	EA.	\$ 2,000.00	\$ -
Air Vac & Release 1"	0	EA.	\$ 1,800.00	\$ -
Meter 2" W/O Service	0	EA.	\$ 350.00	\$ -
Meter 1 1/2" W/O Service	0	EA.	\$ 270.00	\$ -
Meter 1" W/O Service	0	EA.	\$ 150.00	\$ -
Meter 5/8" W/O Service	0	EA.	\$ 80.00	\$ -
Service Connections 2"	0	EA.	\$ 1,300.00	\$ -
Service Connections 1 1/2"	0	EA.	\$ 1,100.00	\$ -
Service Connections 1"	0	EA.	\$ 350.00	\$ -
Hot Tap 8"	0	EA.	\$ 5,000.00	\$ -
Hot Tap Water Service	0	EA.	\$ 330.00	\$ -
Jack & Bore	0	L.F.	\$ 300.00	\$ -
Joint at Existing 8"	0	EA.	\$ 650.00	\$ -
24" Steel Casing	0	L.F.	\$ 1,000.00	\$ -
16" Steel Casing	0	L.F.	\$ 800.00	\$ -
4" Service Conneciton	0	EA.	\$ 1,500.00	\$ -
Additional Item	0	?	\$ -	\$ -
			SUBTOTAL:	\$ -

City of Perris

Inspection Fee Calculation

Public Works

PROJECT: P8-1106A, PLC North

DATE: 10/19/22

PREPARED BY: Eugene Abrago

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	\$ 125.00	\$ -
33" V.C. Pipe	0	L.F.	\$ 120.00	\$ -
30" V.C. Pipe	0	L.F.	\$ 115.00	\$ -
27" V.C. Pipe	0	L.F.	\$ 110.00	\$ -
24" V.C. Pipe	0	L.F.	\$ 100.00	\$ -
21" V.C. Pipe	0	L.F.	\$ 90.00	\$ -
18" V.C. Pipe	0	L.F.	\$ 80.00	\$ -
15" V.C. Pipe	0	L.F.	\$ 70.00	\$ -
12" V.C. Pipe	0	L.F.	\$ 60.00	\$ -
10" V.C. Pipe	0	L.F.	\$ 50.00	\$ -
8" V.C. Pipe	0	L.F.	\$ 45.00	\$ -
6" V.C. Pipe	0	L.F.	\$ 40.00	\$ -
4" V.C. Pipe	0	L.F.	\$ 30.00	\$ -
15" Pipe Plastic Solid Wall	0	L.F.	\$ 50.00	\$ -
12" Pipe Plastic Solid Wall	0	L.F.	\$ 45.00	\$ -
10" Pipe Plastic Solid Wall	0	L.F.	\$ 40.00	\$ -
8" Pipe Plastic Solid Wall	0	L.F.	\$ 35.00	\$ -
6" Pipe Plastic Solid Wall	0	L.F.	\$ 25.00	\$ -
4" Pipe Plastic Solid Wall	0	L.F.	\$ 15.00	\$ -
Standard Manhole 48"	0	EA.	\$ 3,000.00	\$ -
Standard Manhole 48" Extra Depth	0	EA.	\$ 3,500.00	\$ -
Standard Manhole 60"	0	EA.	\$ 3,500.00	\$ -
Shallow Manhole	0	EA.	\$ 2,000.00	\$ -
Tie Into Existing Manhole	0	EA.	\$ 1,000.00	\$ -
Raise Manhole to Grade	0	EA.	\$ 225.00	\$ -
Rechannel Existing Manhole	0	EA.	\$ 1,200.00	\$ -
Join Existing 8" Pipe	0	EA.	\$ 400.00	\$ -
Join Existing 12" Pipe	0	EA.	\$ 600.00	\$ -
4" Lateral and Clean-out	0	EA.	\$ 600.00	\$ -
Wyes	0	EA.	\$ 90.00	\$ -
Pavement Replacement	0	S.F.	\$ 4.00	\$ -
Concrete Encasement	0	L.F.	\$ 20.00	\$ -
TV Sewer	0	L.F.	\$ 0.50	\$ -
36" Steel Casing	0	L.F.	\$ 1,200.00	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
Additional Item	0	?	\$ -	\$ -
SUBTOTAL:				\$ -

EXHIBIT "C"

SECURITY CATALOGUE

FINAL TRACT MAP NO.: 37998

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developers understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Thirty Million Dollars (\$30,000,000.00) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Thirty Million Dollars (\$30,000,000.00), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Thirty Million Dollars (\$30,000,000.00), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

Attachment 4

Conditions of Approval
(Planning, Engineering, Public Works,
Building & Safety, and Community
Services) – For Informational Purpose

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

CONDITIONS OF APPROVAL

NOTE: All strike-thru (e.g. ~~example~~) text is proposed deletions and all *bold italics* text is additions. The Conditions of Approval that were approved by Council in 2020 were modified for this Project and presented to Planning Commission. Some of the proposed changes were “clean-up” items to create COA that only apply to Site 3 of the Original Project (not Sites 1 and 2). At the Planning Commission hearing on July 7, 2021, the Planning Commissioners added some additional changes to the COA. For ease of Council review and future use of these conditions, only substantive changes from the 2020 COA and Planning Commission-added changes are shown herein.

MM 20-05166, TPM 21-05119, DA 21-05053, CUP 21-05133,
Addendum to EIR 21-05054

City Council July 27, 2021

Project: Site 3 of the Original South Perris Industrial Project, located at the northeast corner of Ellis and Redlands Avenues will contain three buildings totaling no more than 2,840,836 square feet on approximately 216 net acres. Site 3 is currently zoned Light Industrial. An Environmental Impact Report was prepared for the Original project and certified in 2010. An Addendum was prepared for the 2020 modified project and a second Addendum to the EIR was prepared for the Project (MM 20-05166, et. al.). The applicant is IDI Logistics.

General Conditions:

1. **Approvals.** Project approvals are granted subject to these Conditions of Approval for the following cases associated with Site 3 of the South Perris Industrial project:
 - General Plan Amendment 08-05-0023
 - Specific Plan Amendment 08-05-0024
 - Zone Change 09-03-0020
 - Tentative Parcel Maps 35877 and 35886
 - Habitat Acquisition and Negotiation Strategy (HANS) 09-03-0018
 - Development Plan Reviews 07-0130, 08-04-0006, and 08-01-0007
 - Street Vacation 08-05-0025
 - Development Agreements 08-05-0027, 10-04-0009, 10-04-0010, 20-05063 and 21-05053
 - Major Modifications 19-05332, and 20-05166
 - Conditional Use Permits 20-05064 and 21-05133

2. **Future Obligation of Buyers and Lessees.** All future buyers and lessees shall be informed of their obligation to comply with these Conditions of Approval. The applicant shall further inform the buyer or lessee of their obligation to maintain compliance with all local and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.

3. **Change or Expansion of Use.** No change or expansion of the site or the use shall occur without subsequent reviews and approvals from the Planning Division.

4. **Conformance to Approved Plans.** Development of the project Site 3 site plan, building elevations, colors and materials, conceptual grading and landscaping shall conform substantially to the sets of plans for Major Modification 20-05166 as approved by the City

Council, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.

5. **Approval Period for Development Plan Review 07-0130, 08-01-0007~~and~~, 08-04-0006, and Major Modifications 19-05332 and 20-05166, and CUPs 20-05064 and 21-05133.** In accordance with PMC Section 19.50.080, Expiration and Extension of Time, this approval shall expire three (3) years from the date of City Council approval, or as provided by the term of the Development Agreement. Within three years of expiration by statute or the approved Development Agreement, the applicant **shall** demonstrate the beginning of substantial construction as contemplated by this approval, to thereafter be diligently pursued to completion, or substantial utilization. A maximum of three (3) one-year extensions may be requested. Any written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
6. **The Approval Period for Tentative Parcel Map 37998** shall be in accordance with the Subdivision Map Act and are extended to run concurrently with the term of the Development Agreements.
7. **Building Official/Fire Marshal.** The project shall adhere to all requirements of the Building Official/Fire Marshal, *including requirements of the Fire Consultant Conditions of Approval dated January 14, 2021*. Fire hydrants shall be located on the project site pursuant to the Fire Marshal, and a fire access and fire underground plan submitted for approval prior to submittal of construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines shall be shown on the final set of construction plans. See the City of Perris website, Office of the Fire Marshal: www.cityofperris.org.
8. **City Engineer.** The project (MM 20-05166) shall adhere to the requirements of the City Engineer as indicated in the attached Revised Conditions of Approval dated June 14, 2021 for Site 3, South 215 DC.
9. **Public Works Department.** *The project shall comply with all requirements of Public Works Conditions of Approval dated June 17, 2021.*
10. **Community Services Department.** *The project shall comply with all the requirements of the Community Services Department Conditions of Approval dated March 22, 2021.*
11. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City concerning Environmental Impact Report (SCH #2008071060) and all cases associated with the South Perris Industrial Project. The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought, and shall further cooperate fully in the defense of the action.

12. **Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating all three sites of the South Perris Industrial Project are located within the dam inundation area, subjecting the sites to flooding in the event of a dam failure.
13. **Southern California Edison (SCE).** The applicant shall contact the Southern California Edison area service planner (951 928-8323) to explore energy conservation benefit options and to complete the required forms prior to commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating electrical service will be underground.
14. **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.
15. **Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.42 regarding Property Maintenance. The site shall be maintained graffiti-free state at all times. Existing graffiti located on the site shall be removed within 48 hours. *In addition, the project shall comply with the one-year landscape maintenance schedule identified in Public Works Department Condition of Approval No. 4, dated May 10, 2021.*
16. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
17. **Performance Standards.** The applicant shall comply with all Performance Standards for Large Industrial Buildings as listed in PMC Chapter 19.44.070.
18. **Solar/Photo Voltaic Panels.** The project shall be designed with load bearing capacity for the roof top installation of photovoltaic arrays of at least 1.5 megawatts.
19. **Roof Parapet.** The height of the roof parapet shall fully screen any roof-mounted equipment. All vent pipes and similar devices shall be painted to match the building.
20. **Downspouts.** Exterior downspouts are not permitted on elevations of any building facing the public right of way. Interior downspouts are required for these elevations.
21. **Parking Stall Configuration.** Design of parking stalls shall comply with PMC 19.69.030C.5b (double striping). Premium parking stalls provided voluntarily or as required for LEED (or other green building rating system) for Low Emission Vehicles (LEV)/Zero Emission Vehicles (ZEV) and carpools shall be designated as such.
22. **Sign Program.** A sign program is required for each site and shall include, at a minimum, entry statements, including theme walls, monumentation, and enhanced landscaping at each entrance. Theme walls and monuments shall be placed no closer than five feet from the public right-of-way.
23. **Environmental Impact Report Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring Program of the certified Environmental Impact Report (SCH #2008071060), as incorporated herein, and as may be modified by these conditions.
24. **Payment of State Fish and Game Fees.** Within three (3) days of City Council approval, the applicant shall submit a check to the City payable to “Riverside County Clerk-Recorder”, in the amount of \$2,832.25 for payment of the State Fish and Game fee. No project shall be operative, vested, or final until the filing fees have been paid (State Fish and Game Code Section 711.4).

Green Building Practices:

25. **Sustainable Building.** The following sustainable building practices contribute to an energy-efficient, environmentally responsible building, over and beyond California building code requirements. The following green compliant options shall be considered collaboratively among the design and construction team very early in the design phase:

BUILDINGS

- a. Install “Cool Roof” roofing to keep buildings cool.
- b. Use “Energy Star” and high efficiency equipment.
- c. Use higher “R” value insulation and glazing beyond Code requirements to minimize electricity loads.
- d. Use a highly efficient HVAC system (heat pump, variable air handling unit, evaporative cooler for dry climates).
- e. Use renewable energy (solar photovoltaics, “green” utility power) for electricity.
- f. Incorporate passive daylighting design techniques (clerestory windows, skylights).
- g. Use passive ventilation (ceiling fans, floor and ceiling vents) for a healthier indoor environment.
- h. Shade openings during summer and allow sun to enter during winter.
- i. Install architectural elements (fins, light shelves, awnings, overhands, etc.) that look attractive and serve a green building purpose.
- j. Specify products created with rapidly renewable materials (bamboo, cork, cotton batt insulation, etc.).
- k. Specify Forest Stewardship Council (FSC) Certified wood products (sustainably managed forests per the FSC).

INTERIORS

- l. Install ultra-low flow fixtures that use less water than required by code (sinks & water closets).
- m. Install insta-hot water heaters to minimize water usage and electrical demands.
- n. Install lighting controls (motion/day lighting sensors) to turn off lights when not needed.
- o. Use high efficiency light fixtures and lamps (such as CFLs and LEDs) to minimize electrical demands.
- p. Use paints & adhesives with low V.O.C.s (volatile organic compounds); also composite wood products (cabinetry) with low V.O.C.s.

SITE

- q. Use water efficient landscaping and irrigation, such as using reclaimed water where available.
- r. Provide features that encourage alternative transportation, such as bike racks and public transportation stops.
- s. Provide preferred parking for carpools and hybrid, electric and alternative fuel vehicles.

- t. Orient building to take advantage of natural resources such as sunlight, wind, views, drainage, etc.
- u. Provide on-site recyclable collection areas.
- v. Utilize site features to absorb and filter storm water run-off such as permeable asphalt or grass swales (bioswales).

CONSTRUCTION

- w. Recycle & salvage construction waste to minimize waste.
 - x. Reuse existing site or building as much as possible in remodels to minimize waste.
 - y. Use recycled-content (fly ash in concrete, steel, gypsum board).
 - z. Use regional materials (concrete, C.M.U., roof tiles), products that are created with local raw materials, and locally manufactured.
26. **Green Building Rating System/LEED.** In support the General Plan's goals for sustainability, compliance with a nationally-recognized green building program is highly recommended. The US Green Building Council's LEED (Leadership in Energy and Environmental Design) rating system recognizes highly performing, healthy, durable, affordable, and environmentally sound buildings and site design. The project applicant has indicated the South Perris Industrial buildings will pursue **LEED Silver** certification. If LEED Silver certification is not ultimately granted by the USGBC, the project shall comply with the requirements for LEED building certification (at minimum) according to the edition of the NC Reference Manual (USGBC) in effect at time of project registration.
27. **Compliance with LEED Categories and Credits.** The successful implementation of the performance standards described in the New Construction (NC) reference guide result in LEED Certification at the chosen level. LEED success is dependent upon the collaboration and cooperation of all members of the project team very early in the design process, with oversight by LEED-accredited professionals. In some sections, City codes will facilitate compliance. See the current US Green Building Council NC Rating System reference guide, or the guide in effect at time of project registration. The building(s) and facilities shall be maintained in the condition that awarded LEED certification.

Project Specific Requirements:

28. **MSHCP Compliance/HANS.** Three lots (24.6, 24, and 27.1 acres, respectively) shall be set aside for environmental conservation as determined by Habitat Acquisition Negotiation Strategy (HANS 09-03-0018). An irrevocable offer of dedication to the City of Perris shall be applied to all conservation lots, and it shall be the City's determination when to accept such offers. The City intends to convey these and other parcels along the San Jacinto River to the Regional Conservation Authority (RCA) for permanent conservation.

For Site 3 Project (only), requirements of the RCA for the development of the rail spur on land between Ellis Avenue and Case Road shall be met, as follows:

Prior to the issuance of grading permits, the project developer shall comply with the MSHCP Reserve Assembly requirements to the satisfaction of the City and the RCA either by providing replacement lands of equal or greater

conservation value within Criteria Cell #3276, or by providing replacement lands of equal or greater value outside of Criteria Cell #3276 subject to approval through the Criteria Refinement process.

Prior to the issuance of grading permits, the project developer shall evaluate impacts to Narrow Endemic Plants and Criteria Area Plants with project specific MSHCP requirements. If required, the project developer will through the City/RCA submit a DBESP analysis to the Wildlife Agencies (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife) for review and approval. Mitigation for impacts to rare plants such as San Jacinto Valley crowscale and smooth tarplant would consist of the translocation of plants via seed collection and soil salvage to an acceptable offsite mitigation area. The DBESP analysis will identify specific mitigation and monitoring protocols, including success criteria.

Prior to the issuance of grading permits, the project developer shall perform updated habitat assessments for MSHCP riparian/riverine areas and vernal pools, including habitat for the least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), western yellow-billed cuckoo (*Coccyzus americanus*), and listed fairy shrimp. If suitable habitat is present, then focused surveys for the applicable species will be performed following accepted protocols. If one or more applicable species are detected, and if the implementation of the Project cannot avoid the impacts, then the project developer will through the City/RCA submit a DBESP analysis to the Wildlife Agencies (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife) for review and approval. Mitigation for impacts to riparian/riverine areas and/or vernal pools, including any applicable species (i.e., birds and/or listed fairy shrimp) would consist of 1) the establishment and/or enhancement of replacement at an offsite location, or 2) the purchase of mitigation credits at an approved mitigation bank, either of which must be determined as "biologically equivalent or superior" pursuant to the DBESP process.

29. **Active Relocation of Burrowing Owls.** If burrowing owls are discovered during required preconstruction surveys, active relocation of burrowing owls will be considered if the cost is not significantly greater than passive relocation. The City shall be consulted regarding costs. The relocation of burrowing owls is subject to the provisions of the Mitigation Monitoring Program.

If the implementation of the Project will result in the relocation of burrowing owls, the project developer will, through the City/RCA, submit a DBESP analysis to the Wildlife Agencies (U.S. Fish and Wildlife Service and California Department of Fish and Wildlife) for review and approval.

30. **Preliminary Water Quality Management Plans (PWQMP).** Preliminary WQMPs were prepared for the project. The PWQMP was determined to be in substantial compliance, in

concept, with the Riverside County WQMP Manual requirements. The following conditions apply:

a. **PWQMP 08-01-0007 (Site 3):**

- (1) The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
- (2) The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the sand filtration trench modified with sump-pumps and wet wells, permeable landscape areas, and trash enclosures. The Public Works Department shall review and approve the final WQMP text, plans and details. The Preliminary WQMP shows the water quality basin above or outside of the ordinary high water mark.
- (3) The sand filtration trench shall be designed to meet CWA 401 requirements. Developer shall submit to the City of Perris Engineering Administration Division, for review and approval, Final WQMP Plan. Sufficient detail, including cross sections, plan views and construction notes shall be provided on Final WQMP Plan, which demonstrate that construction of the BMPs and related structures can withstand 100 year flood waters; and shall demonstrate that BMP and related structures shall be fully operational within 48 hours of 100 year flooding event.

31. **Vacation of Murrieta Road.** Murrieta Road shall be vacated in conjunction with the Final Map process for Parcel Map ~~37998~~ ~~35877~~. An easement for existing utilities within the dedicated right of way shall be maintained by the City unless clearances are obtained from all affected utility providers.

32. **Public Trails.** Two bicycle and/or pedestrian trails shall be built associated with Site 3.

- a. **San Jacinto River Trail.** A regional trail located adjacent to the South Perris Industrial Project along the San Jacinto River. The trail shall be constructed by the developer, unless the City agrees to accept in-lieu park fees for the construction, subject to the discretion of the City. The exact location of the trail shall be determined in accordance with the City's approved trail plan prior to conveying the conservation lots to Riverside Conservation Authority (RCA). *Prior to occupancy of the last building to be constructed, a connection from Redlands Avenue to the San Jacinto River Trail shall be constructed, if feasible with respect to transversing adjacent to the RCA lands. Location to be determined to the satisfaction of Planning staff.*
- b. **Redlands Avenue Bike Lane.** *Pursuant to the City-adopted Active Transportation Plan, a Buffered Bike Lane shall be included within Redlands Avenue.*

33. **Amendment to the New Perris Specific Plan.** The modifications approved for the New Perris Specific Plan shall be completed by submitting three (3) paper copies and one (1) compact disk containing a digital version of the final revised New Perris Specific Plan to the City. This project was removed from the New Perris Specific Plan. ***This Condition was completed in August of 2020.***
34. **Airport Land Use Commission Conditions.** The ALUC Conditions for DPRs 07-0130 and 08-01-0007, Major Modifications 19-05332 ***and 20-05166***, and Tentative Parcel Maps 35877 (TPM 08-01-0006) ***and 37998 (21-05119)*** are as follows:
 - 1) Prior to recordation of a final map, issuance of building permits, or conveyance to an entity exempt from the Subdivision Map Act, whichever occurs first, the landowner shall convey an avigation easement to the MARB/MIP Airport or provide documentation to the City of Perris and the Airport Land Use Commission that such conveyance has previously been recorded. (Contact March Joint Powers Authority at (951) 656-7000 for additional information.)
 - 2) Any outdoor lighting installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - 3) The following uses/activities are not included in the proposed project and shall be prohibited at this site:
 - a. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - c. Any use which would generate smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
 - d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
 - 4) The standard “Notice of Airport in the Vicinity” (available from ALUC) shall be provided to all prospective purchasers of the property and tenants or lessees of the buildings, and shall be recorded as a deed notice.
 - 5) Any proposed detention/drainage basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be

incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for 48 hours and not attract birds. Proper Maintenance is necessary to avoid bird strikes." The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

- 6) The following ALUC conditions are pursuant to the terms of the FAA determination letters issued on June 23, 2009, May 4, 2020, or as modified as a part of review and processing of Major Modification 20-05166:
- a. The Federal Aviation Administration has conducted aeronautical studies of the propose project (Aeronautical Study Nos. 2020-AWP-3064-OE, 2020-AWP-3448-OE, and 2020-AWP-3449-OE and has determined that neither marking nor lighting of the proposed structures is necessary for aviation safety. However, if marking and/or lighting for aviation safety are accomplished on a voluntary basis, such marking and/or lighting (if any) shall be installed and maintained in accordance with FAA Advisory Circular 70/7460-1 L Change 2 and shall be maintained in accordance therewith for the life of the project.
 - b. The maximum height of the proposed buildings, including all roof-mounted appurtenances and obstruction lighting (if any), shall not exceed 55 feet above ground level, and the maximum elevation at the top of building shall not exceed 1,476 feet above mean sea level.
 - c. The maximum height and top point elevation specified above shall not be amended without further review by the Airport Land Use Commission and the Federal Aviation Administration; provided, however, that reduction in building height or elevation shall not require further review by the Airport Land Use Commission.
 - d. Temporary construction equipment used during actual construction of the structure(s) shall not exceed 55 feet in height and a maximum elevation of 1,476 feet above mean sea level shall not exceed the height of the proposed buildings, unless separate notice is provided to the Federal Aviation Administration through the Form 7460-1 process.
 - e. Within five (5) days after construction of each of the proposed buildings reaches its greatest height, FAA Form 7460-2 (Part II), Notice of Actual Construction or Alteration, shall be completed by the project proponent or

his/her designee and e-filed with the Federal Aviation Administration. (Go to <https://oeaaa.faa.gov> for instructions.) This requirement is also applicable in the event the project is abandoned or a decision is made not to construct the applicable structure.

Prior to the Issuance of Building Permits:

35. **Landscape and Irrigation Plans.** Landscaping and irrigation plans shall conform to Section 19.70 of the Perris Municipal Code. Three (3) complete sets of landscape plans (as listed below) shall be submitted to the Planning Division, accompanied by the appropriate landscape plan check filing fee. The landscape plans shall be prepared and stamped by a California licensed landscape architect and include the following:
- a. Landscape Design Plan (including Planting Details per the City's Technical Manual for Landscape Design).
 - b. Irrigation and Maintenance Plan.
 - c. Soil Management Plan.
 - d. Grading Design Plan, including Water Quality Management Plan (WQMP) site design BMP's.
36. **Landscape Design Plans** shall comply with the following:
- a. **Reclaimed Water.** A non-potable water source shall be used for landscape irrigation, including public areas and medians. If not yet available at the location, appropriate irrigation equipment ("purple pipe") shall be installed for future conversion and connection to the reclaimed water source.
 - b. **Accent landscaping** featuring tiered California Friendly drought-resistant landscaping planting and 36" 24" box or larger trees, is required at all entrances and intersections of arterial streets.
 - c. **Parking Area Buffer.** A minimum 3-foot high hedge is required to screen non-truck parking areas from the right of ways.
 - d. **Parking Area Landscaping.** A minimum of one tree per 6 parking stalls, or the number of trees necessary, based on the species, to ensure 50% shade cover in parking areas within fifteen (15) years shall be provided. A minimum of 25% of parking area trees shall be 24" box-sized.
 - e. **Berms and swales** are required in front of screen walls. Swales should transition into the required berms.
 - f. **All street trees** shall be 36-48-inch box size or larger, and planted a maximum of 30 feet on center within the parkway.
 - g. **Specialty paving** (accent colors, textures, and patterns) shall indicate building entrances and pedestrian pathways.
 - h. **Water Quality BMPs** (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation.
 - i. **Maintenance.** Parkway landscaping and irrigation shall be maintained by the applicant and/or future property owners or tenants in a viable growth condition.
 - j. **Diamond Finger Planters.** *Developer shall work with staff to add more landscaping on Parcels 1 and 3 such as utilizing diamond finger planters in parking areas, or other means agreeable to staff.*

37. **Conceptual Landscape Plan.** Formal landscaping plans submitted for review and approval shall substantially conform to the approved conceptual landscape plan.
38. **Eastern Municipal Water District (EMWD).** Applicant shall also submit landscape plans to EMWD for approval after the City's approval, and comply with required EMWD inspections. Contact EMWD at 951 928-3777, ext. 4334.
39. **Landscape Inspections.** A minimum of three landscape inspections by the City of Perris shall be arranged, in the following order:
 - a. At installation of irrigation equipment, when the trenches are still open,
 - b. After soil preparation, when plant materials are positioned and ready to plant;
 - c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.
40. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by the appropriate City departments:
 - a. **Architecture.** *Applicant shall work with staff to enhance the north elevation of Building 3 to break up the long expanse of wall visible from I-215.*
 - b. **Trash Enclosures.** Each building shall provide covered trash enclosures constructed to the City standard under permit. The trash enclosure shall be easily accessible to all tenants, and be screened by landscaping from the public view. The trash enclosure shall be treated with an overhead trellis treatment, and elevations shall be included on final landscape and fencing plans for review and approval by the Planning Division.
 - c. **Site Lighting.** A site lighting plan shall be approved that complies with the City's Outdoor Lighting Regulations. The lighting plan shall include photometrics, fixture details, and light standard elevations. Fixtures shall have full-cut off shields to prevent light and glare above the horizontal plane of the bottom of the lighting fixture.
 - d. **Fencing and Screen Walls.** Decorative screen walls shall screen views into the site from the public right of way, Interstate 215 and adjacent public uses (including open space and public trails). The plans and details for screen walls and other fencing shall be included in the landscape plan check submittal package for review and approval by the Planning Division. The following shall apply:
 - i) **Architecture.** The design of the screen walls shall be architecturally tied to the building, significantly articulated, and include base, body and cap elements.
 - ii) **Location.** Decorative 14-foot tall tilt-up concrete screen walls are required to screen truck loading areas from the right of way, Interstate 215 and other areas of public view wrapping to the interior property lines for a distance of 150 feet to screen the truck courts and truck driving aisles. The outdoor storage area in the Project shall be screened from public right of way, Interstate 215 and adjacent land uses. All

- lumber and other products shall be stacked no higher than the wall. To minimize wall height visually from the public, berming should be used.
- iii) **Gates** in public view shall be constructed of tubular steel in a color complementary to the building.
- d. **Knox boxes** are required for all gates, and shall be approved by the Fire Marshal and issued by the Building Division.
- e. **Graffiti** shall be abated within ~~48~~ 24 hours. Block walls shall be treated with a graffiti-resistant coating or equally effective graffiti deterrent.
- f. **Handicap parking** stalls shall be provided near all office entrance areas for each building, pursuant to the requirements of the Perris Municipal Code.
41. **Construction Plans.** All Planning Division and Engineering Department Conditions of Approval, proposed employee amenities, LEED requirements, the Mitigation Monitoring Plan, and Landscape Plan Requirements shall be reproduced in full on construction drawings and grading plans, immediately following the cover sheet of such plans. Applicant shall annotate each Condition on the construction plans to indicate the manner by which each condition has been met (i.e., sheet and detail numbers).
42. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that relevant Conditions of Approval have been met.
43. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1 (may include Streets);
 - c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
 - d. North Perris Public Safety or South Perris Community Facilities District;
 - e. Ramona Mobility Group District (Transportation Improvements); and
 - f. Future Fire Protection Community Facilities District.
44. **Fees.** The developer shall pay the following fees according to the timeline noted.
- Prior to the issuance of building permits, the applicant shall pay:
- a. Stephen's Kangaroo Rat Mitigation Fees;
 - b. Multiple Species Habitat Conservation Plan fees;
 - c. Statutory school fees to all appropriate school districts; ~~and~~
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. The park development impact fee; and
 - f. The Public Art fee.

Prior to issuance of Occupancy, the applicant shall pay:

- g. City Development Impact Fees; and
- h. Transportation Uniform Mitigation Fees (TUMF).

Prior to the Issuance of Occupancy Permits:

- 45. **Final Planning Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met, and all required paving, parking, walls, site lighting, landscaping and automatic irrigation is installed and in good condition.
- 46. **Maintenance Agreement.** A recorded document in the form of a Covenant Declaration and/or a Maintenance Agreement shall be provided to the Development Services Department to specify maintenance responsibilities for on-site improvements not dedicated to public use including, but not limited to, walkways, decorative pavement, landscaping, storage areas, fences and walls, signage, lighting fixtures, detention basins and water quality BMPs.
- 47. **Shared Access and/or Parking Agreement.** Owners shall sign and be party to an agreement, subject to the City's approval and recorded to run with the land, which provides for easements, covenants and conditions relating to applicable parking, vehicle access, utility use, and other uses between the subject properties. The agreement, together with all attachments, must be submitted to and approved by the Development Services Department and the City Attorney prior to approval of Final Parcel Maps.
- 48. **Final Technical Reports.** Any required final monitoring and mitigation reports concerning items recovered as part of a cultural or paleontological investigation shall be submitted to the appropriate lead agency (City of Perris), and will signify satisfactory completion of the project program to mitigate impacts to any paleontological resources.

Special Conditions:

- 49. **Rail Trip.** The rail trips to the site will not exceed 600 trips per year, and no more three rail trips per day.
- 50. **Rail Spur Approval.** The rail spur shall be approved by the railroad and the crossing by the California Public Utilities Commission (CPUC) prior to the issuance of Building Permits for the Project building 3. The rail spur shall be functional prior to Occupancy.
- 51. **Veteran's Memorial.** The applicant will design and build a Veteran's memorial in downtown Perris located at the southeast corner of 1st and "D" Streets prior to issuance of any building permits for the project.
- 52. **Provide an ADA compliant, connected sidewalk on Redlands Ave and Ellis Ave per RTA request and City code.**

53. The second occupancy permit (Building 1 or 2) will be approved only after completion of the Ellis Avenue/Case Road improvements and the ultimate truck route is operable.
54. Additional off-site improvements directing traffic west onto Ellis Avenue will include a pork-chop median at the northwest corner of Redlands and Ellis, preventing trucks from turning north on Redlands. These improvements shall be completed prior to occupancy of Buildings 1 and 2.
55. Once the ultimate truck route is operable, Building 3 will not be allowed to use Redlands Avenue to access the I-215 Freeway.



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1106 – (Refer to P8-1122)
March 4, 2010, Revised May 3, 2010,
Revised Planning Commission June 16, 2010,
Revised February 13, 2020,
Revised by Planning Commission on May 20, 2020
**Revised June 14, 2021, MM# 20-05166 to IDI MM 19-05332; TPM
37998**
DPR 08-01-0007, Site III

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

1. This project is located within the limits of the San Jacinto River Flood Plan and must comply with City Resolution # 3403. In order to comply, the developer shall execute an agreement with the Riverside County Flood Control and Water Conservation District and the City to pay its "fair share" of the total San Jacinto River Project costs prior to the issuance of grading permits. The District and the City shall determine the "fair share" per acre and per residential unit charge based on the cost estimate for the preferred alternative as found in Section 8 of the "San Jacinto River, Stage 3 Conceptual Planning Report dated March 10, 2017." The "fair share" cost for development shall be calculated based on the amount of development or gross acreage located within the San Jacinto River Project Area, or as amended after the area benefit study is approved. The fair share charge is \$8,888/acre or the fee in effect at the time of issuance of grading permit. The "fair share" charge shall be paid prior to the issuance of building permits.

DEPARTMENT OF ENGINEERING
24 SOUTH D STREET, SUITE 100, PERRIS, CA 92570
TEL.: (951) 943-6504 - FAX: (951) 943-8416

Moreover, the project is within the limits of the San Jacinto River Area Drainage Plan, for which the City Council has adopted a drainage fee of \$2,215/acre. The developer shall pay the fee in effect at the time of issuance of grading or building permit, whichever comes first. The total amount of ADP fee paid shall be subtracted from the "fair share" charge amount due. For the three buildings served by rail, approximately 64.6 acres would be subject to the ADP fees.

2. The project's grading and offsite improvements shall be constructed in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.
3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin and drained to adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.
4. Onsite landscape area(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.
5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the offsite lighting, landscape and Flood Control districts per City requirements. The developer shall maintain all onsite landscaping. The proposed offsite streetlights and portions of existing and new signals at **the intersections of Redlands/Ellis** ~~Redlands with Ellis, Ellis/Case Road~~ ~~Ellis with Case Road, Case Road/Murrieta~~ and ~~Case Road with Murrieta, and Mapes/I-215 ramps~~ ~~Mapes and I-215 ramps~~ shall be maintained by City/Caltrans and cost paid for by the property owners through annexation to lighting and landscaping districts. Cost to maintain any signal and other improvements needed to accommodate access to and from the site shall be included in the maintenance district and paid 100% by the project. In the event RCFC does not maintain the proposed offsite drainage facilities, it shall be annexed to **City's** Flood control District for maintenance.
6. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to San Jacinto River as approved by RCFC and City of Perris.
7. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.

8. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all existing intersections and new driveways to eliminate nuisance runoff from cross-gutter.
9. Improvements to 7th Street Channel and extension along I-215 shall be required pursuant to Flood Control Standards.
10. This project shall comply with the recommendation of Riverside County Flood Control Districts letter dated February 23, 2010. In case of conflict the City Engineer's condition shall prevail. LOMR & CLOMR must be obtained as stated in Flood Control letter.
11. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.
12. Streetlights shall be installed along perimeter streets adjacent to this site as approved by City Engineer per Riverside County and Southern California Edison standards.
13. This project is located within EMWD's water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD, Fire Department and City of Perris. ***The existing sewer siphon located at Case Road Bridge shall be upgraded with the Case Road Bridge improvements. The sewer siphon improvements shall be eligible for EMWD fair share.***
14. The applicant shall submit to City Engineer the following for his review:
 - a. Street Improvement Plans
 - b. Signing, Striping, and Signal Plans
 - c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
 - d. Water and Sewer Plans
 - e. Drainage Plans, Hydrology and Hydraulic Reports
 - f. Streetlight Plan
 - g. Final WQMP

The project's design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.

15. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards. All driveway approaches shall be constructed per Riverside County Standards for Commercial Driveway (Std. 207A) and comply with

the ADA requirements. Driveways shall be limited to those shown on site plan for Ellis and Redlands Avenue.

16. This and other similar projects will significantly impact the transportation infrastructure within the City of Perris and adjacent communities. For this reason, the following transportation related improvements are required to mitigate the initial and the ongoing impact to the transportation facilities. ***The transportation improvements shall be substantially completed prior to each occupancy permit as shown on Exhibit "H" dated June 8, 2021, prepared by Webb Associates.***

17. Case Road from Ellis to I-215 ramps interchange within 94' full width dedicated right-of-way shall be improved with 33' of new paving along either side ***of centerline and Case Road improvements shall perpetuate the existing local drainage patterns. Case Road shall be improved with an earthen drainage channel on the west side as an ultimate street condition, curb/gutter located 35' on either side of centerline. Curb and gutter on the east and west side of Case Road will be required at the intersections and the roadway as determined by the City Engineer shall be constructed. The concrete barrier curb shall be provided between the roadway and multipurpose Class I path. A Class I multipurpose path may be installed the length of Case Road. Prior to the issuance of the second final occupancy permit, construction of Case Road from Ellis to I-215 shall be substantially completed. Case Road shall remain open to one lane of traffic in each direction during construction. Case Road shall be constructed in phases in conformance with "Exhibit G", prepared by Webb Associates, dated June 8, 2021. The intersection of Case Road/Mapes Road/EMWD driveway shall be realigned as shown on Exhibit "D" dated April 21, 2021, prepared by Webb Associates.***

18. Ellis Avenue from Redlands Avenue to ~~3,300-foot~~ ~~150-foot~~ east of ~~Redlands Avenue centerline~~ ~~the proposed easterly driveway shall~~ be improved with concrete curb and gutter located 32-feet on either side of centerline with a minimum 6-foot wide sidewalk along the north side, and a 14-foot wide landscaped median. These improvements would be within an interim 94-foot wide right of way.

The intersection of Ellis Avenue and Redlands Avenue shall be designed to discourage westbound truck traffic on Ellis from turning northbound onto Redlands Avenue.

For the ~~one three~~ buildings served by rail, the Ellis Avenue Improvement shall be in substantial conformance with Exhibit "A" dated ~~June 8, 2021~~ ~~April 21, 2020~~ prepared by Webb Associates prior to the issuance of the first occupancy permit.

The developer shall dedicate the additional 34-feet of right of way along the north side of Ellis Avenue and adjacent to the project to provide for the ultimate 64-foot wide half-width right of way and pay an in-lieu fee for the construction of ultimate Ellis Avenue (excluding constructed landscaped median) per 128-foot wide right of way General Plan Standards. The in-lieu fee shall be paid prior to issuance of 1st occupancy permit.

Prior to the first occupancy permit issuance, a railroad spur crossing on Ellis Avenue may be constructed as a private crossing per BNSF Standards and requirements. A private crossing may require Ellis Avenue road closures on both sides of the railroad spur. In the event of the road closure, access to properties located east of the railroad spur shall be provided with the City approved detour.

Before the issuance of the second final occupancy permit, the railroad spur crossing on Ellis Avenue shall be improved to a public crossing with gates and flashers. Until Ellis Avenue spur crossing shall be improved to a public crossing with gates and flashers, Ellis Avenue shall be closed to through traffic on the west side of the railroad spur. The project shall be responsible for providing access to properties located east of the railroad spur all the time as shown on Exhibit "I" dated June 8, 2021, prepared by Webb Associates. The access shall meet the County of Riverside fire access requirements.

19. Redlands Avenue from 4th Street to Ellis Avenue shall be improved with 30-feet of pavement on both sides of centerline with curb and gutter located 32' from centerline. Sidewalk shall be constructed along the east side of Redlands along the property frontage. Additional onsite mitigation and improvements shall be installed at the entrance driveway on Redlands Avenue to prohibit truck access ***or as approved by City Engineer.***

- ~~20. For the three buildings served by rail, prior to issuance of occupancy permits that do not exceed cumulative total of 850,000 square feet of building area, Ellis Avenue from Case Road to Redlands Avenue shall be improved and striped in substantial conformance "Exhibit "B", prepared by Webb Associates dated April 22, 2020. For the three building served by rail prior to issuance of occupancy permits that exceed the cumulative total of 850,000 square feet of building area, Ellis Avenue shall be improved and striped in substantial conformance with Exhibit "C". The existing traffic and railroad crossing signals shall be removed and upgraded and/or relocated to be consistent with Exhibit "C". Interfering power poles shall be undergrounded or as approved by City Engineer.~~

21. **Prior to issuance of the second occupancy permit, Ellis Avenue from Case Road to Redlands Avenue shall be improved and striped in substantial conformance to "Exhibit B", prepared by Webb Associates dated June 8, 2021.**

Prior to issuance of a second occupancy permit, Ellis Avenue from Case Road to Redlands Avenue will be allowed to close for approximately four (4) months for the reconstruction of the railroad crossing and installation of utilities in the railroad right-of-way. The road closure and traffic detour shall be provided per "Exhibit C", prepared by Webb Associates dated June 8, 2021.

22. Construction of Case Road Crossings over San Jacinto River shall be installed ~~in a manner~~ to accommodate General Plan Circulation Standards **and provide 1-foot of freeboard in a 10-year design flood event. Prior to issuance of a second occupancy permit, Case Road shall be completed in substantial conformance with Exhibit "F", prepared by Webb Associates dated June 8, 2021. The bridge shall be constructed in two phases in conformance with Exhibit "G", prepared by Webb Associates dated June 8, 2021. The bridge shall be open to one lane of traffic in each direction at all times with no change in bridge elevation.**

EMWD's Case Road sewer siphon shall be reconstructed per EMWD approved plans with the Case Road Bridge improvements.

23. Traffic index of 11.0 shall be used for any work on Ellis and Case and 9.0 for Redlands Avenue.
24. The intersections of Ellis with Redlands and Case Road, and Case Road with Mapes Road and at all proposed new driveways on Redlands and Ellis Avenues with truck access shall be improved with concrete section as approved by City Engineer.
25. Prior to issuance of any grading permits the developer shall update and receive Caltrans approval of the project study report (PSR) for Ellis/Evans interchange, this may require preparation of new report. Alternatively, the applicant shall pay \$1.5 Million to the City a its fair share contribution to the Ellis/Evans Interchange improvements or community amenities as approved by City Council, this fee is non reimbursable. **The developer shall also reserve and dedicate (not for development) that portion of the property to be used for this interchange.**
26. New traffic signals shall be installed at intersection of **Ellis Avenue/Redlands Avenue, Case Road/Murrieta Road, and Case Road/Mapes Road intersections** ~~with Case and Redlands Avenue and at Case with Murrieta, Mapes and I-215 ramps and Redlands~~

~~Avenue with 7th (if required)~~. All existing signals shall be upgraded to accommodate the requested improvements.

27. RTA stop(s) shall be provided along Ellis Avenue and Redlands Avenue as determined by the City Engineer and RTA.
28. At the time of development of this project and during plan check, the City Engineer may examine the conditions of existing pavement along all roads. If in his opinion the existing pavement is adequate, the developers shall utilize the existing pavement to comply with the above conditions.
29. Vacation of Murrieta Road as proposed shall require utility clearance.
30. Right-of-way acquisition. All right-of-way property area necessary for construction of the street and traffic improvements including any utility and construction easements, not under Applicant's ownership shall be acquired by the Applicant, at Applicant's sole cost. If Applicant is unsuccessful in negotiating any right-of-way acquisition with third party owners after a 30 day period, then City shall conduct the necessary analysis to determine in its sole discretion whether to attempt to acquire the right-of-way by exercise of its power of eminent domain; provided, however, that nothing herein shall be deemed a prejudgment or commitment with respect to condemnation.
31. Reimbursement of costs. Applicant and City shall cooperate to ensure that Applicant receives, to the greatest extent practicable, reimbursement and credit for all of Applicant's eligible costs of constructing all of the street and traffic improvements. Reimbursement agreement or some similar agreement between Applicant and the City that will fund the costs of such construction. Notwithstanding the forgoing, City shall have no obligation to reimburse or credit Applicant from any source of City funding other than under the local Development Impact Fee program as adopted by the City. Other sources of reimbursement may include the Transportation Uniform Mitigation Fee (TUMF) program, future developers who benefit from the improvements constructed by the Applicant, and/or participants in a community facilities or assessment district created to fund such improvements and other improvements in the vicinity of Applicant's project.
32. The interchange of I-215/Case/Mapes Road is located within Caltrans right-of-way. The interchange improvement project will be processed through the Caltrans Streamlined Oversight process. The City of Perris will act as a lead agency for the environmental documents and Caltrans Streamline Oversight Process. The project shall prepare and submit encroachment permit applications, studies, environmental documents, and

improvement plans per Caltrans requirements and obtain the Caltrans encroachment permit. The construction of the improvements may require an additional Caltrans encroachment permit.

For the ~~one three~~ buildings served by rail, prior to issuance of first final occupancy permit, a Caltrans encroachment permit shall be obtained and accepted by the City Engineer.

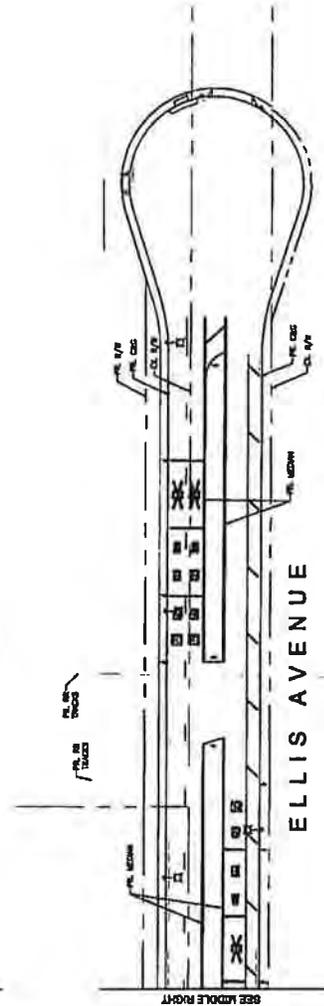
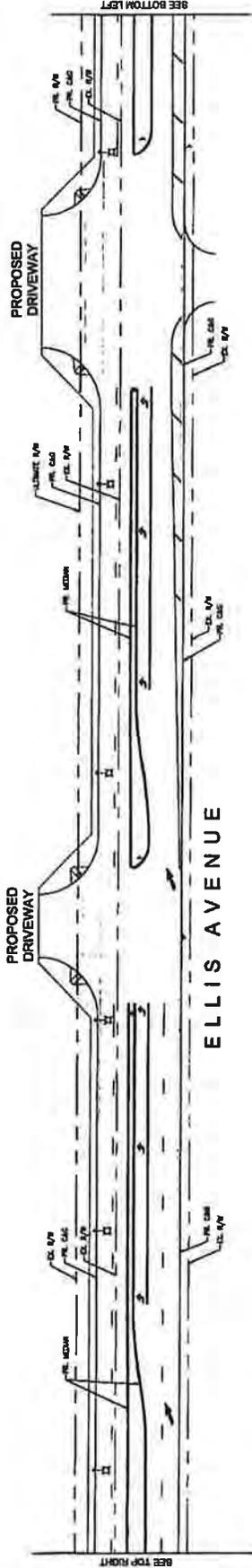
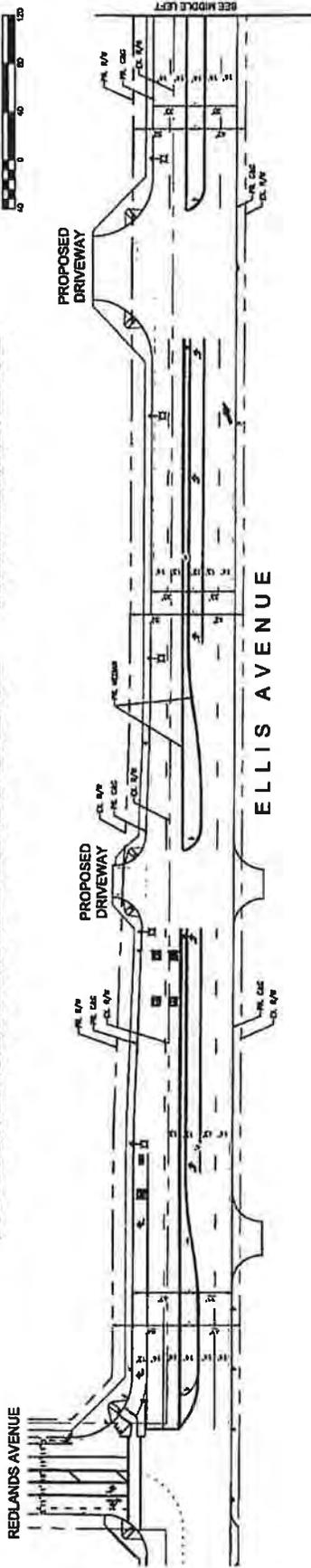
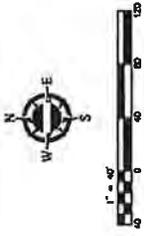
Prior to the issuance of ~~third second~~ final occupancy permit, the interchange at I-215 / Case / Mapes Road shall be improved with interim lane configuration as described in the traffic study and shown in concept on Exhibit "D", or as approved by City Engineer and Caltrans. The improvements shall be signalized to improve safety, minimize congestion, and accommodate additional traffic generated by the proposed buildings. Additionally, the developer shall pay \$1.5 Million to the City as its fair share contribution to the ultimate I-215/Case/Mapes Interchange improvements or community amenities as approved by City Council.



Stuart E. McKibbin
City Engineer

EXHIBIT A

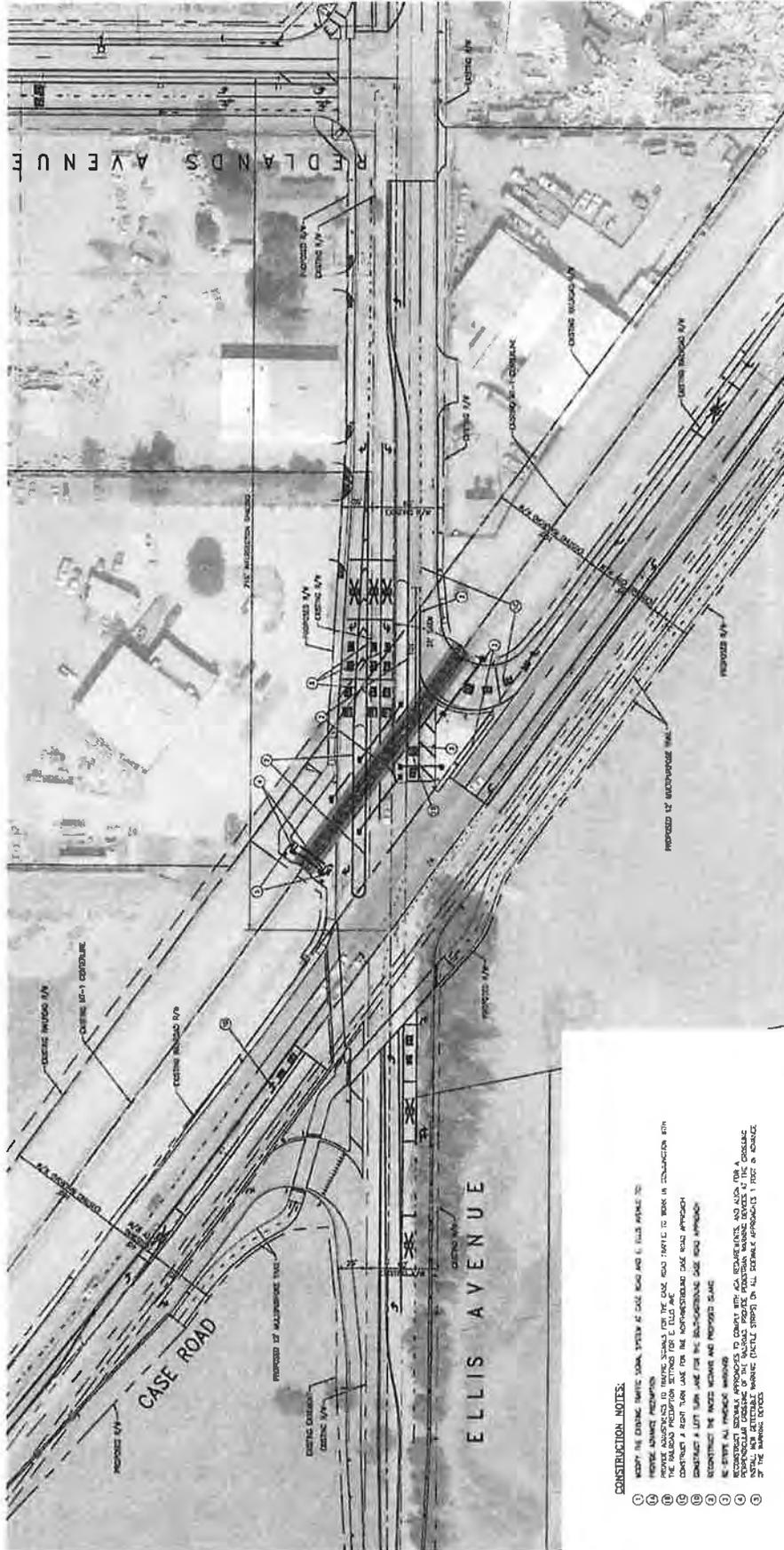
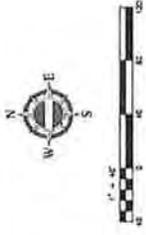
**CITY OF PERRIS
ELLIS AVENUE FROM REDLANDS AVENUE TO MURRIETA AVENUE**



JUNE 08, 2021

ALL RIGHTS RESERVED
WEBB
CIVIL ENGINEERING
10000 W. 15th Street
P.O. Box 1000
Perris, CA 92407
TEL: (951) 238-1134
FAX: (951) 238-1134
www.webbce.com
LIC. NO. 50000

EXHIBIT B
CITY OF PERRIS
AT-GRADE CROSSING GEOMETRIC EXHIBIT
CASE ROAD & ELLIS AVENUE



CONSTRUCTION NOTES:

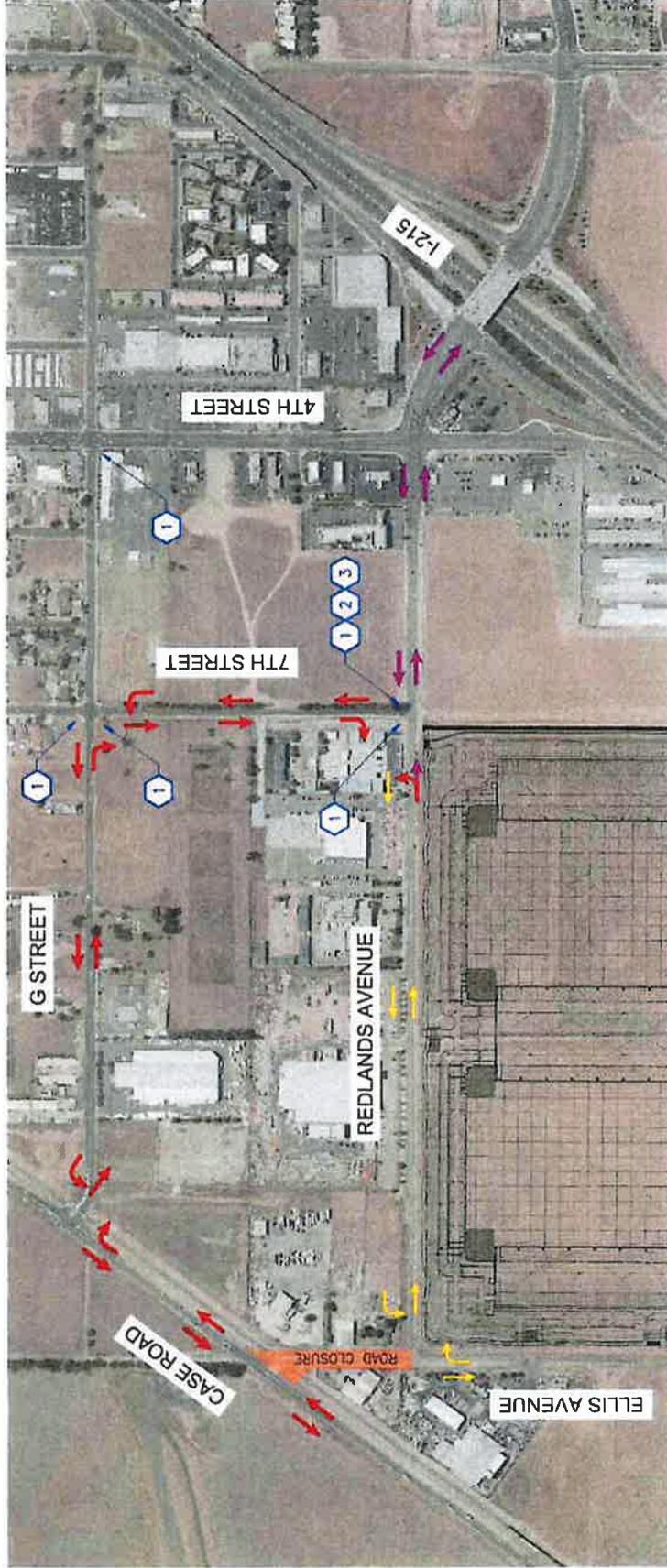
- 1) VERIFY THE EXISTING UTILITY MARKING SYSTEM AT CASE ROAD AND ELLIS AVENUE TO
- 2) VERIFY UTILITY DEPT. RECORDS.
- 3) PROVIDE ADDITIONAL TO BEING SIGNALS FOR THE CASE ROAD TRAFFIC TO BEAK IN CONSTRUCTION WITH
- 4) THE EXISTING PRESCRIPTION SIGN FOR E. ELLIS AVE.
- 5) CONSTRUCT A SIGN TURN LANE FOR THE NON-TRUCKING CASE ROAD APPROACH.
- 6) CONSTRUCT A LEFT TURN LANE FOR THE SUB-GRADING CASE ROAD APPROACH.
- 7) RECONSTRUCT THE ROAD SHOULDERS AND PROPOSED GRADE.
- 8) RE-SET ALL EXISTING SIGNAGE.
- 9) PROVIDE ADDITIONAL TO BEING SIGNALS TO CORRECT ANY AS REQUIRED AND ALSO FOR A
- 10) ADDITIONAL CONSTRUCTION OF THE UTILITY DEPT. RECORDS AND RECORDS AT THE CROSSING.
- 11) VERIFY THE EXISTING UTILITY MARKING SYSTEM IN ALL BEARING APPROACHES 1 YEAR IN ADVANCE
- 12) OF THE MARKING NOTES.


 WELB
 WILSON ENGINEERING & LANDSCAPE ARCHITECTS
 1000 W. 10TH STREET
 PERRIS, CA 92404
 TEL: (951) 796-1754
 FAX: (951) 796-1754

JUN 08, 2021

EXHIBIT C

**CITY OF PERRIS
PASSENGER CAR AND TRUCK DETOUR MAP FOR
ELLIS AVENUE AND CASE ROAD RAILROAD CROSSING IMPROVEMENTS**



SIGN LEGEND

- ALL VEHICLES DETOUR
- PASSENGER CAR DETOUR
- TRUCK DETOUR

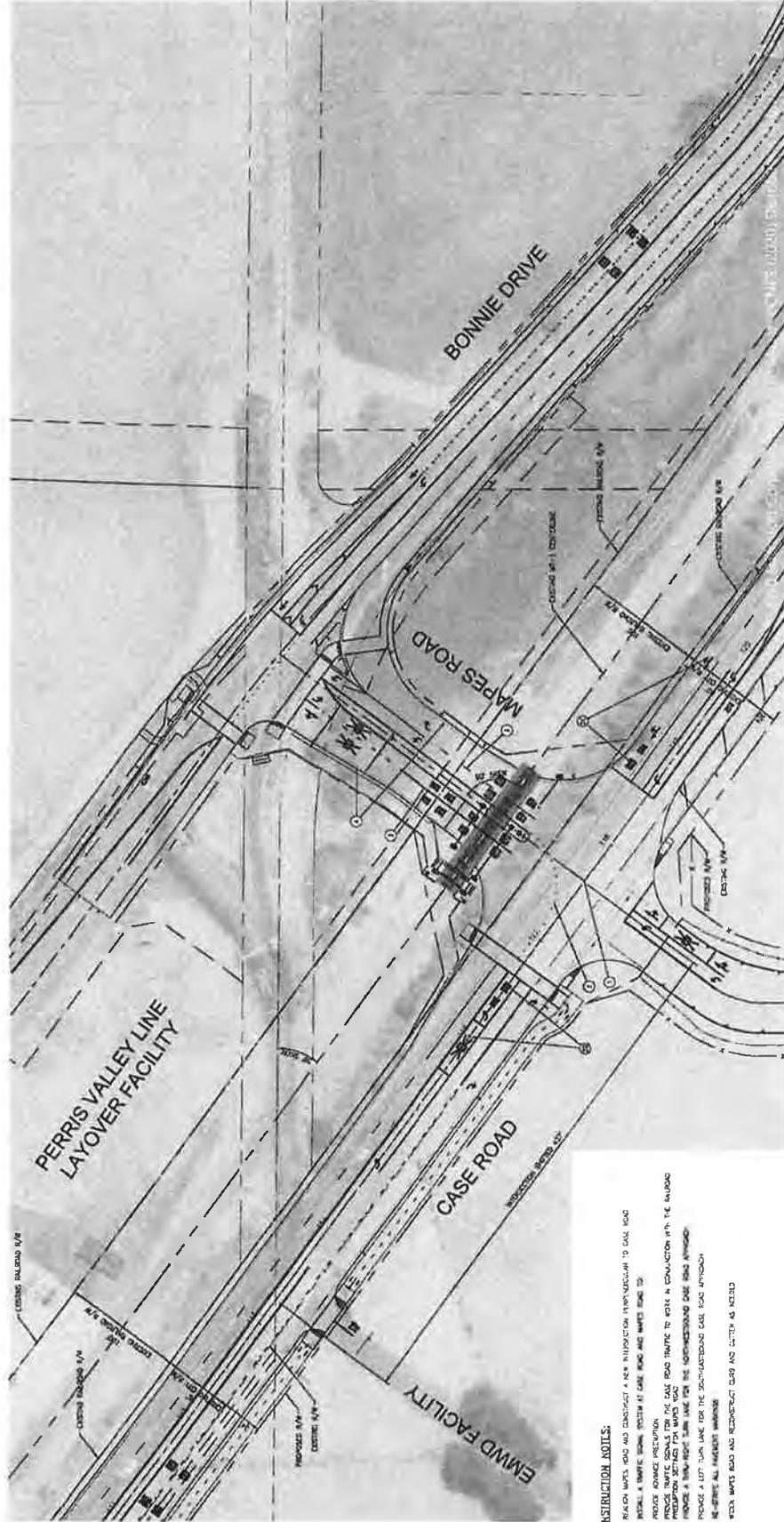
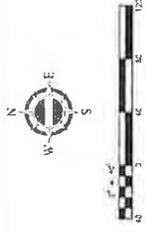
NOTES

- RIGHT-OF-WAY RESTRICTION
- SCE POWER POLE
- TREES

JUNE 08, 2021

WEBB
 CONSULTING ENGINEERS
 1000 WEST 10TH AVENUE
 P.O. BOX 1000
 PERRIS, CA 92408
 TEL: (951) 798-1300
 FAX: (951) 798-1304

EXHIBIT D
CITY OF PERRIS
AT-GRADE CROSSING GEOMETRIC EXHIBIT
CASE ROAD & MAPES ROAD



CONSTRUCTION NOTES:

1. RELOCATE MAPES ROAD AND RECONSTRUCT CURB AND GUTTER AS NEEDED
2. RELOCATE MAPES ROAD AND RECONSTRUCT CURB AND GUTTER AS NEEDED
3. RELOCATE MAPES ROAD AND RECONSTRUCT CURB AND GUTTER AS NEEDED
4. RELOCATE MAPES ROAD AND RECONSTRUCT CURB AND GUTTER AS NEEDED
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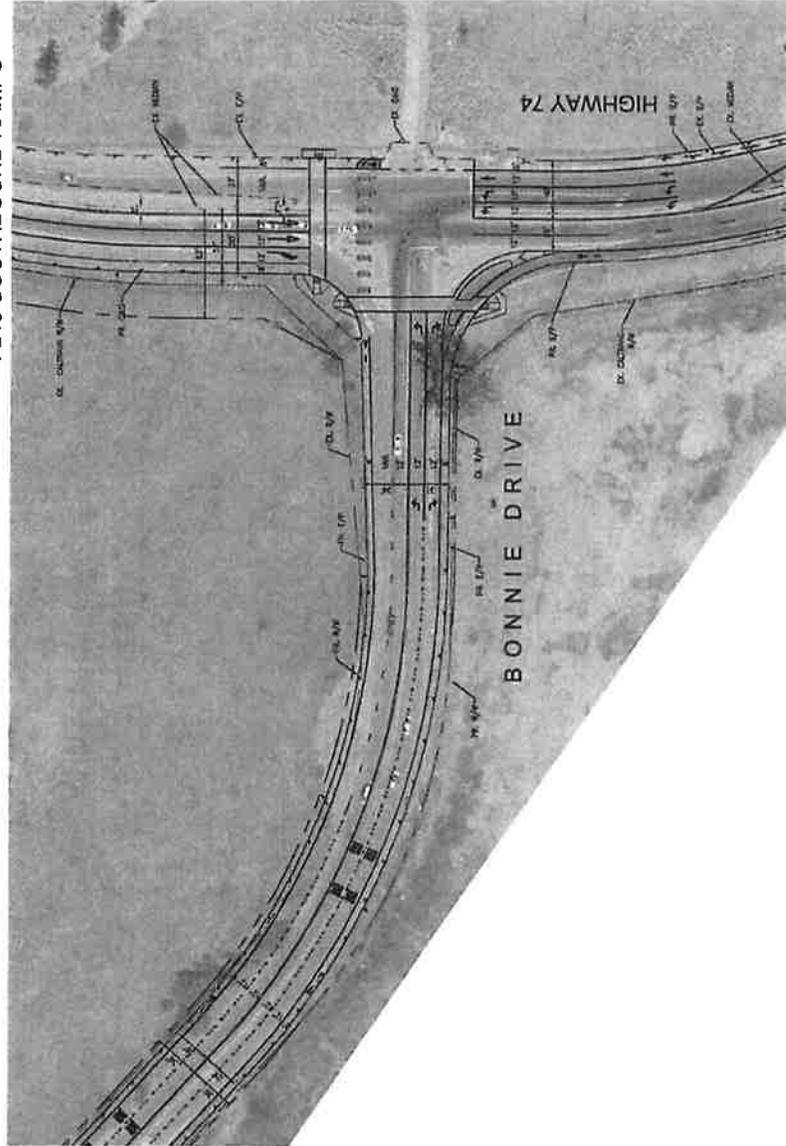
JUN 08, 2021

WEBB
 CIVIL ENGINEERING
 10000 W. 15th Street
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 P.O. Box 100
 Perris, CA 92570
 (951) 798-1234

10/21

EXHIBIT E
CITY OF PERRIS
SIGNING & STRIPING EXHIBIT
I-215 SOUTHBOUND RAMP/HIGHWAY 74

I-215 SOUTHBOUND RAMP



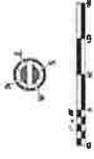
JUNE 08, 2021

DATE PLOTTED: 06/08/2021
DRAWN BY: J. L. BROWN
CHECKED BY: J. L. BROWN
SCALE: AS SHOWN
PROJECT: I-215 SOUTHBOUND RAMP/HIGHWAY 74
SHEET: 10 OF 10

WEBB
ENGINEERS & ARCHITECTS, INC.
10000 BAYVIEW BLVD., SUITE 100
DALLAS, TEXAS 75244
TEL: 972-242-1234
FAX: 972-242-1235
WWW.WEBB-ENR.COM

EXHIBIT G

**CITY OF PERRIS
TEMP. TRAFFIC CONTROL EXHIBIT
CASE ROAD ULTIMATE IMPROVEMENTS**



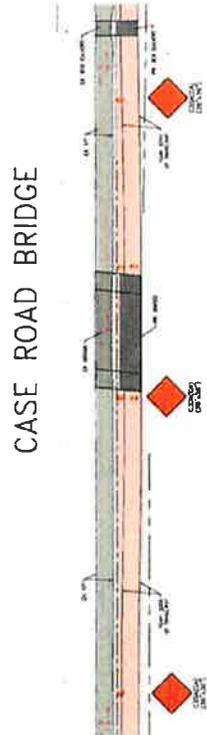
STAGE 1 - CONSTRUCT WESTSIDE ROAD



STAGE 2 - CONSTRUCT EASTSIDE ROAD



STAGE 3 - CONSTRUCT WESTSIDE BRIDGE



STAGE 4 - CONSTRUCT EASTSIDE BRIDGE

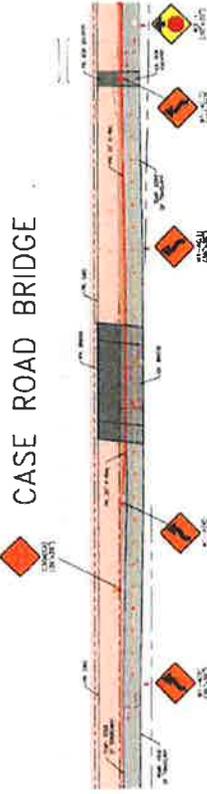
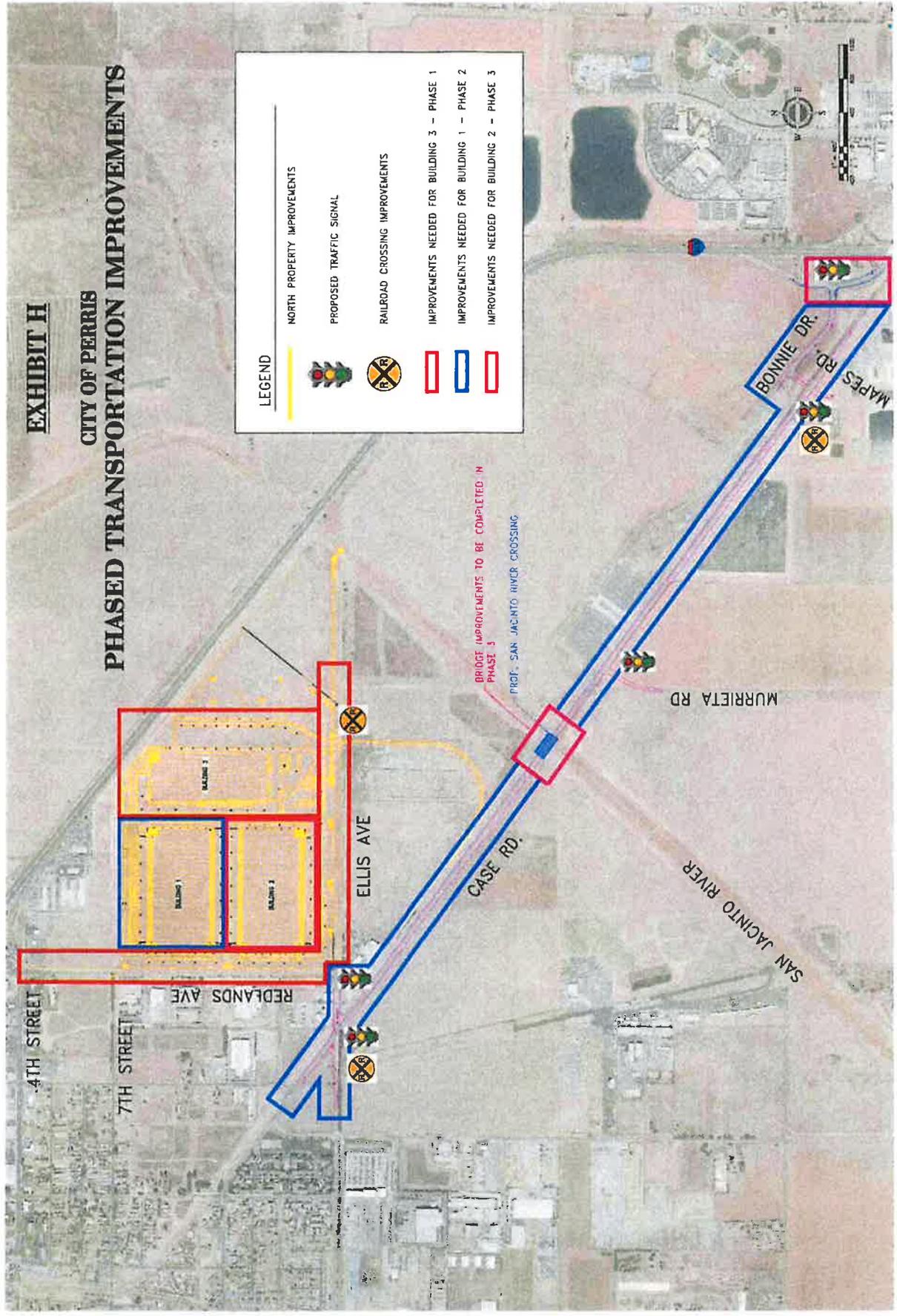


EXHIBIT H

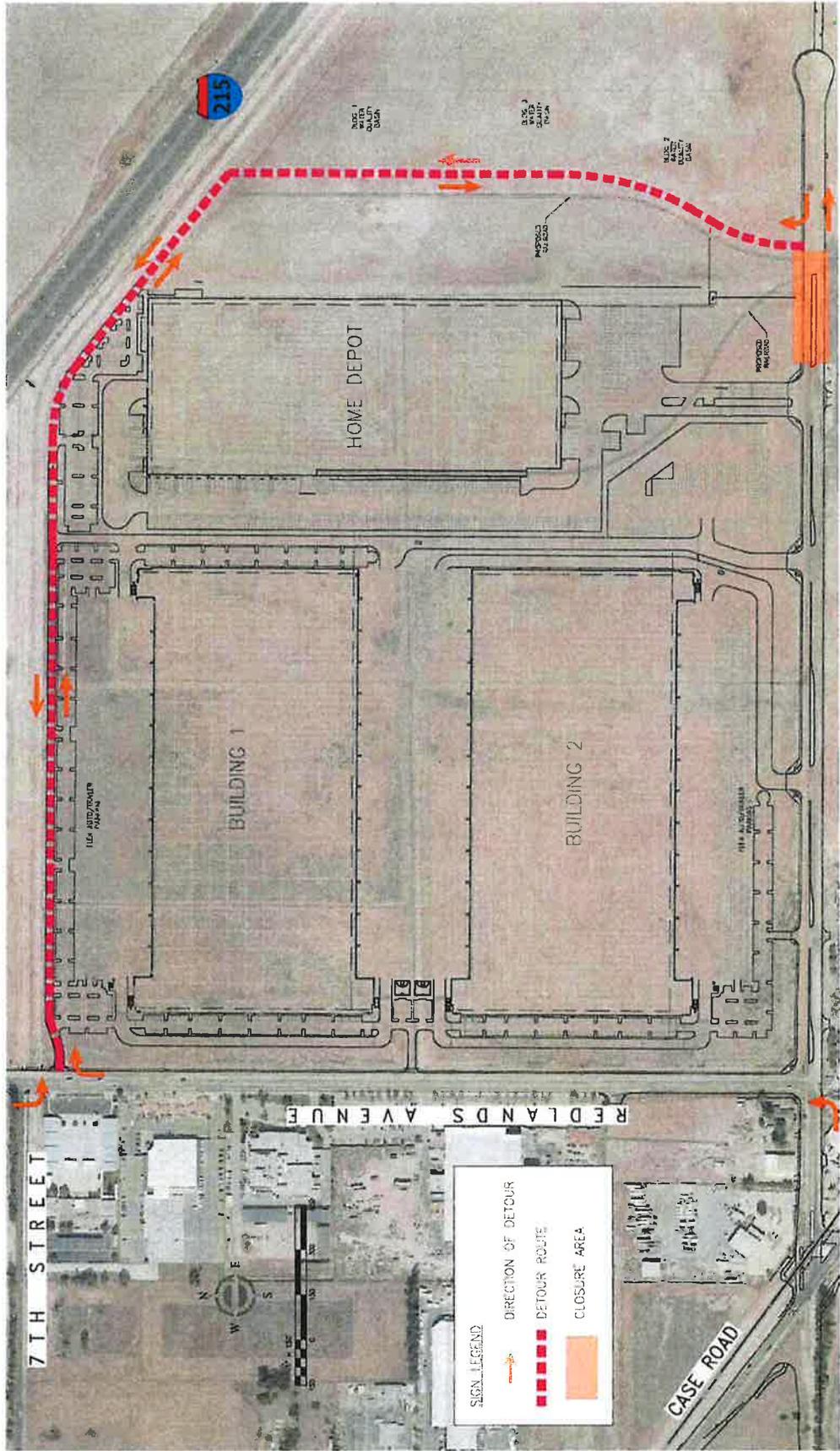
CITY OF PERRIS PHASED TRANSPORTATION IMPROVEMENTS



LEGEND

- NORTH PROPERTY IMPROVEMENTS
- PROPOSED TRAFFIC SIGNAL
- RAILROAD CROSSING IMPROVEMENTS
- IMPROVEMENTS NEEDED FOR BUILDING 3 - PHASE 1
- IMPROVEMENTS NEEDED FOR BUILDING 2 - PHASE 2
- IMPROVEMENTS NEEDED FOR BUILDING 2 - PHASE 3

EXHIBIT I
CITY OF PERRIS
TRAFFIC DETOUR FOR ELLIS AVENUE RAILROAD CROSSING CLOSURE



SIGN LEGEND

-  DIRECTION OF DETOUR
-  DETOUR ROUTE
-  CLOSURE AREA

ELLIS AVENUE

DATE: 06/01/2021
WEBB
 ENGINEERING
 LICENSED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 NO. 10001
 STATE OF CALIFORNIA



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

Engineering Administration

. NPDES .

Special Districts (Lighting, Landscape, Flood Control)

MEMORANDUM

Date: May 10, 2021

To: Cathy Perring, Project Planner

From: Michael Morales, CIP Manager

By: Chris Baldino, Park Inspector

Subject: MJMOD #20-05166 TPM 37998– Conditions of Approval

Proposal to reconfigure parcels within TPM 37998 and increase the size of two speculative industrial warehouse buildings to a total of 2,010,820 s.f., and reduce the size of the third building (Home Depot Building), to a total of 839,527 s.f.; and revise parking, landscaping, ingress/egress. The project is located at the N/E corner of Ellis Avenue and Redlands Ave.

-
1. **Dedication and Landscape Maintenance Easement.** Offer of Dedication and/or Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Redlands Avenue**—Provide offer of dedication as needed to provide for full half width Street (47' half-width), painted median, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway from face of curb.
 - **Ultimate Right-of-Way Ellis Avenue Dedication**- Provide offer of dedication as needed to provide for full half width Street (64' half-width), raised median, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 17' public parkway from face of curb.
 - **Ellis Avenue Interim Improvements**—Provide improvements within a 47' half width from centerline that falls within the full (64' half-width) offer of dedication. The improvements required shall provide for an interim full half width Street (47' half-width), raised median, curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 12' public parkway from face of curb.
 - **Ellis Avenue Median**- Provide a 14' wide raised landscape median fronting the project and extending east along Ellis Street as determined by the City Engineer's Office.
 - **Intersection of Redlands Ave. and Ellis Avenue Interim Improvements**- Provide improvements within a 30' wide (from face of curb) visually enhanced corner cut-back area, within the full (64' half-width) offer of dedication.
 - **Case Road (I-215 to Ellis Avenue) Improvements**- Provide offer of dedication as needed to provide for full half width Street (47' half-width), including painted median, curb gutter, and earthen channel, per City General Plan, including minimum 15' public parkway from face of curb.

 2. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and

irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "LMD Off-site Landscape Plan PM 37998" and shall be mutually exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

- a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Redlands Avenue**- Tree Primary: Platanus Acerfolia-London Plan Tree; Secondary (accent tree): Olea Europaea-Olive Tree. Use drought resistant shrubs and ground cover, including but not limited to the following Lilly of the Nile (Agapanthus Africanus), Hesperaloe parviflora-Red Yucca, Kniphofia-Red Hot Poker, Diets Bi-color/Fortnight Lily, Lantana Camara Patriot Rainbow/Compact Lantana, Lantana x 'New Gold'/New Gold Lantana, Rosmarinus officinalis-Rosemary
 - **Ellis Avenue Interim Improvements**-Tree Primary: Koelreuteria bipinnata-Chinese Flame Tree; Secondary (accent tree): Olea Europaea-Olive Tree. Use drought resistant shrubs and ground cover, including but not limited to the following Lilly of the Nile (Agapanthus Africanus), Hesperaloe parviflora-Red Yucca, Kniphofia-Red Hot Poker, Diets Bi-color/Fortnight Lily, Lantana Camara Patriot Rainbow/Compact Lantana, Lantana x 'New Gold'/New Gold Lantana, Rosmarinus officinalis-Rosemary
 - **Ellis Avenue Median**- Tree Primary: Koelreuteria bipinnata-Chinese Flame Tree; Secondary (accent tree): Olea Europaea-Olive Tree. Use drought resistant shrubs and ground cover, including but not limited to the following Lilly of the Nile (Agapanthus Africanus), Hesperaloe parviflora-Red Yucca, Kniphofia-Red Hot Poker, Diets Bi-color/Fortnight Lily, Lantana x 'New Gold'/New Gold Lantana, Rosmarinus officinalis-Rosemary.
 - **Intersection of Redlands Ave. and Ellis Avenue Interim Improvements**-Visual enhancement may include but shall not be limited to a three tier masonry planter with stucco fascia in crescent shape to scale of setback. Install trees in a semi-circle or crescent shape on the upper level, with two levels of drought tolerant shrubs in mid- and foreground planters.
 - **Case Road (I-215 to Ellis Avenue) Improvements**- Provide an earthen channel along roadway south of centerline, as determined by City Engineer Department.
- b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, backflow Wilkens Model 375 (or equal), flow sensor Creative Sensor Technology FS1-T15-001 or Data Industrial or equal. Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such

as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. Parkway and Median shall require separate meters. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). Parkway and Median shall require separate controllers. All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
- i. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- j. **Concrete Maintenance Band at Medians and Mortar Cobbled Turn Lane**-Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobbled creek

bed, round stone sized 6" and 12".

- k. **Community Walls-** New perimeter walls shall be treated with Vitrocem anti-graffiti coating (or equal).
3. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 956-2120 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**— On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.
4. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.
5. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:

- a. Street Lighting**-If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photo-copy of Traffic Signal as-built plans and timing sheets.
- 6. Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:

 - **Storm Drain Screens**-If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections**- The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts**-Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County

Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

7. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
8. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project.
 - **Consent and Waiver for Landscape Maintenance District No. 1** -New off-site parkway landscape, earthen channel, proposed by the project.
 - **Petition for Flood Control Maintenance District No. 1** -For Off-site Flood Control Facilities proposed by the project.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #200
Temecula, CA 92590
 - a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.

- iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

January 14, 2021

City of Perris
Attn: Mary Blais
135 N. D Street
Perris, CA 92570-2200

Subject: Development Plan Review; Home Depot MM 20-05166

As requested, a review of the subject property was completed. Apply the following conditions:

1. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
2. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4,000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized
3. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
4. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
5. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
6. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
7. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.

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

8. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
9. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
10. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven feet above the finished surfaced and near the main entrance door.
11. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsection. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis Grubb, CFPE



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: July 20, 2021
To: Cathy Perring, Project Planner
From: Sabrina Chavez, Director of Community Services
Cc: Arcenio Ramirez, Community Services Manager
Josh Estrada, Parks Coordinator
Jessica Galloway, Project Coordinator
Subject: MM#20-05166 to MM#19-05332 – Conditions of Approval
Applicant: IDI Logistics, Inc.

Community Services Staff reviewed Major Modification #20-05166 to IDI South Major Modification #19-05332; TPM 19-05332 and offer the following Conditions of Approval:

Trails and Connectivity

Bicycle Lanes

1. Developer shall refer to City of Perris Engineer's Conditions to provide a Buffered Bike Lane (Class IIB) Bikeway on Redlands Avenue, recommended per the Active Transportation Plan.

Development Impact Fees

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

Special Districts

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

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

Planning Case File No(s): Minor Modification 20-05166 to MM #19-05332

Case Planner: Cathy Perring – 951-943-5003

Applicant: IDI Logistics Inc

Location: North side of Ellis Ave. South of 7th Street, East of Redlands Ave and West of I-215

Project: A PROPOSAL TO reconfigure parcels, increase the size of the two speculative warehouse buildings and reduce the size of the Home Depot building with additional changes to the other structures

APN(s): 310-170-006, 007, 008 and 310-220-050

Reviewed By: DAVID J. MARTINEZ, CBO

Date: 1-13-2021

Following Standard Building & Safety Conditions of Approval
Are Applicable to This Project:

BUILDING & SAFETY

GENERAL CONDITIONS

1. Shall comply with the latest adopted editions of the following State of California codes and Regulations and Federal ADA Regulations as applicable:

- A. 2019 California Building Code
- B. 2019 California Electrical Code
- C. 2019 California Mechanical Code
- D. 2019 California Plumbing Code
- E. 2019 California Energy Code.
- F. 2019 California Fire Code
- G. 2019 California Green Building Standards Code.
- H. 2019 Title 24 Access regulations and Federal ADA Compliance

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

14. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:

1. Automatic fire suppression systems shall be installed in all new construction when the gross area of the building exceeds 3,500 sf. or more than two-story high per Title 16 of the City of Perris Code of Ordinances.
2. All exterior lighting shall be orientated, directed, and/or shielded as much as possible so that direct illumination does not infringe onto adjoining properties.
3. Provide proper Fire Access to the site and for the proposed buildings. There appears to be only one way in and one way out with a partial exit on Redlands Ave.
4. A Knox Box will be required at the front entrance to the buildings and on all gates leading to the buildings and property.
5. Some of the existing parcels will have to be consolidated prior to the issuance of building permits depending on the final design for the structures

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off
 - F. Submit the Fire Sprinkler plans for review and approval.

Specific Conditions:

- A) All work to commercial including modifications to structure and work associated with interior and exterior remodel of the building will require ADA, Building and Fire Review prior to the issuance of any permits.
- B) The 2019 California Codes will require Electric Vehicle Charging Stations. You will be required to comply and install the EV charging stations per the code.

SPECIFIC FIRE CONDITIONS: To Be provided by Dennis Grubb & ASSOCIATES



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** September 12, 2023
- SUBJECT:** Final Tract Map 36647 (FTM 22-05178) – Final approval of Tentative Tract Map No. 36647 to subdivide 54.8 acres into 90 single-family residential lots, lettered lots A and B, and a 30.7-acre detention basin, located at the northwest corner of Ramona Expressway and Evans Road. Applicant: Matt Matson, Pulte Group Home Company LLC.
- REQUESTED ACTION:** Approve the Subdivision Improvement Agreement (SIA) and sureties for Final Tract Map No. 36647 as approved by the City Attorney, and authorize the City Manager to execute agreements; and
- Approve Final Tract Map No. 36647 and authorize the Mayor to sign the subdivision map.
- CONTACT:** Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On September 29, 2020, the City Council approved Tentative Tract Map 16-05216 (TTM 36647) to subdivide 54.8 acres into 90 single-family residential lots, lettered lots A and B for storm drain easement and a 30.7-acre detention basin located at the northwest corner of Ramona Expressway and Evans Road, subject to conditions of approval.

The applicant is currently completing the construction of the 270 lot residential subdivision (TTM 36648) located adjacent to the project site to the north. Given the successful home sales, approval of Final Tract Map 36647 would allow the applicant to continue construction of the home product in this subdivision, as it was envisioned to be an extension of the residential subdivision to the north.

The applicant has entered into Subdivision Improvement Agreement (SIA) to guarantee the construction of the required improvements and has submitted Improvement Agreements, which the City Attorney has approved. All costs for improvements will be the responsibility of the developer. Furthermore, the Final Map complies in all respects with the provisions of the Subdivision Map Act and applicable municipal ordinances.

Development Services, Engineering, and Community Services Departments have determined the applicant has satisfied all conditions of approval required for final map approval and recordation. The tract is substantially consistent with the Tentative Tract Map approved by the City Council on September 29, 2020. Therefore, the City Engineer recommends approval of the Final Tract Map.

RECOMMENDATION:

That the City Council approve Final Tract Map No. 36647, as all Planning and Engineering conditions of approval have been satisfied, and City Department clearances have been obtained.

BUDGET (or FISCAL) IMPACT: The cost for processing of this application is borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

City Attorney: _____
Assistant City Manager: MB
Deputy City Manager: ER

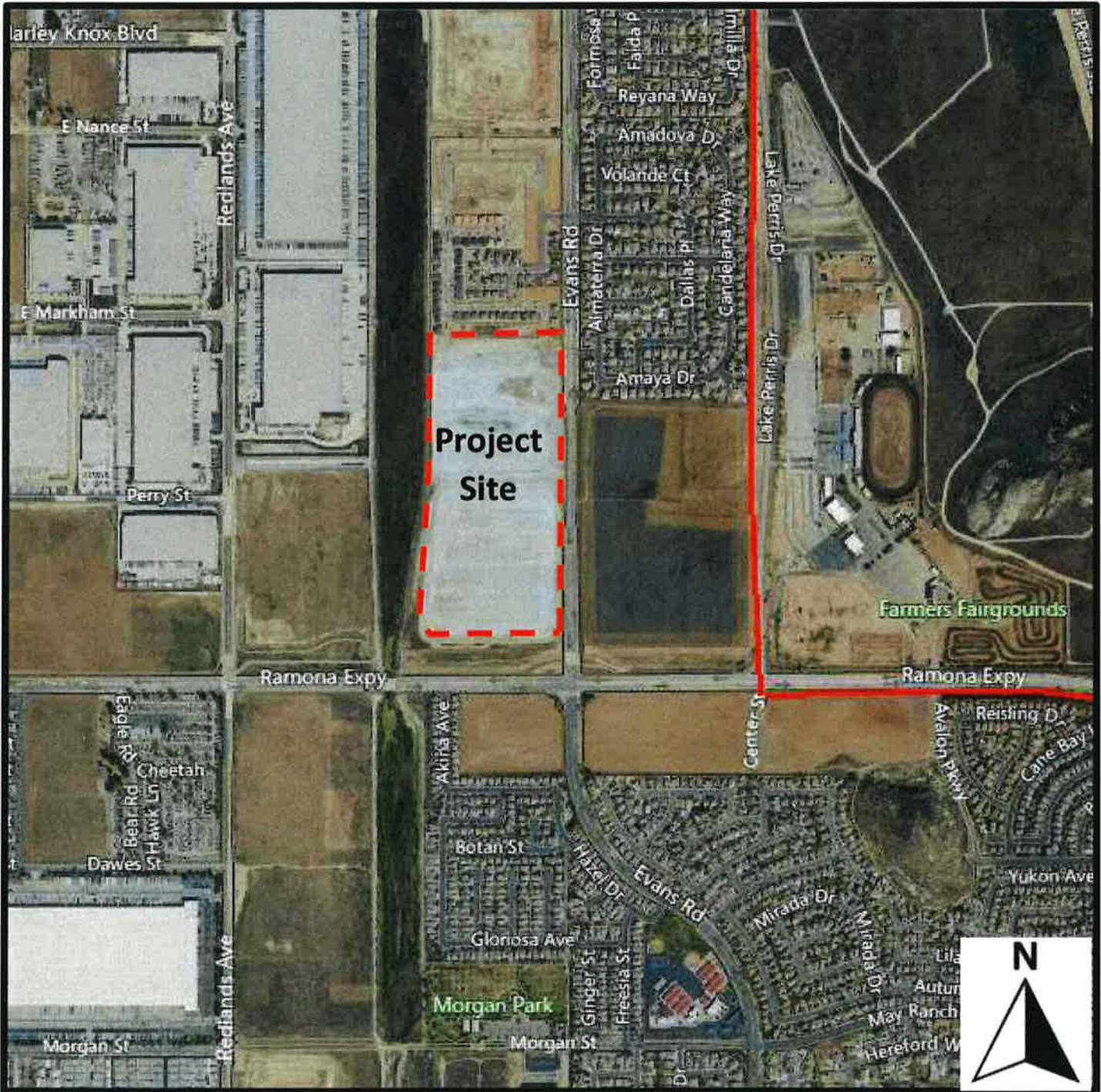
Attachments:

1. Vicinity Map
2. Final Tract Map No. 36647
3. Subdivision Improvement Agreement for Final Tract Map No. 36647
4. Conditions of Approval (Planning, Engineering, Public Works, Building & Safety, and Community Services – For Informational Purpose)

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

ATTACHMENT 1

Vicinity Map



Marley Knox Blvd

E Nance St

Redlands Ave

E Markham St

Perry St

Project Site

Evans Rd

Formosa
Faldia P
Reyana Way
Amadova Dr
Volande Ct
Almaterra Dr
Dallas Pl
Candelaria Way

Lake Perris Dr

Lake Perris Dr

Farmers Fairgrounds

Ramona Expy

Ramona Expy

Eagle Rd
Cheetah
Hawk Ln
Dawes St

Akira Ave

Center St

Alonah Dr

Reising Dr
Cane Bay

Botan St

Hazel Dr

Evans Rd

Mirada Dr

Yukon Ave

Gloriosa Ave

Ginger St

Fresia St

Milpeta Dr

Lila

Autur

May Ranch

Hereford W

Morgan St

Redlands Ave

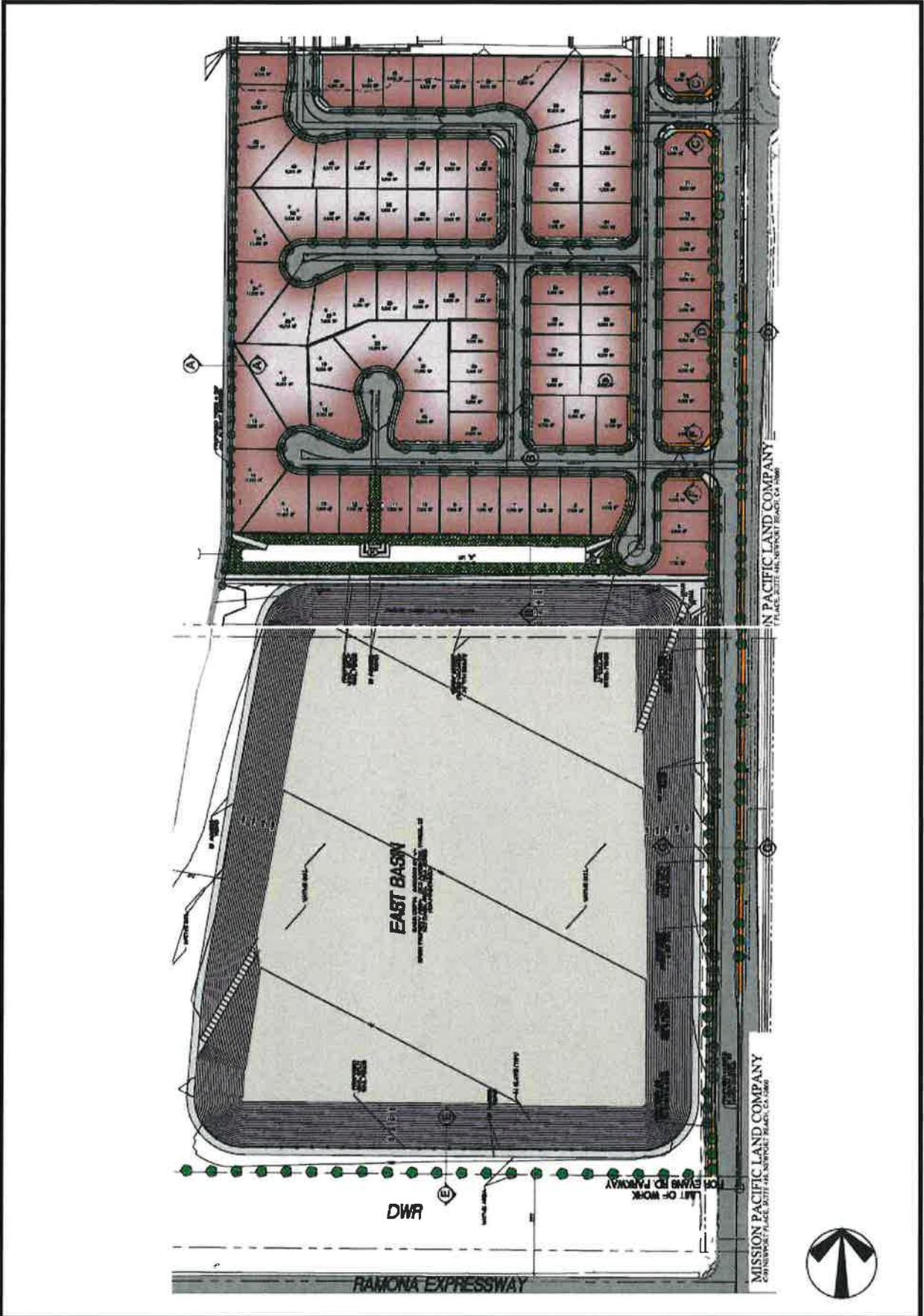
Morgan Park

Morgan St



ATTACHMENT 2
Final Tract Map No. 36647

TRACT MAP 36647



GRS AREA-54.50 Acres
NET AREA-45.51 Acres
NUMBER OF LOTS-83
LETTERED LOTS-11

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

TRACT NO. 36647

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON AND THAT THE INTERESTS WE DESIRE TO PASS BY CLEAR TITLE TO THE PERSONS AND ENTITIES NAMED IN THIS INSTRUMENT ARE OURS AND THAT WE CONSENT TO THE SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-046254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 98 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

REDEVELOPER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023,
AT _____ M. IN BOOK _____ OF MAPS,
OF THE CLERK OF THE BOARD
NO. _____
PERRY ALDAMA, ASSESSOR-
COUNTY CLERK-REDEVELOPER
BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE CO.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 543 AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP. I HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.



DATE: _____, 2023
THOMAS M. CASELDINE, L.S. 9029

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 543 AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.



DATE: _____, 2023.

GABRIEL D. YARRA L.S. 4343 EXP. 06-30-2024
FOR JAHANVAR POURRAZMI, R.C.E., 78008,
EXP. 09-30-2023
INTERIM CITY ENGINEER

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AN INSTRUMENT OF CASH DEPOSIT satisfactory to the CITY COUNCIL OF THE CITY OF PERRIS GUARANTEEING THE CONSTRUCTION OF REQUIRED STREET IMPROVEMENTS AND MAINTENANCE HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.

DATE _____
NANCY SALAZAR
CITY CLERK OF THE CITY OF PERRIS

CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREIN OF LOTS "A" THROUGH "K", INCLUSIVE, FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH THE CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG LOT "K" (EVANS ROAD) FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

THE EVIDENCE FOR LANDSCAPE AND MAINTENANCE PURPOSES, AS SHOWN HEREON, ARE HEREBY ACCEPTED AS PART OF LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS.
THE EVIDENCE FOR OPEN SPACE, DRAINAGE AND WATER QUALITY BASIN PURPOSES, AS SHOWN HEREON, ARE HEREBY ACCEPTED AS A PART OF LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS.
THE EVIDENCE FOR OPEN SPACE AND DRAINAGE PURPOSES, AS SHOWN HEREON, ARE HEREBY ACCEPTED AS A PART OF LANDSCAPE MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS.

DATE _____
MICHAEL M VARGAS
MAYOR OF THE CITY OF PERRIS

DATE _____
ATTEST: _____
CITY CLERK

SEE SHEET NO. 2 FOR SIGNATURE OMISSIONS
SEC. 5, T.4 S., R.3 W., S.B.M.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS, INCLUDING SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOR A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ _____.

DATE: _____, 2023.
MATTHEW JENKINGS, COUNTY TAX COLLECTOR
BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ _____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY REDEVELOPER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 2023.
CASH TAX OR SURETY BOND
MATTHEW JENKINGS
COUNTY TAX COLLECTOR
BY: _____, DEPUTY

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66354 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDED OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF PERRY STREET AS DEDICATED ON THE MAP OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10 OF MAPS, AT PAGE 98, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BOUNDARY OF THIS TRACT MAP

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE SIGNER OF THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF OFFICER _____ PRINTED NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: OPEN SPACE, DRAINAGE AND WATER QUALITY BASIN PURPOSES.

THIS MAP, THROUGH "K", INCLUSIVE, THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "K" (EVANS ROAD), THE OWNERS OF LOTS 1 THROUGH 3 INCLUSIVE, LOTS 66 THROUGH 79, INCLUSIVE, AND LOTS 81 AND 83 ABUTTING THIS HIGHWAY AND LOTS 18, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SHALL GRANT TO THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIGHTS OF TRAVEL AND EGRESS, INCLUDING THE RIGHT TO ACCESS, PREPARE, AND MAINTAIN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART WANTED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE AND MAINTENANCE EASEMENTS LYING WITHIN LOTS 3, 4, 69, 70, 78 AND 80. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

OPEN SPACE, DRAINAGE AND WATER QUALITY BASIN EASEMENTS LYING WITHIN LOT 81 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE, DRAINAGE AND WATER QUALITY PURPOSES.

OPEN SPACE AND DRAINAGE EASEMENTS, OVER LOT 92 AS SHOWN HEREON. THE DEDICATION IS FOR OPEN SPACE AND DRAINAGE PURPOSES.

WE HEREBY RETAIN THE EASEMENTS INDICATED AS "PRIVATE LANDSCAPE EASEMENTS" LYING WITHIN LOTS 18, 21, 22, 23, 24, 53, 63, 64, 82, 88, AND 87 AS SHOWN HEREON, FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

PULTE HOME COMPANY, LLC,
A MICHIGAN LIMITED LIABILITY COMPANY
BY: _____
DANREN WARREN
DIVISION MANAGER
LAND ACQUISITION & DEVELOPMENT

STRAITFORD RANCH INVESTORS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ESA STRAUFORD PARTNERS, L.P.,
A LIMITED LIABILITY PARTNERSHIP
ITS MANAGING MEMBER

BY: _____
JOHN K. ABEL
AUTHORIZED SIGNER

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE SIGNER OF THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____
COUNTY OF _____
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF OFFICER _____ PRINTED NAME _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

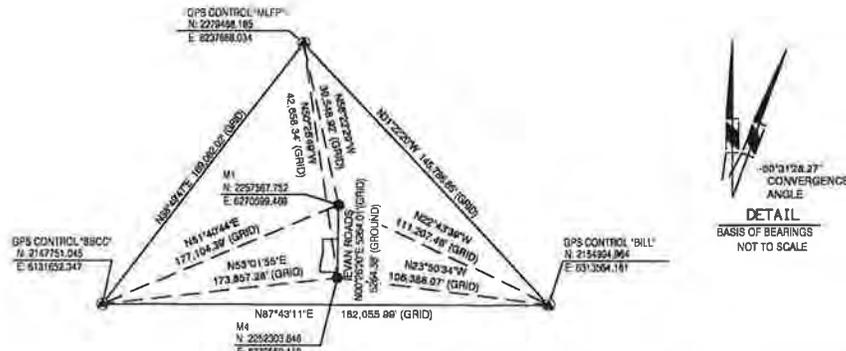
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/28/2018 AS INSTRUMENT NO. 2018-0488254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

KWC ENGINEERS JANUARY 2022



SURVEYOR'S NOTES:

- TRACT NO.36647 CONTAINS 93 NUMBERED LOTS AND LETTERED LOTS 'A' THROUGH 'K', INCLUSIVE
 - TRACT NO. 36647 CONTAINS 54.30 ACRES GROSS.
 - 1 ○ INDICATES SET 1" IP TAGGED 'LS 9029', FLUSH, (RIV CO STD 'A' MON).
 - 2 ● INDICATES FOUND MONUMENTS UNLESS OTHERWISE NOTED.
 - 3 SET NAIL AND TAG 'LS 9029' (RIV CO STD 'E' MON) IN TOP OF CURB ON SIDE LOT LINE PROJECTED IN LIEU OF FRONT LOT CORNERS AT AN OFFSET DISTANCE OF 8.75' FROM LOT CORNER FOR 10' PARKWAY, UNLESS OTHERWISE NOTED.
 - 4 SET NAIL AND TAG 'LS 9029' (RIV CO STD 'E' MON) IN TOP OF CURB ON RADIAL LINE FOR EGS & BCS AND AT CORNER CUTBACKS IN LIEU OF FRONT LOT CORNERS AT AN OFFSET DISTANCE OF 9.75' FROM SAID LOT CORNER, UNLESS OTHERWISE NOTED.
 - 5 SET 1" IP & TAG 'LS 9029', FLUSH, (RIV CO STD 'A' MON) AT REAR LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, UNLESS OTHERWISE NOTED
 - 6 SET NAIL AND TAG 'LS 9029' ON TOP OF REAR BLOCK WALL IN LIEU OF 1" IP, AT REAR CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST
 - 7 { } INDICATES RECORD OR CALCULATED DATA PER TRACT NO. 36649-1, M.B. 48084-47, UNLESS OTHERWISE NOTED.
 - 8 R1 INDICATES RECORD DATA PER LIA NO. 18-05074, REC. 11-29-2018 AS INST. NO. 2018-0488254, O.R.
 - 9. R2 INDICATES RECORD DATA PER R S 129/85-93
 - 10 R3 INDICATES RECORD DATA PER GRANT DEED REC. 05-24-2017 AS INST. NO. 2017 0208311, O R
 - 11. R4 INDICATES RECORD DATA PER TRACT NO. 32708, M.B. 8, 411/1-7.
 - 12. R5 INDICATES RECORD DATA PER INSTRUMENT NO. 2023-0152885, RECORDED 05/30/2023, O R
 - 13 [] INDICATES RESTRICTED ACCESS RIGHTS DEDICATED HEREON
 - 14 (R) INDICATES RADIAL BEARING
- DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR INTERESTS HAVE BEEN OMITTED.

AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER INSTRUMENT RECORDED AUGUST 2, 1987 AS INSTRUMENT NO. 67236, RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO. 2008-0538003, RECORDED AUGUST 24, 1988 AS INSTRUMENT NO. 85830, RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO. 2008-0539004, RECORDED APRIL 19, 1987 AS INSTRUMENT NO. 35198, ALL OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY FOR PIPELINES AND INCIDENTAL PURPOSES PER INSTRUMENT RECORDED AUGUST 8, 1982 AS INSTRUMENT NO. 74657, RECORDED APRIL 30, 1982 AS INSTRUMENT NO. 39882, ALL OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF CITY OF PERRIS FOR PUBLIC STREET AND HIGHWAY PURPOSES PER INSTRUMENT RECORDED JANUARY 18, 2009 AS INSTRUMENT NO. 2008-0038149, RECORDED OCTOBER 12, 2021 AS INSTRUMENT NO. 2021-0601452, RECORDED, ALL OF OFFICIAL RECORDS.

AN EASEMENT IN FAVOR OF MIPAA, A CALIFORNIA AIRPORT AUTHORITY FOR AVIGATION AND INCIDENTAL PURPOSES PER INSTRUMENT RECORDED NOVEMBER 2, 2018 AS INSTRUMENT NO. 2018-0434089 OF OFFICIAL RECORDS

AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY FOR PUBLIC SERVICES AND INCIDENTAL PURPOSES PER INSTRUMENT RECORDED OCTOBER 14, 2020 AS INSTRUMENT NO. 2020-0482851 OF OFFICIAL RECORDS

AN EASEMENT IN FAVOR OF PUBLIC AS RESERVED FOR EGRESS AND INGRESS AND POLE LINE PURPOSES PER CORPORATE GRANT DEED RECORDED OCTOBER 6, 1923 IN BOOK 590 OF DEEDS, PAGE 484

INDICATES AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINE PURPOSES, RECORDED AUGUST 8, 1982 AS INSTRUMENT NO. 74657 OF OFFICIAL RECORDS

BASIS OF BEARINGS NOTE

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CGS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS 'BILL', 'SBCC' AND 'MLFP', NAD 83(NSRS2011) EPOCH 2010 00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99992098. CALCULATIONS ARE MADE AT A POINT DESCRIBED AS 1" LP, WITH ILLEGIBLE PLASTIC PLUG, FLUSH, SHOWN AS M3 ON SHEET 3 OF 6 WITH COORDINATES OF N: 2254856.184 E: 6270577.146, USING AN ELEVATION OF 1481.28.

NOTE:
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT MAP & MONUMENT NOTES.
SEE SHEET 4 FOR INDEX MAP

EASEMENT NOTES:

- 1 INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PURPOSES OF PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED AUGUST 2, 1987 AS INSTRUMENT NO. 67236 OF OFFICIAL RECORDS.
- 2 INDICATES AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PURPOSES OF PIPELINES AND INCIDENTAL PURPOSES RECORDED AUGUST 8, 1982 AS INSTRUMENT NO. 74657 OF OFFICIAL RECORDS.
- 3 AN OFFER OF DEDICATION FOR EVANS ROAD FOR PUBLIC STREET AND HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, RECORDED JANUARY 18, 2009 AS INSTRUMENT NO. 2008-0038149 OF OFFICIAL RECORDS.
- 4 INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO. 2008-0538003 OF OFFICIAL RECORDS.
- 5 INDICATES AN EASEMENT IN FAVOR OF MIPAA, A CALIFORNIA AIRPORT AUTHORITY FOR AVIGATION AND INCIDENTAL PURPOSES RECORDED NOVEMBER 2, 2018 AS INSTRUMENT NO. 2018-0434089 OF OFFICIAL RECORDS. (BLANKET IN NATURE)
- 6 INDICATES AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT, A PUBLIC AGENCY FOR PUBLIC SERVICES AND INCIDENTAL PURPOSES RECORDED OCTOBER 14, 2020 AS INSTRUMENT NO. 2020-0482851 OF OFFICIAL RECORDS
- 7 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS, A MUNICIPAL CORPORATION FOR PUBLIC STREET AND HIGHWAY AND INCIDENTAL PURPOSES RECORDED OCTOBER 12, 2021 AS INSTRUMENT NO. 2021-0601452 OF OFFICIAL RECORDS.
- 8 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS, A MUNICIPAL CORPORATION FOR PUBLIC ACCESS AND INCIDENTAL PURPOSES RECORDED NOVEMBER 23, 2021 AS INSTRUMENT NO. 2021-0606140 OF OFFICIAL RECORDS.
- 9 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS, A MUNICIPAL CORPORATION FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES RECORDED NOVEMBER 23, 2021 AS INSTRUMENT NO. 2021-0606142 OF OFFICIAL RECORDS.
- 10 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS, A MUNICIPAL CORPORATION FOR PEDESTRIAN AND BIKE TRAIL AND INCIDENTAL PURPOSES RECORDED NOVEMBER 23, 2021 AS INSTRUMENT NO. 2021-0606144 OF OFFICIAL RECORDS.
- 11 INDICATES AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINES AND INCIDENTAL PURPOSES RECORDED APRIL 30, 1982 AS INSTRUMENT NO. 39882 OF OFFICIAL RECORDS.
- 12 INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY FOR POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES RECORDED AUGUST 24, 1988 AS INSTRUMENT NO. 85830 OF OFFICIAL RECORDS.
- 13 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS FOR DRAINAGE BASIN AND INCIDENTAL PURPOSES RECORDED NOVEMBER 23, 2021 AS INSTRUMENT NO. 2021-0606138 OF OFFICIAL RECORDS.
- 14 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS FOR EVANS ROAD AND INCIDENTAL PURPOSES RECORDED NOVEMBER 23, 2021 AS INSTRUMENT NO. 2021-0606137 OF OFFICIAL RECORDS.
- 15 INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES RECORDED OCTOBER 3, 2008 AS INSTRUMENT NO. 2008-0538004 OF OFFICIAL RECORDS.
- 16 INDICATES AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES RECORDED APRIL 19, 1987 AS INSTRUMENT NO. 35198 OF OFFICIAL RECORDS.
- 17 INDICATES AN EASEMENT AS RESERVED FOR EGRESS AND INGRESS AND POLE LINE PURPOSES PER CORPORATE GRANT DEED RECORDED OCTOBER 6, 1923 IN BOOK 590 OF DEEDS, PAGE 484.
- 18 INDICATES AN EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR PIPELINE PURPOSES, RECORDED AUGUST 8, 1982 AS INSTRUMENT NO. 74657 OF OFFICIAL RECORDS.
- 19 INDICATES AN EASEMENT IN FAVOR OF CITY OF PERRIS FOR THOSE PORTIONS OF PERRY STREET AS DEDICATED ON THE MAP OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10 OF MAPS, AT PAGE 99, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BOUNDARY OF THIS TRACT MAP, VACATED HEREON.
- 20 INDICATES AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR TEMPORARY CONSTRUCTION PURPOSES, RECORDED MAY 30, 2023 AS INSTRUMENT NO. 2023-0152883 OF OFFICIAL RECORDS.
- 21 INDICATES AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR SLOPE PURPOSES, RECORDED MAY 30, 2023 AS INSTRUMENT NO. 2023-0152886 OF OFFICIAL RECORDS
- 22 INDICATES AN EASEMENT IN FAVOR OF THE STATE OF CALIFORNIA FOR STORM DRAIN PURPOSES, RECORDED MAY 30, 2023 AS INSTRUMENT NO. 2023-0152889 OF OFFICIAL RECORDS.
- A INDICATES LANDSCAPE AND MAINTENANCE EASEMENT, DEDICATED HEREON.
- B INDICATES OPEN SPACE AND DRAINAGE EASEMENT, DEDICATED HEREON.
- C INDICATES OPEN SPACE, DRAINAGE AND WATER QUALITY BASIN EASEMENT, DEDICATED HEREON.
- D INDICATES PRIVATE LANDSCAPE EASEMENT, RETAINED HEREON.

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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0468254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

KINC ENGINEERS

JANUARY 2022

BOUNDARY ESTABLISHMENT MAP

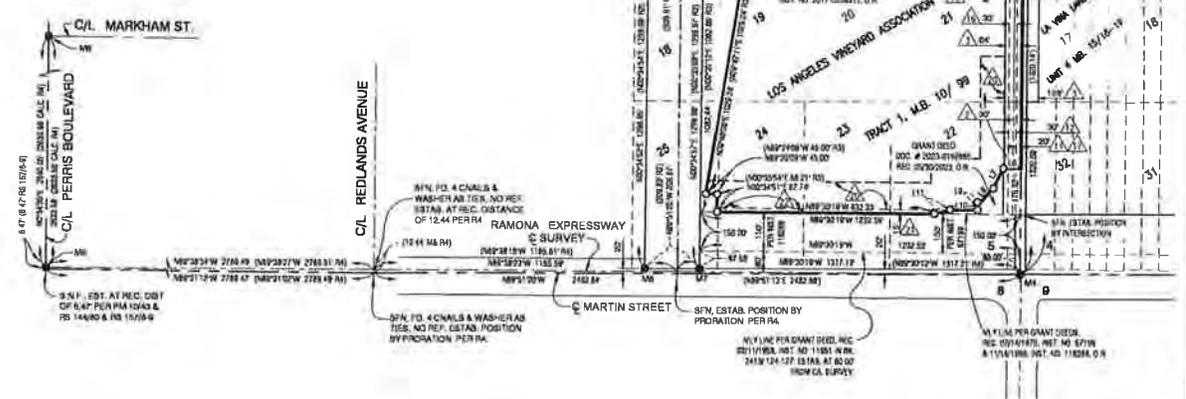
MONUMENT NOTES:

- M1 FD 1" I.P. W/ PP RCE 29817, DN 0.20', PER TRACT 32708 M.B. 411/1-7, COC REC 8-20-12 AS DOC NO 2012-0395227 & TRACT NO 30648 M.B. 480/88-91.
- M2 FD 1" I.P. W/ PP, ILLEG FLUSH, PER TRACT 32708 M.B. 411/1-7, & TRACT NO 30648 M.B. 480/88-91.
- M3 FD 1" I.P. W/ PP, ILLEG FLUSH, PER TRACT 32708 M.B. 411/1-7, & TRACT NO 30648 M.B. 480/88-91.
- M4 FD 3/4" I.P. W/ R/CFC & WCD BRASS TAG, FLUSH, PER C.R. NO. 12-0769 & TRACT 30648 M.B. 480/88-91.
- M5 FD SPIKE & WASHER 'LS 8054' PER R.S. 1571 B-9.
- M6 FD NAIL AND TAG IN CONC. L.S. 5750, FLUSH, ACCEPTED AS C/L INTERSECTION OF PERRIS BOULEVARD & MARKHAM STREET PER PARCEL MAP NO. 37304, P.M.B. 246/84-98.
- M7 FD 3/4" I.P., OPEN, FLUSH ACCEPTED AS 3/4" I.P. W/ R/CFD&WCD BRASS TAG PER R.S. 129/85-83, SET TAG L.S. 9029 IN I.P.
- M8 FD 3/4" I.P., TAGGED R/CFC, FLUSH, PER R.S. 129/85-83.
- M9 FD 3/4" I.P., TAGGED R/CFC, DN 0' 6", PER R.S. 129/85-83.
- M10 FD 1-1/2" I.P., TAGGED L.S. 9829, DN 1' 0", PER PARCEL MAP NO. 36488, P.M.B. 237/17-19.
- M11 FD 1" I.P., W/ PP STAMPED 5836, DN 0' 5", ACCEPTED AS SW CORNER OF LOT 40 OF TRACT 36848-1, M.B. 480/84-87.

NOTE:
SEE SHEET 2 FOR BASIS OF BEARINGS, GPS MAP,
SURVEYORS NOTES AND EASEMENT NOTES.



LINE #	BEARING	DISTANCE	RECORD
L1	N09°48'00"E	27.32'	(N09°47'10"E 37.32' R1)
L2	N88°00'00"E	45.27'	(N88°01'00"E 48.22' R1)
L3	N02°58'27"W	25.92'	(N02°58'20"W 32.92' R1)
L4	N75°58'42"W	43.92'	(N75°58'21"W 43.92' R1)
L5	N09°48'00"E	37.12'	(N09°47'10"E 37.12' R1)
L6	N89°33'40"W	58.00'	
L7	N27°41'02"E	85.78'	(N27°41'10"E 86.72' R8)
L8	N42°50'02"E	88.59'	(N42°50'10"E 88.59' R8)
L9	N00°20'12"E	18.51'	
L10	N89°20'12"W	107.24'	(N89°20'11"E 107.24' R8)
L11	N75°29'40"E	61.92'	(N75°29'57"E 61.92' R8)



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

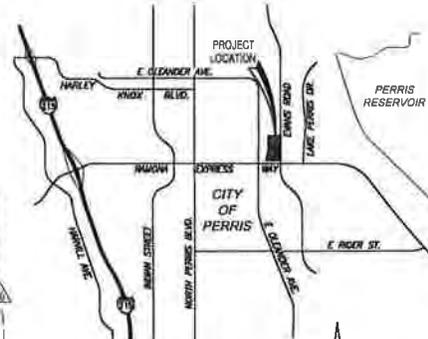
TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/26/2018 AS INSTRUMENT NO. 2018-0486254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 18, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 89 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

KWC ENGINEERS

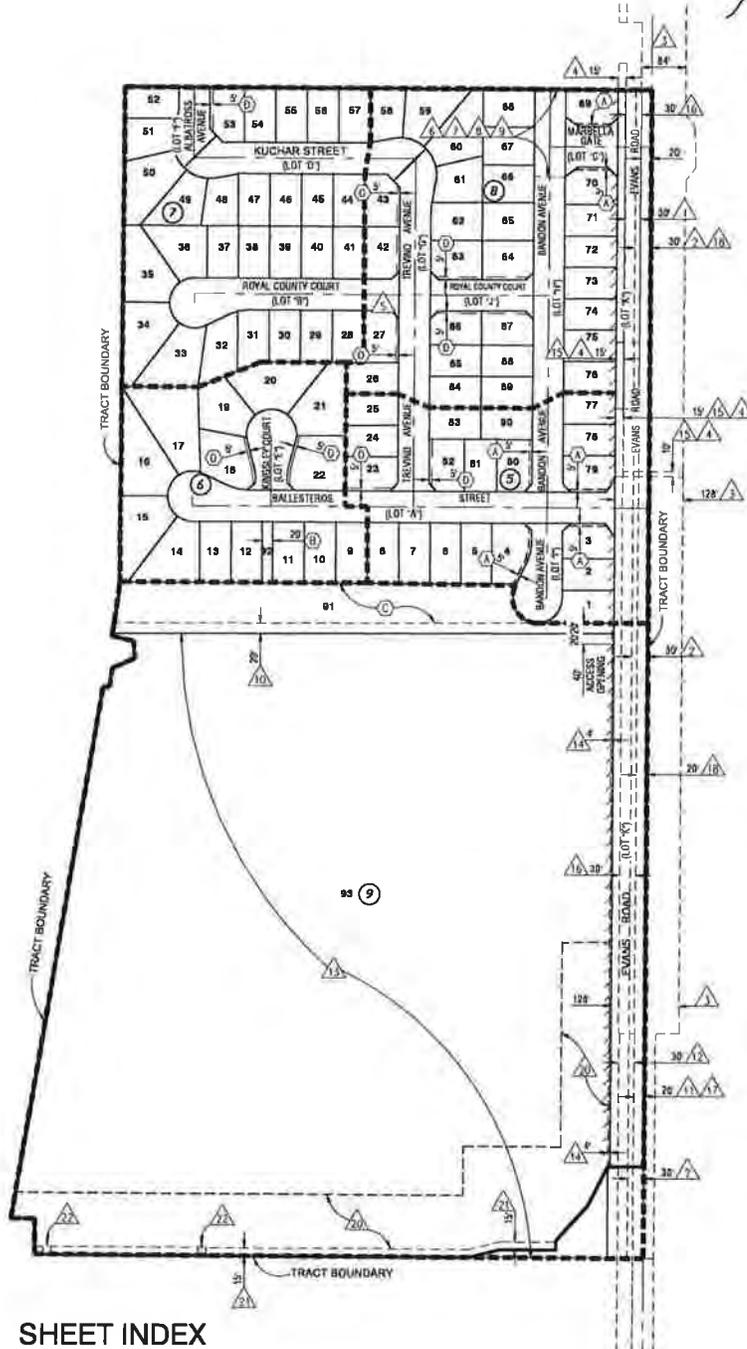
JANUARY 2022

SEE SHEET 2 FOR GPS CONTROL AND EASEMENT NOTES
SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT, SURVEY NOTES AND MONUMENT NOTES



VICINITY MAP

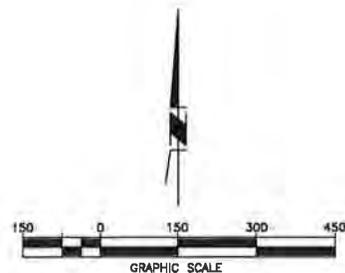
N.T.S.
THOMAS BROTHERS 2010 EDITION
PAGES/MAP 747-16, 17 AND 777-11



SHEET INDEX AND EASEMENT MAP

INDICATES SHEET NUMBER

LEGEND:
 SHEET BOUNDARY



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

TRACT NO. 36647

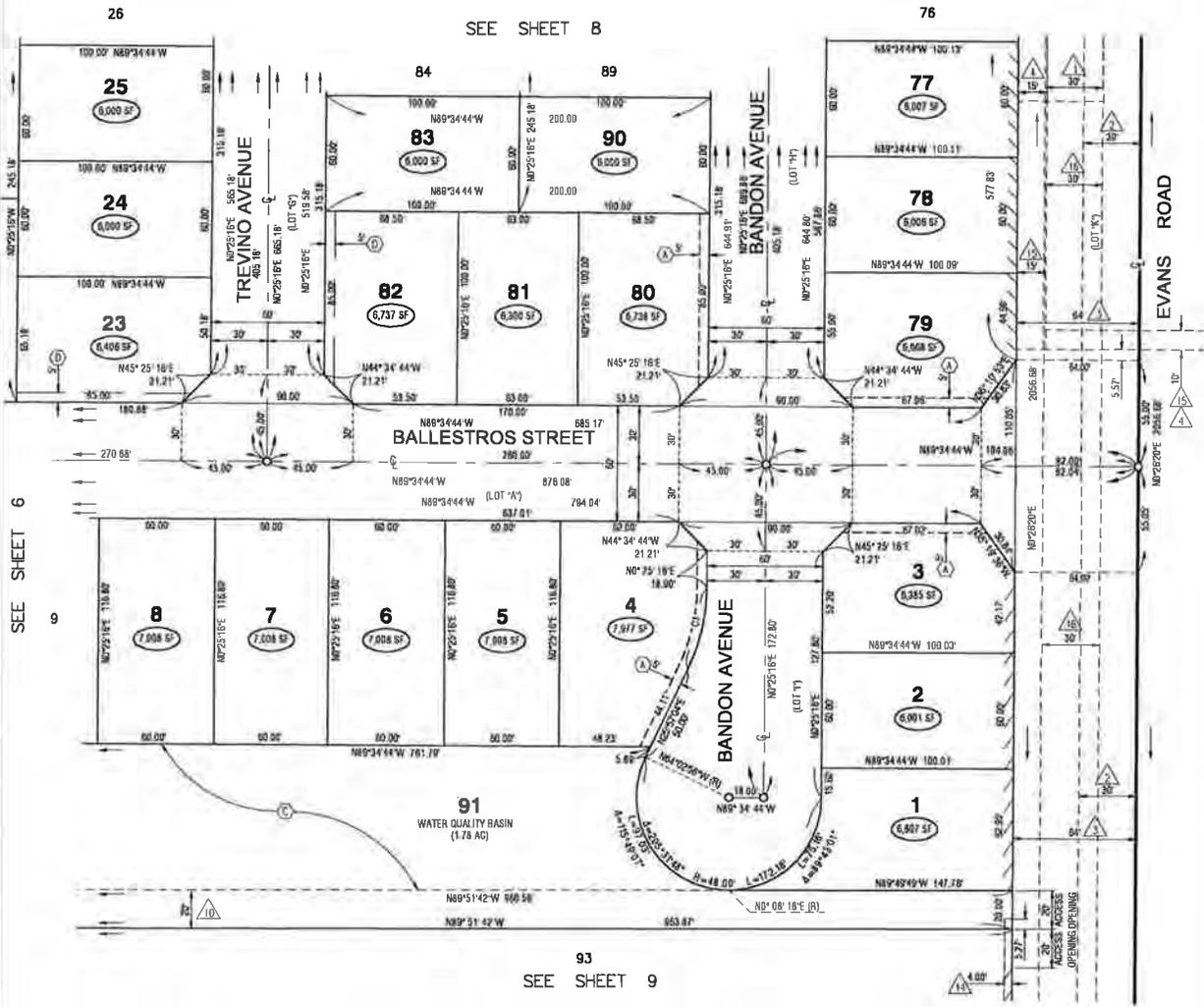
BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0468254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

KIRC ENGINEERS JANUARY 2022

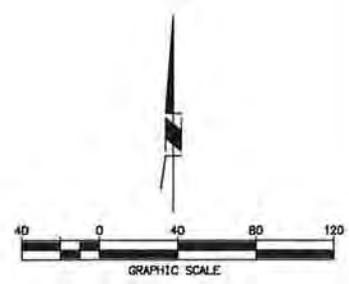
SEE SHEET 2 FOR VICINITY MAP, BASIS OF BEARINGS AND COORDINATES NOTE, SURVEYOR'S NOTES AND EASEMENT NOTES

SEE SHEET 3 FOR BOUNDARY CONTROL MAP AND MONUMENT NOTES

SEE SHEET 4 FOR TRACT BOUNDARY AND SHEET INDEX MAP



Curve Table			
NO.	DELTA	RADIUS	LENGTH
C1	25°31'48"	100.00'	44.50'



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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0468254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

KWC ENGINEERS

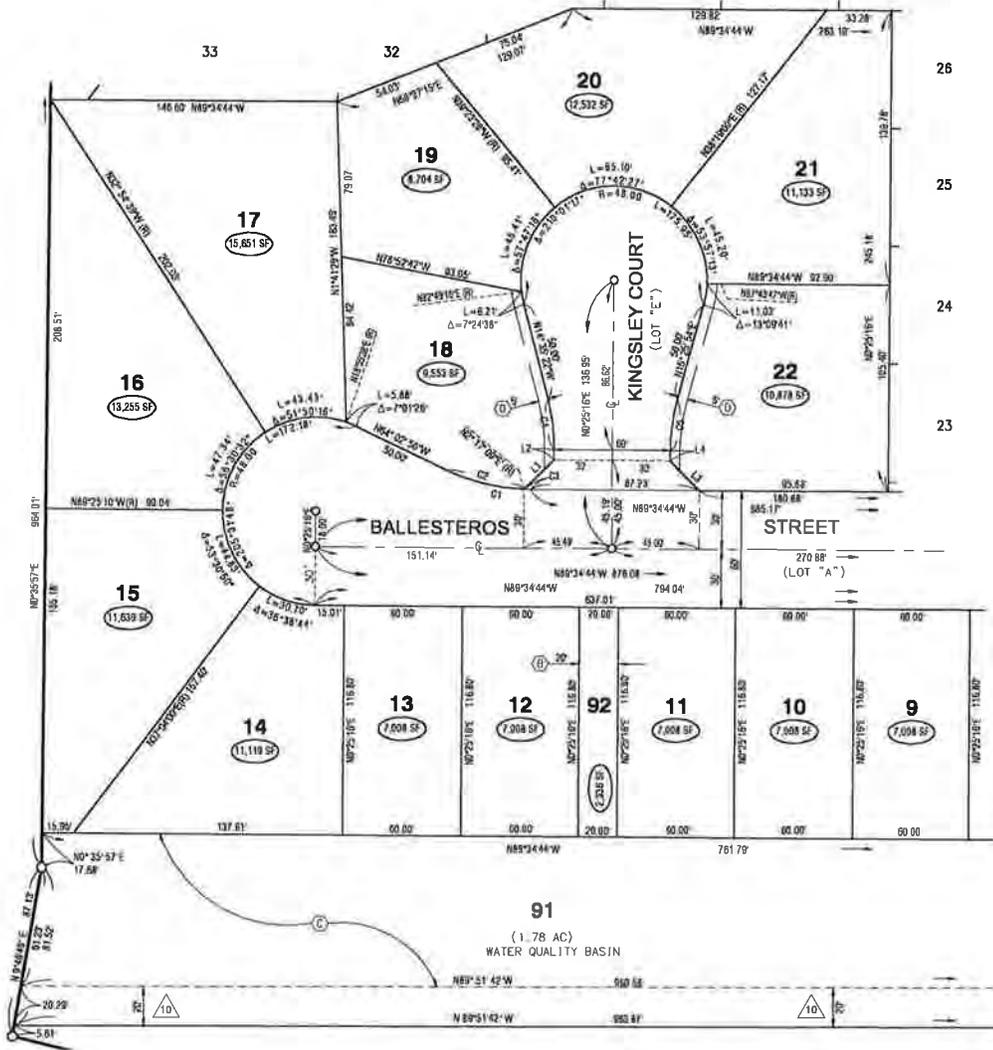
JANUARY 2022

SEE SHEET 2 FOR VICINITY MAP, BASIS OF BEARINGS AND COORDINATES NOTE, SURVEYOR'S NOTES AND EASEMENT NOTES

SEE SHEET 3 FOR BOUNDARY CONTROL MAP AND MONUMENT NOTES

SEE SHEET 4 FOR TRACT BOUNDARY AND SHEET INDEX MAP

SEE SHEET 7 31 30 29 28



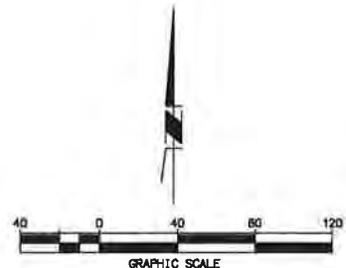
SEE SHEET 5

8

SEE SHEET 9

LINE TABLE (FOR THIS SHEET ONLY)		
LINE #	BEARING	LENGTH
L1	N46°28'22"E	21.52'
L2	N0°25'16"E	5.32'
L3	N44°34'44"W	21.21'
L4	N0°25'16"E	5.32'

CURVE TABLE (FOR THIS SHEET ONLY)			
CURVE #	DELTA	RADIUS	LENGTH
C1	25°31'48"	100.00'	44.58'
C2	23°38'55"	100.00'	41.30'
C3	1°51'53"	100.00'	3.25'
C4	15°00'38"	100.00'	28.20'
C5	15°00'38"	100.00'	28.20'



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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0488254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

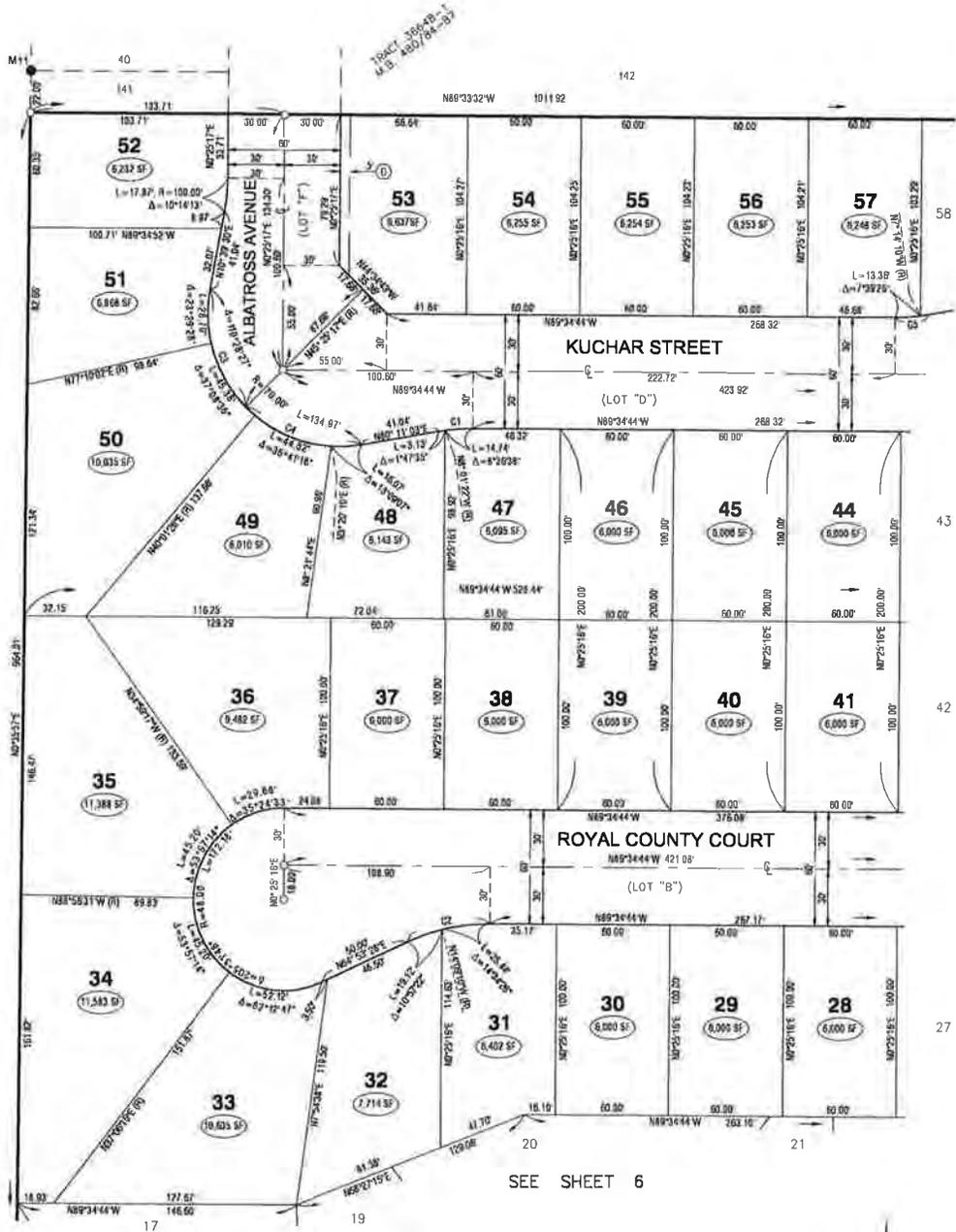
KWC ENGINEERS

JANUARY 2022

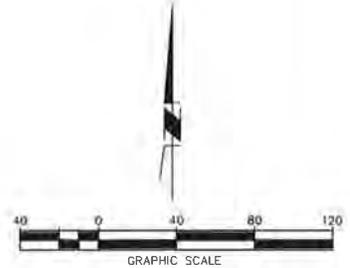
SEE SHEET 2 FOR VICINITY MAP, BASIS OF BEARINGS AND COORDINATES NOTE, SURVEYOR'S NOTES AND EASEMENT NOTES

SEE SHEET 3 FOR BOUNDARY CONTROL MAP AND MONUMENT NOTES

SEE SHEET 4 FOR TRACT BOUNDARY AND SHEET INDEX MAP



CURVE TABLE (FOR THIS SHEET ONLY)			
CURVE #	DELTA	RADIUS	LENGTH
C1	10°14'19"	100.00'	17.87'
C2	25°3'148"	100.00'	44.58'
C3	55°14'14"	70.00'	67.48'
C4	55°14'14"	70.00'	67.48'
C5	10°14'19"	100.00'	17.87'



SEE SHEET 8

SEE SHEET 6

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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0466254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 18, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

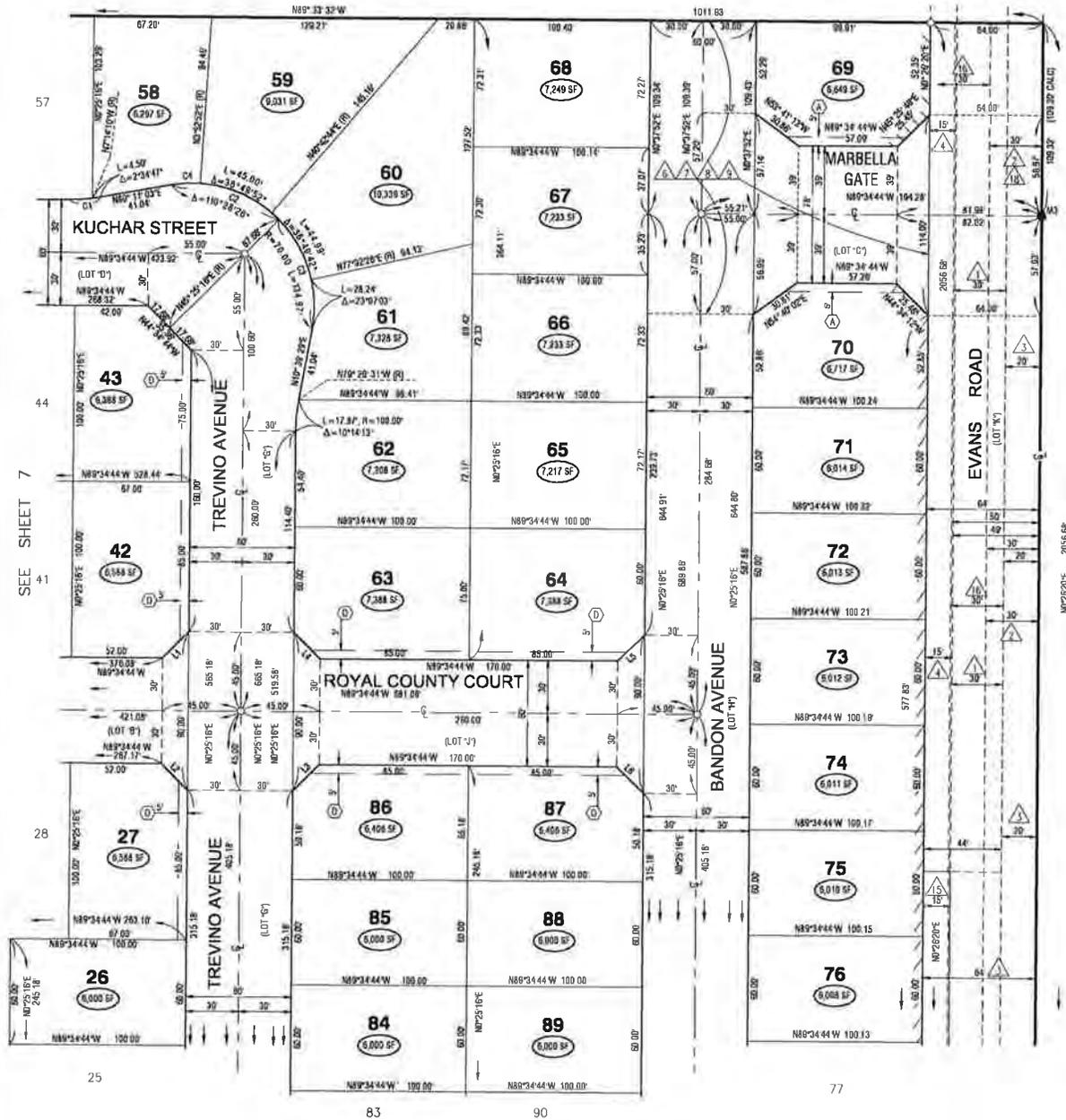
KWC ENGINEERS

JANUARY 2022

SEE SHEET 2 FOR VICINITY MAP, BASIS OF BEARINGS AND COORDINATES NOTE, SURVEYOR'S NOTES AND EASEMENT NOTES

SEE SHEET 3 FOR BOUNDARY CONTROL MAP AND MONUMENT NOTES

SEE SHEET 4 FOR TRACT BOUNDARY AND SHEET INDEX MAP



SEE SHEET 7

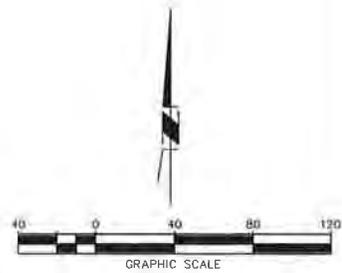
SEE SHEET 5

LINE TABLE
(FOR THIS SHEET ONLY)

LINE #	LENGTH	BEARING
L1	212.1'	N45°29'16"E
L2	212.1'	N44°34'44"W
L3	212.1'	N45°29'16"E
L4	212.1'	N44°34'44"W
L5	212.1'	N45°29'16"E
L6	212.1'	N44°34'44"W

CURVE TABLE
(FOR THIS SHEET ONLY)

CURVE #	DELTA	RADIUS	LENGTH
C1	10°14'13"	100.00'	17.67'
C2	55°14'13"	70.00'	67.48'
C3	55°14'13"	70.00'	67.48'
C4	13°41'48"	70.00'	16.73'



GRAPHIC SCALE

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

TRACT NO. 36647

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/28/2018 AS INSTRUMENT NO. 2018-0466254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 19, 20, 21, 22, 23, 24 AND 25 OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 90 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 8, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

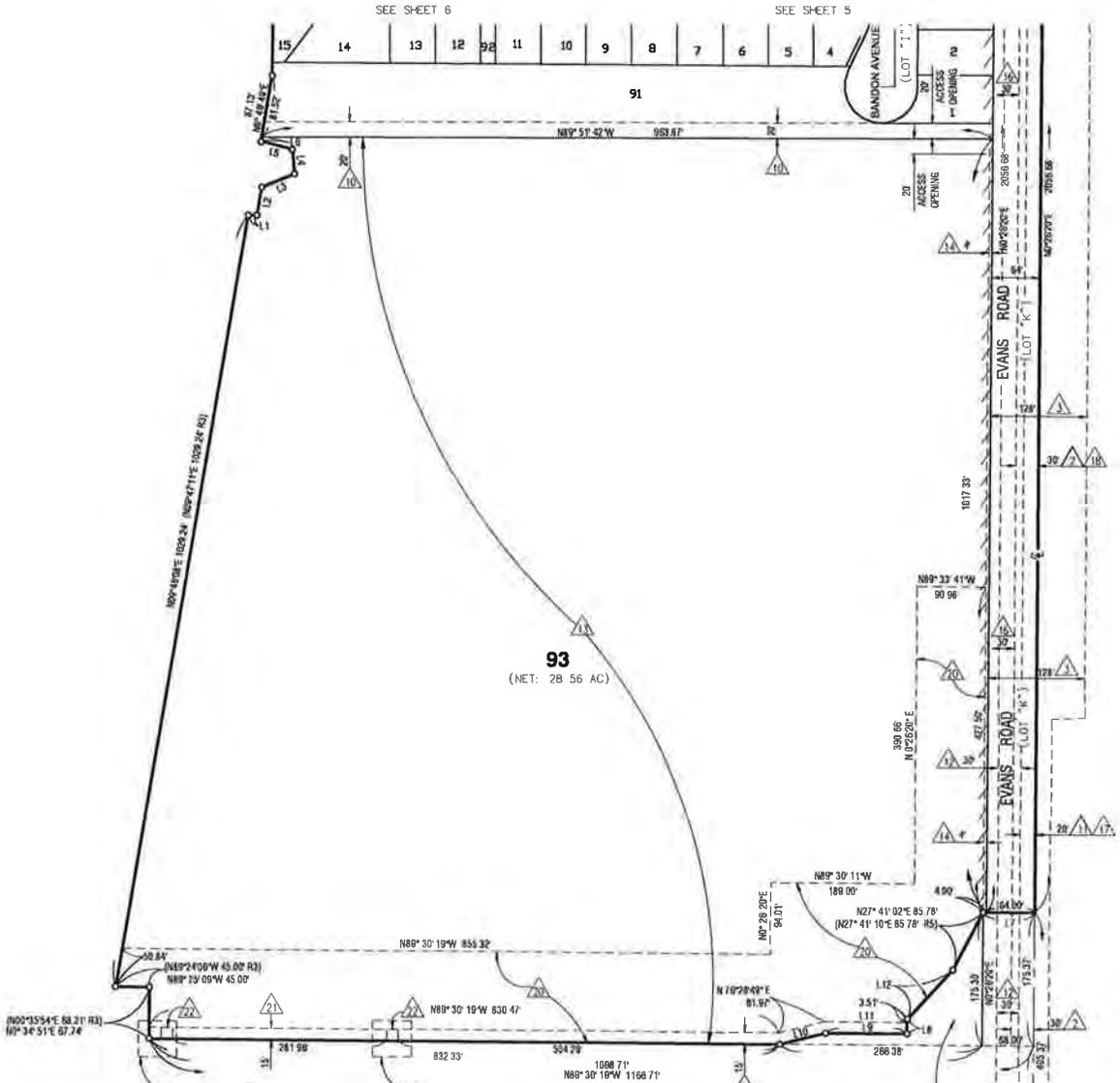
KWC ENGINEERS

JANUARY 2022

SEE SHEET 2 FOR VICINITY MAP, BASIS OF BEARINGS AND COORDINATES NOTE, SURVEYOR'S NOTES AND EASEMENT NOTES.

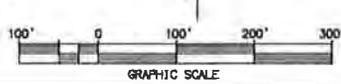
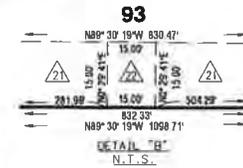
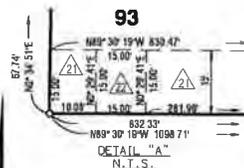
SEE SHEET 3 FOR BOUNDARY CONTROL MAP AND MONUMENT NOTES

SEE SHEET 4 FOR TRACT BOUNDARY AND SHEET INDEX MAP



LINE TABLE (FOR THIS SHEET ONLY)		
LINE #	LENGTH	BEARING
L1	11.46'	N89°51'42"W
L2	37.37'	N9°40'49"E
L3	49.27'	N88°00'48"E
L4	32.90'	N3°58'57"W
L5	43.09'	N75°58'42"W
L6	5.61'	N0°40'49"E
L7	66.00'	N89°33'40"W
L8	18.51'	N0°20'12"E (N0°28'20"W R5)
L9	107.24'	N89°00'19"W (N89°00'11"W R5)
L10	61.97'	N78°28'49"E (N78°28'57"E R5)

LINE TABLE (FOR THIS SHEET ONLY)		
LINE #	LENGTH	BEARING
L11	109.08'	N89°30'19"W
L12	88.59'	N42°50'02"E (N42°50'10"E R5)



ATTACHMENT 3

Subdivision Improvement Agreement for Final
Tract Map No. 36647

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)
SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FINAL TRACT MAP NO.: Tract#36647

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this _____ of _____, 2023 by and between the City of Perris, a California municipal corporation ("City") and Pulte Home Company, a(n) individual, limited partnership, limited liability company, or corporation ("Developer") with its principal office located at 27401 Los Altos, Suite 400, Mission Viejo, CA 92691. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Tract Map No. Tract#36647 was conditionally approved on September 29, 2020.
2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Tract Map No. Tract#36647, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.
3. Developer requests approval of a Final Map covering the area of Tentative Tract No. Tract#36647 and bearing Final Tract No. Tract#36647 ("Tract") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Tract, which is legally described on Exhibit "A" attached hereto.
4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the

public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. Recitals: The foregoing Recitals are incorporated herein by reference as if set forth in full.
2. Effectiveness: This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Tract; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Tract.
3. Public Improvements: Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Tract required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Tract. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

- a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.
- b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Tract and Tract Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.
- c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entity having jurisdiction.
- d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.
- e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and

local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

- f) Standard of Performance: Developer and its contractors, if any, shall perform all work required to construct the Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.
 - g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be done, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.
4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be

responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.

5. Grading: Developer shall have an approved Grading Plan for the Tract and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations, any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.
6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.
 - a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.
 - b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.
7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.

8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.
- a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (“Notice”). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 8 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:
- i. Subject to any time extensions granted in accordance with Section 5, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Tract;
 - ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 10 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii. Subject to any time extensions granted in accordance with Section 5, failure to perform substantial construction work on the Improvements or, after commencement of work, for a period of thirty (30) days cessation of work;
 - iv. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v. Commencement of a foreclosure action against the Tract or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;
 - vi. Failure to renew security instruments; or

- vii. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- b) Failure to Remedy; City Action: If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:
- i. Prohibit further development of the Tract or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Tract;
 - ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;
 - iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or
 - iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.
10. Acceptance of Improvements; As-Builts: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of

the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside in accordance with California Civil Code Section 9204, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council ("Warranty Period"). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements with a one (1) year period thereof following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. Security: Upon Developer's execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below ("Security"). The amount of Security shall be based on the City Engineer's or a designated licensed engineer's (upon review and approval by the City Engineer)

approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping ("Estimated Cost"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in Section 16 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as "Surety." All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation on the Security.

13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation on the Surety. Payments under any Security instruments shall be current at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety and without affecting the obligations under such Security instrument.
 - a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.
 - b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an

annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.

c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be placed in a separate City account and designated for this Agreement and Tract. Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Tract. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.

a) Performance Security: To guarantee the faithful performance of the Improvements and provisions of this Agreement, to protect City if Developer is in default as set forth in Section 7 et seq. of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.

b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for performance of the Improvements and provisions of this Agreement, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C", which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements. The amount of such Security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty-five

percent (25%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

- c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and the City's Municipal and Development Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C", which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.
 - d) Reserved.
 - e) Warranty Security: To secure Warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any defective work, labor, or defective materials furnished, Developer shall provide City Warranty Security in the amount set forth in Exhibit "C", which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty period, or extension thereof as provided in Section 10 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract. The Warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.
15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.
- a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;
 - b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;
 - c) all Improvements have been accepted by City Council;
 - d) Developer has delivered the Warranty Security; and
 - e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the Warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: While no action of Developer shall be required for City to realize on its Security under any Security instrument, Developer agrees to cooperate with City to facilitate City's realization under any Security instrument, and to take no action to prevent City from such realization of any Security instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.
17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.
18. Insurance: Developer shall procure and maintain, and shall require its contractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

- a) General Liability: General Liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, death and property damage.
- b) Business Automobile Liability: Business Automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible.
- c) Workers' Compensation: Workers' Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than \$1,000,000 per occurrence, at all times during which insured retains employees.
- d) Professional Liability: For any consultant or other professional who will engineer or design Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of Improvements. Such insurance shall be endorsed to include contractual liability.
- e) Additional Insured; Separation of Insureds: The Required Insurance shall name City, its elected officials, officers, employees, agents, and volunteers as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents, and volunteers.
- f) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City.
- g) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

- h) Primary Insurance; Waiver of Subrogation: The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, agents, and volunteers. All policies for the Required Insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.
19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security.
20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Tract Map No. Tract#36647, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.
21. General Provisions:
- a) Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.
- b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. References to City Manager shall include the City Manager or his/her designee,. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.
- c) Notices: Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:
Nancy Salazar
City of Perris
City Clerk
101 N. "D" Street
Perris, CA 92570

DEVELOPER:
Darren Warren
Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691

- d) Amendment: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- e) Waiver: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.
- f) Assignment of Agreement: Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecate, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. As a condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.
- g) Binding Effect: Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.
- h) No Third Party Beneficiaries: There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- i) Severability: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

- j) Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.
- k) Attorneys' Fees and Costs: If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Tract, the prevailing party, whether by final judgment or arbitration award, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (a) post judgment motions and appeals, (b) contempt proceedings, (c) garnishment, levy, and debtor and third party examination, (d) discovery, and (e) bankruptcy litigation. This section shall survive the termination or expiration of this Agreement.
- l) Counterparts: This Agreement may be executed in counterpart originals, which taken together, shall constitute one and the same Agreement.

CITY OF PERRIS

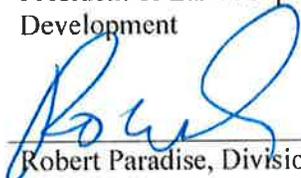
By: _____
Clara Miramontes, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

DEVELOPER

By: 
Darren Warren, Division Vice
President of Land Acquisition and
Development

By: 
Robert Paradise, Division Vice
President of Land Planning and
Development

ACKNOWLEDGMENT

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

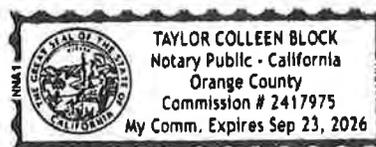
State of California
County of ORANGE)

On JUNE 1, 2023 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block (Seal)

ACKNOWLEDGMENT

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

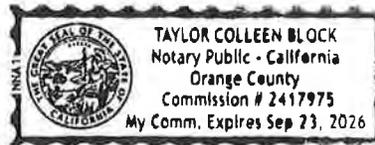
State of California
County of ORANGE)

On JUNE 5, 2023 before me, TAYLOR COLLEEN BLOCK, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Taylor Colleen Block (Seal)

NOTE: DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.

EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT

BEING A SUBDIVISION OF PARCEL C AND D OF LOT LINE ADJUSTMENT NO. 18-05074, RECORDED 11/29/2018 AS INSTRUMENT NO. 2018-0466254 OF OFFICIAL RECORDS, TOGETHER WITH PORTIONS OF LOTS 18, 19, 20, 21, 23, 24 AND THE EASTERLY 69.7 FEET OF LOS ANGELES VINEYARD ASSOCIATION TRACT 1, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 99 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, 3 WEST, SAN BERNARDINO MERIDIAN.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL TRACT MAP NO.: TRACT#36647

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Tract or any subsequent approved plans, profiles and specifications.

- **Offsite and In-tract Streets and Drainage**
- **Offsite and In-tract Streetlights and Landscaping**
- **Offsite and In-tract Sewer and Water**

EXHIBIT "C"

SECURITY CATALOGUE

FINAL TRACT MAP NO.: TRACT#36647

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developers understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Amount in words Dollars (\$Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Two Million Six Hundred Forty Four Thousand and Zero Dollars (\$2,229,000) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Two Million Two Hundred Twenty Nine Thousand and Zero Dollars (\$2,229,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Five Hundred Fifty Eight Thousand and Zero Dollars (\$558,000), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: Required Not Required

A Monument Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Hundred Eight Thousand and Zero Dollars (\$108,000), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Hundred Seventy Eight Thousand Five Hundred and Zero Dollars (\$678,500) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Six Hundred Seventy Eight Thousand Five Hundred and Zero Dollars (\$678,500), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Hundred Seventy Thousand and Zero Dollars (\$170,000), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: Required Not Required

A Faithful Performance Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Million Four Hundred Thirty Five Thousand and Zero Dollars (\$1,435,000) for the required lighting improvements, guaranteeing full performance of all the terms of this agreement. A Labor and Materials Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of One Million Four Hundred Thirty Five Thousand and Zero Dollars (\$1,435,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting improvements. A Warranty Bond Instrument of Credit/Letter of Credit Cash Deposit in the amount of Three Hundred Fifty Nine Thousand and Zero Dollars (\$359,000), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

ATTACHMENT 4

Conditions of Approval (Planning, Engineering,
Public Works, Building, and Community
Services)

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

CONDITIONS OF APPROVAL

**Tentative Tract Map 36647 (16-05216)
Zone Change 16-05218
General Plan Amendment 16-05217**

City Council September 29, 2020

PROJECT: General Plan Amendment (GPA) 16-05217, Zone Change (ZC) 16-05218, Tentative Tract Map 36647 (TTM16-05216) – A proposal to amend the General Plan Land Use and Zoning designation of approximately 24.1 acres located at the northwest corner of Ramona Expressway and Evans Road from Specific Plan (GP designation) and R-10,000 (zoning designation) to R-6,000 to facilitate a 90 single-family lot subdivision with two (2) lettered lots (A and B), and a 30.7-acre lot burrow site.
Applicant: Jason Keller, Mission Pacific Land Company.

***MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)**

The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential traffic, geology, air quality, biological and cultural resource impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General Requirements:

- 1. Environmental Impact Report Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.
- 2. Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.
- 3. Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the **September 2, 2020** Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.
- 4. Tract Map Term of Approval.** In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Development Services Department at least thirty (30) days prior to the expiration of Tentative Map approval.
- 5. Val Verde School District.** The proposed subdivision shall adhere to the standard requirements and mitigation fees established by the *Val Verde School District*.

6. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
7. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance.
8. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **TTM 36647 (16-05216) ZC 15-05218, GPA 15-05217**. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
9. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: <http://www.cityofperris.org>.
10. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-recorder," for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
11. **Public Works Administration Conditions.** The project shall comply with all requirements of the Public Works Administration Department as indicated in the Conditions of Approval dated July 3, 2020.
12. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated July 24, 2020.
13. **Fire Marshall Conditions.** The project shall comply with all requirements of the Fire Marshall as mentioned below:

- a. All homes in the cul-de-sac where the street is longer streets than 150 feet shall have full fire sprinkler protection throughout all attic space. Since this conditions is outside the normal fire code allowance an alternated Means & Methods request pursuant to CFC 104.9 shall be submitted to the City Fire Marshal for review and approval prior to the issuance of a grading permit.
 - b. A fire department access roads complying with the California Fire Code Chapter 5 and approved plans shall be installed prior to building construction.
 - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained.
14. **Building Conditions.** The project shall comply with all requirements of the Building Official as indicated in the conditions of approval dated June 11, 2020.
 15. **Community Services Conditions.** The project shall comply with all requirements of the Community Services department as indicated in the conditions of approval dated October 31, 2018.
 16. **Class II Bike Lane.** A Class II bike lane shall be installed per the *Perris Trail Master Plan* along Evans Road to all off-site improvement plans subject of the approval of Planning Division and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.
 17. **Dam Inundation Disclosure.** The owner shall disclose to all future tenants indicating the project is in a dam inundation area making the site subject to flooding in the event of a dam failure.
 18. **Unit Identification.** Each unit in the tract shall include an interior lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division.
 19. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.
 20. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.
 21. **Residential Use and Development Restrictions.** The physical development of all lots

shall be reviewed and approved by the city. Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any sales trailer or a model home shall require separate review and approval by the City.

22. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Department, and painted the according to the approved paint palette.
23. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
24. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
 - Low NO_x water heaters per specifications in the Air Quality Attainment Plan;
 - Heat transfer modules in furnaces;
 - Light colored water-based paint and roofing materials;
 - Passive solar cooling/heating; and,
 - Energy efficient appliances and lighting.

An accounting of the project's energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

25. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:
 - a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.

Prior to Final Tract Map Approval.

26. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:

- a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code.
 - b. Planning Commission approval of all proposed street names through a Street Name application.
 - c. Prior to final map, the developer shall include a description that Perry Street (between Perris Valley Storm Channel to Evans Road) is vacated with the Final Tract Map.
 - d. Any other required approval from an outside agency.
 - e. **Community Facilities District No. 2018-02 (public services district).** The project shall be annexed into the Public Services District (Community Facilities District 2018-02).
 - f. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
 - i. Landscape Maintenance District No. 1;
 - ii. Flood Control Maintenance District No. 1;
 - iii. Maintenance District No. 84-1;
 - iv. Perris North Public Safety Community Facilities District 2001-3; and
 - v. Transportation Uniform Mitigation Fee.
 - vi. Community Facilities District No. 2018-02 (public services district)
27. **Access to Perris Valley Storm Channel Trail.** Prior to recordation of the final parcel map, the developer shall dedicate land, provide easements, or otherwise hold property in common ownership for access points to the pedestrian/bicycle trail along the PVSC western boundary of the project site. One access point will be located along the proposed Tract Map (36647) located as per the conceptual landscape plan exhibit. Wayfinding/Kiosk signage shall be provided at all entrances from the Perris Valley Storm Channel. A break in the fence shall be provided at each access point, and include the installation of removable bollards to prevent entrance of motorized vehicles.
28. **CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) to establish an HOA to the Department of Development Services and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.

Prior to Issuance of Grading Permits

29. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner to complete the required forms prior to commencement of construction.
30. **Final Water Quality Management Plan (F-WQMP).** The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the bioretention basin, detention basin, self-retaining landscaping, and roof drains to vegetation. The Public Works Department shall review and approve the final WQMP text, plans and details.
31. **Floodway.** Prior to receiving a building permit, no residential units shall not be developed within Floodway unless otherwise approved by FEMA. All building pads shall be a minimum of 12” inches and finished floors shall be elevated a minimum of 18 inches above the 100-year flood plain.

Prior to Issuance of Building Permits

32. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.
33. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.
34. **Administrative Development Plan Review.** Prior to issuance of any building permit, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of architecture, plotting, conceptual landscape, and fencing of all production units within the entire tract. The applicant shall provide one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. The following is required for plotting, color and materials, and architecture.
 - a. The developer shall submit a minimum of four (4) architectural types, six (6) or more color schemes, and a minimum four (4) floor plans.
 - b. Each architectural type shall provide a minimum of two (2) materials that are

- associated with selected architecture.
 - c. All elevations shall provide architectural detail option for lots that are facing the public right-of-way, detention basins, Trails, and Perris Valley Storm Channels.
 - d. The floor plan shall include the garage is set back behind 5' feet or more from the habitable building wall or covered porch entry.
 - e. No three (3) consecutive lots (side by side) shall have similar architecture or floor plan, and no similar architecture or floor plan shall be located across the street.
 - f. A minimum 10% of each floor plan shall be used within the tract.
 - g. All garage doors shall include decorative windows at the top row of the door.
 - h. All units are required to provide a covered porch towards the street.
 - i. Roof type and roof pitch of new residential buildings shall be consistent throughout the architectural type.
 - j. Two story homes will break first and second story by recessing the second story or by providing an architectural feature that would distinguish each story from one another.
 - k. All units shall include accent features such as sills, shutters, false canopies, surrounds, and multi-paned windows shall be used. Recessed windows shall also be used where appropriate.
 - l. All electrical panels and exposed roof pipes shall be painted to match.
- 35. Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.
- 36. March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions of approval by the Airport Land Use Commission (ALUC) letter dated October 18, 2018, the following measures shall be implemented to address the project's location within Airport Influence Area:
- a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.
 - b. The following uses shall be prohibited:
 - i) Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following takeoff or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
 - ii) Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
 - iii) Any use which would generate excessive smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, artificial marshes, wastewater management facilities, composting operations, trash transfer

stations that are open on one or more sides, recycling centers contain putrescible wastes, construction and demolition debris facilities, fly ash disposal and incinerators.)

iv) Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

- c. A "Notice of Airport in the Vicinity" shall be provided to all potential purchasers and tenants of the property and shall be recorded as a deed notice. The disclosure is as follow:

NOTICE OF AIRPORT IN VICINTIY

"This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you".

- d. The proposed water detention and/or infiltration basins or facilities shall be designed so as to provide for a detention period for the design storm that does not exceed 48 hours and to remain totally dry between rainfalls. Vegetation in and around the retention basin(s) that would provide food or cover for bird species that would be incompatible with airport operations shall not be utilized in project landscaping.
- e. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communication could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

37. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval form the Planning Division of a block wall/ fence plan. At a minimum, this plan shall include the following items:

- a. **Decorative Perimeter Walls.** The perimeter walls shall consist of a 6' foot high split-face block wall with decorative cap along Evans Road, southern tract boundary, and interior detention basins (in public view and facing interior trails) shall include split-face block wall with stone veneer pilasters every 60' feet or perimeter wall corner, or lot line corner.
- b. **Decorative Perimeter Walls (facing Perris Valley Storm Channel).** The perimeter walls shall consist of a 6' foot high split-face block wall with decorative cap with stone veneer pilasters every 60' feet or perimeter wall corner, or lot line corner along the *Perris Valley Storm Channel*. The retaining wall below the split faced perimeter wall (facing the storm channel) shall use a decorative crib wall.

- c. **Fencing (visible from public view).** A six-foot high, decorative block wall shall be required for all residential property lines where side or rear yards adjoin a public street. This shall include decorative stone veneer pilasters. Split-face block walls with vinyl gates shall be used for all side returns between residences and along all side yards adjacent to a street.
 - d. **Interior fencing (not visible from public view).** Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project (not visible from the public right-of-way).
 - e. **Height of Block Walls.** All split face walls shall not be higher than 6' feet in height. If a combination wall exceeds 6' feet, then a landscape berm or retaining wall is required to conceal the height of the wall.
 - f. **Corner/Reverse Corner and Rear Walls.** The decorative block walls shall be setback 5' (five) feet from the property line on all corner lots and reverse frontage lots that abut onsite public streets.
 - g. **Detention Basins and Storm Drain Facilities.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 60' feet or perimeter wall corner, or lot line corner. If the detention basin abuts a residential property, a 6' foot decorative block wall is required.
 - h. **East Basin.** The east basin perimeter fencing shall be subject to the Public Works conditions of approval and Evans Road Cross Section.
 - i. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract along Evans Road. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.
 - j. **Graffiti.** All tract perimeter block walls shall be treated with a graffiti resistant coat. This includes walls facing the Perris Valley Storm Channel, northerly wall facing Moreno Valley, detention basin, and Evans Road. All graffiti shall be removed by 48 hours.
- 38. Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:
- a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector

identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.

- b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.
 - c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.
 - d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.
 - e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
 - f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.
39. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number to Planning Staff.
40. **Fees.** The developer shall pay the following fees according to the timeline noted.
- Prior to the issuance of building permits, the applicant shall pay:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre;
 - b. Multiple Species Habitat Conservation Plan fees currently in effect;
 - c. Current statutory school fees to all appropriate school districts;
 - d. Any outstanding liens and development processing fees owed to the City;
 - e. Prior to the issuance of building permits, The developer shall pay all development impact fees, including parks and recreation fees in accordance with Ordinance Number 953. Such fees shall be based on a ratio of five acres per thousand residents. Per said ordinance the City reserves the right to utilize fair market value of the land based on qualified appraisal;
 - f. Appropriate City Development Impact Fees in effect at the time of development (to include any community services DIF fees and Perris Valley ADP fees);
 - g. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development; and
 - h. Park Facility Fees.
41. **Additional Plan Requirements.** The following additional plans shall be reviewed and approved by Planning staff and the appropriate City departments, as necessary:

- a. **Detached sidewalks.** The entire tract shall provide detached sidewalks within the right-of-way.
 - b. **Landscape Maintenance District Areas.** The following areas shall be included in the Landscape Maintenance District:
 - i. Evans Road Parkway
 - ii. Main entrances from Evans Road
 - iii. All Detention basins within TM 36647
 - iv. The Perris Valley Storm Channel Trail or designated by Community Services.
 - v. All interior decompose granite trails and points of trail access from Evans Road and Perris Valley Storm Channel.
 - vi. Entry monument signage.
 - c. **Block Wall Fencing (to include crib walls) along Perris Valley Storm Channel.** A maximum 6-foot high split-face block wall with pilasters every 60' feet or perimeter wall corner, or lot line corner shall be provided along the westerly property line. The wall shall provide graffiti based coating.
42. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:
- a. **Accent Landscaping.** The following treatments, consistent with the conceptual landscape plan or as conditioned herein, are required:
 - Shade trees (are required along the Perris Valley Storm Channel and entry trail connection points.
 - Large trees (36" box) shall contribute to the landscape design at all main entrances to the project site.
 - b. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots shall have three (3) street trees, minimum or one (1) street tree for every 30 lineal feet of street frontage.
 - c. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.
 - d. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.
 - e. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24" inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.
 - f. **Corner/Street Side and Reverse Frontage Lots.** A 5' (five) foot setback behind the property line adjacent to the block wall shall be required to consist of decorative hardscape to include: cemented river rock, and decomposed granite (2 colors) with

- boulders subject to the review and approval of the Planning Division. Except for those areas designated under an LMD per Public Works requirements shall be landscaped with irrigation.
- g. Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 10 gallon sized, and 30% being 5 gallon sized. All slopes shall include automatic irrigation and erosion control fabric.
 - h. Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).
 - i. Maintenance.** All required landscaping shall be maintained in a viable growth condition.
 - j. Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.
 - k. Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the "Certificate of Compliance" to signify code compliance.

Prior to Issuance of Occupancy Permits:

- 43. Disclosure Statements.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgement of this disclosure by each purchaser to the City. A similar disclosure shall be made in recognition of potential noise impacts from March Air Reserve Base and the avigation easement granted to the City of Perris and to the March Inland Port Airport Authority.
- 44. Perris Valley Storm Channel Trail Improvements and Landscaping.** The trail improvements and landscaping shall be subject to the *Community Services* Conditions of Approval dated October 31, 2018.
- 45. Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.
- 46. Trail Connection.** The Class I bike trail along the Perris Valley Storm Channel shall connect to the Class II bike lane along Evans Road.

End of conditions



CITY OF PERRIS

STUART E. MCKIBBIN, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1317

September 19, 2018, Revised December 20, 2018,

Revised July 24, 2020

TTM 36647, ZC 16-05218, & GPA 16-05217

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the map correctly shows all existing easements, traveled ways, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

- 1. In order to provide for economic earth balance for the tract, the developer has proposed to borrow fill material from the "Remainder Lot" shown on the Tentative Tract Map.***

The proposed borrow site is deemed to be acceptable since, said lot had been designated by City Council as a detention basin as part of the San Jacinto River Plan – Alternative 5 – through adoption of Resolution No. 3403 on May 10, 2005.

However, without additional flood control infrastructure, the borrow site will not function as a basin. Moreover, the grading of the borrow site must conform with the Riverside

County Flood Control and Water Conservation District (RCFCD) restrictions and conditions, per the attached Exhibit "A".

The developer shall provide for the long-term maintenance of the borrow site and the operation of the associated dewatering pump until the borrow site is improved to RCFCD standards and accepted by either the City or RCFCD for maintenance as a detention basin. The developer shall bear 100% of the cost of maintenance and pump operation.

The developer may meet the basin maintenance requirement by posting a letter of credit with the City. The developer shall enter into an agreement with the City that covers the borrow site maintenance, to include the letter of credit, prior to the issuance of grading permit or recordation of the Final Map, whichever comes first.

Alternatively, the developer may construct the ultimate detention basin per RCFCD design and construction standards. The developer shall enter into a cooperative agreement with RCFCD and City that covers the terms and conditions for basin design, construction, inspection, right of way transfer, and acceptance by the RCFCD or City for maintenance. The developer may earn Area Drainage Plan fee credit per the Rules and Regulations for the Administrative of Area Drainage Plans (Amended September 17, 2019) for basin construction and right of way dedication.

For either alternative, the borrow site shall be identified as a legal lot on the Tract map 36647 and shall be offered for dedication to the City for flood control purposes.

- 2. The "Combination Access Road and Community Trail" shall be identified as a legal lot on the Tract Map 36647 and shall be offered for dedication to the City for community trail purposes.**
- 3. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:**
 - a. Onsite drainage facilities located outside of right-of-way if required shall be constructed within dedicated drainage**

or concentration of water to upstream and downstream properties shall be permitted.

- c. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. At all new and existing intersections (on and offsite), minimum 18" storm drain and catch basins to eliminate nuisance runoff from cross-gutter shall be installed and connected to existing and proposed storm drain facilities.
- d. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.
- e. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.
- f. This project is located within the mapped 100-year flood plain. Prior to issuance of any permit, the Conditional Letter of Map Revision (CLOMR) shall be submitted. Prior to issuance of any building permits, the final Letter of Map Revision (LOMR) shall be submitted.

Minimum pad elevation must be 12" higher than calculated 100-year flood plain.

- g. Dedication of additional right-of-way along the east side of Perris Valley Channel per adopted master plan shall be required. All improvements within this channel shall be reviewed by Planning Department.
4. Improvements to Evans Road between Ramona Expressway and north City limits shall be in general conformance to City Standards, however the following additional improvements will be required:
- Reference is made to Webb & Associates' memorandum dated March 22, 2016 and the City of Moreno Valley Traffic Engineer's letter dated May 29, 2015. The applicant shall be required to implement the recommended improvements stipulated in these letters and as shown on conceptual plans prepared by Webb titled "Evans Road Ultimate Geometric and Safety Improvements". These and following improvements including the traffic signal at intersection of

Evans Road and Balserra Gate shall be implemented prior to issuance of any occupancy permits.

- The memorandum prepared by Webb also references traffic report prepared by RK and previously reviewed by the City Council. The RK report recommend installation of a fence along the median to discourage "J-walking". The City Council has determined that the installation of fence along the median is not appropriate.
- The project applicant shall work with School District to implement the recommendation of the traffic report and the Webb memorandum as feasible. It is also required for the applicant to work with City of Moreno Valley and install the improvements required by City's Traffic Engineer.
- Access shall be restricted to right-in and right-out at "A" Street and "C" Street.
- Access shall be restricted on Evans Road and noted on Final Map.
- The intersection of "C" Street/Marbella Gate with Evans Road shall be reconstructed in a manner to prohibit left turn movements. This is accomplished by construction of new median.
- The existing pavement along the west side of Evans Road adjacent to the site shall be grind/overlay.
- Additional pavement improvements shall be provided along Evans Road due to utility trenches as determined by City Engineer.
- Construct new crosswalk and pedestrian traffic signal at the EMWD easement located in the City of Moreno Valley. Improvements to include median improvements to serve as a pedestrian refuge and pedestrian signal.
- Construct new traffic signal at the existing intersection of Belserra Gate and Evans Road with associated intersection striping to provide crosswalks. Crosswalk striping shall be Continental Striping.
- Re-stripe Evans Road from Ramona Expressway to northerly City limits to reduce lane widths to 11'.

- Continental striping at all proposed and existing school crosswalk locates include Belserra Gate/Evans Road intersection, new pedestrian crossing in the City of Moreno Valley, and Via De Anza/Evans Road intersection.
 - Construct pedestrian lighting improvements at crosswalks at the intersection of Belserra Gate and Evans Road.
 - Install additional signage extending school reduced speed limit zones south in to the City of Perris per the California MUTCD.
 - Install traffic signal interconnect on Evans Road from Ramona Expressway to Via de Anza.
 - Modify existing traffic signal at Anira Court and Evans Road to accommodate shifted lane and bike lanes.
 - Modify existing traffic signal at Ramona Expressway and Evans Road to accommodate shifted lanes and bike lanes. Install southbound overlapping right turn signal per the traffic impact analysis for TTM 36648.
 - Pay cash-in-lieu fair share for cumulative improvements (3rd westbound through lane and westbound overlapping right turn signal) as identified in the traffic impact analysis.
 - In-roadway warning light system shall be installed at all new/existing crosswalks along Evans Road without a signal.
5. All easements and/or right-of-way dedications shall be offered for dedication to the public and shall continue in force until the City accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by City.
 6. Relinquish and waive right of access to and from Evans Road on the Final Map with the exception of two (2) opening at "A" Street and "C" Street as delineated on the approved Tentative Map.
 7. Vehicular movements at "A" Street and "C" Street at Evans Road shall be restricted to right-in/right-out only.
 8. Onsite drainage facilities located outside of road right-of-way shall be contained within drainage easements and shown on the Final Map. A note shall be added to the Final Map stating: "Drainage easements shall be kept free of buildings and obstructions."

9. The developer shall design and guarantee construction (i.e., posting of security and entering into agreements) of the following public improvements (including parkways and raised landscaped medians) to City's standards unless otherwise noted. Plans shall be approved by City. All street improvement designs shall provide adequate right-of-way and pavement transitions per Caltrans' standards to join existing street improvements.
10. Improve Evans Road – Arterial Highway (128'/94') from Ramona Expressway to northerly tract boundary to include dedication of half-width street right-of-way, installation of half-width street improvements, new paving, curb and gutter, sidewalk, streetlights, drainage facilities, signing and striping and utilities (including but not limited to water and sewer), 14' wide raised landscaped median and offsite pavement transition from northerly tract boundary to existing pavement section on Evans Road per Caltrans and City Standards.

In the event that Department of Water Resources (DWR) implements and constructs the Evans Road Crossing prior to construction of Evans Road, the developer will then be required to coordinate and install the necessary improvements to join and match DWR improvements.

In the event DWR has not started any such work, the applicant shall transition Evans Road improvements as stated above and terminate at northerly DWR right-of-way. The applicant shall also pay cash in-lieu to guarantee completion of Evans Road improvements in the event DWR abandons their project. This fund will be reimbursed to applicant upon completion of improvements by DWR or developers.

11. "A", "B", "D", "E", "F", "G", "H" and "I" (60'/40') streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.
12. "C" Street (78'/44') shall be improved with curb/gutter located 22' on either side of centerline within 78' dedicated right-of-way.
13. "F" and "H" Streets northerly terminus shall be improved with turn arounds, as approved by Fire Department, in the adjacent property (TTM 36648-1), if TM 36648-1 improvements are not in place; respective easements shall be obtained.
14. Streetlights shall be installed along all interior streets and Evans Road as approved by the City Engineer per City of Perris

standards. The lights shall be LS3, LED and plans prepared by Registered Electrical Engineer.

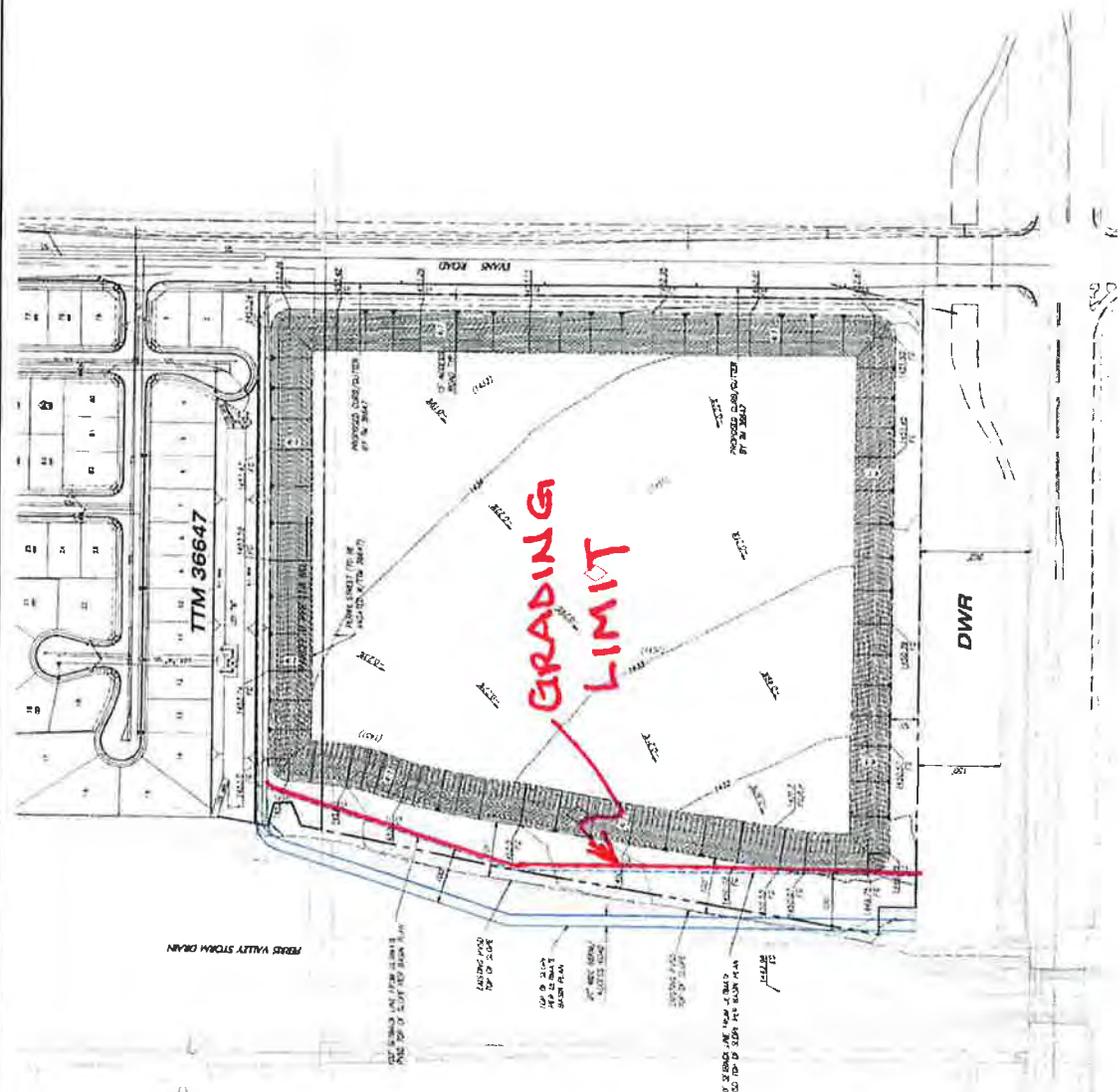
15. Overhead wires/cables (65 Kv or less) shall be removed and undergrounded, poles relocated.
16. 6' wide concrete sidewalk shall be installed throughout this project as approved by Planning Department.
17. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department's requirements.
18. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance, and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. All storm drain facilities including basins, catch basins, and pipes shall be annexed to Flood Control District.
19. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading, and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer's office for review and approval.
20. The street design and improvement concept of this project shall be coordinated with the adjacent projects.
21. Open spaces/trails and basins shall be reviewed and approved by Planning Department.
22. Additional traffic calming improvements including signing/striping as recommended by applicant's Traffic Engineer shall be installed throughout the project.

Stuart E. McKibbin
City Engineer

ENGINEERING EXHIBIT "A"

JULY 24, 2020
TTM 36647

MISSION
PACIFIC
STRATFORD RANCH
TTM 36647/TTM 36648
DRAIN GRADING EXHIBIT





CITY OF PERRIS
PUBLIC WORKS DEPARTMENT
LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: July 3, 2020

To: Ryan Griffiths, Project Planner

From: Michael Morales, CIP Manager

Subject: Condition of Approval Tentative Tract Map (TTM) 36647. Conditions of Approval Proposed to only initiate development of 22.54 acres of the Stratford Ranch South Project (AKA Stratford Ranch Homes) involving 90 single family lots and two lettered lots (A&B), and a 28-acre off site drainage basin. The project is located south of associated TTM 36648, west along Evans Road, east of Perris Valley Storm Channel, North of Ramona Expressway and South of Moreno Valley City Limits (302-150-009 thru-019) PR 16-05216

1. Dedication and/or Landscape Maintenance Easement. Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:

- **Evans Road**—Provide offer of dedication as needed to provide for full half width Street (64'), curb gutter, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 17' public parkway from back of curb. Provide meandering sidewalk 6' sidewalk beginning at Lot 1 (Where Lot B intersects with the Evans Road right-of-way) and continuing south to the DWR property right-of-way.

2. Landscape Maintenance Easement and Landscape Easement Agreement. The developer shall provide, for review and approval, a landscape easement, complete with legal plat map and legal description to the City of Perris. The Developer shall provide an additional 4' landscape easement and Landscape easement agreement, acceptable to the City of Perris for continuation of the Perris Valley Storm Drain Channel Trail along Evans Road, continuing south to the DWR property right-of-way. The total public parkway and PVSD Trail along Evans Road will be 21' from back of curb. Construct trail in accordance with City of Perris Trail Master Plan and plans drawn by Webb and Associates for Perris Master Plans for exact location and construction for asphalt bike trail and decomposed granite trail and planting plan. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

3. Landscaping Plans. Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled " Off-site Landscape Plan For TTM 36647" and shall be exclusive of any private

property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

a. Landscape Limits – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

- **Evans Road** –Tree Primary: Ulmus Parvifolia-Chinese Elm; Secondary (accent tree): Platnus-Acerfolia-London Plane Tree. Use drought resistant shrubs and ground cover intended to complement the existing parkways to the east along Evans Road (BZ 70 TM 32707 and 32708), including but not limited to 1) Pittosporum Tobira Wheelers Dwarf, 2) Lilly of the Nile (Agapanthus Africanus), 3) Hemerocallis Hybrids (evergreen) "Evergreen Daylilly," 4) Trachelospermum Jasminoides, Star Jasmin, 5) cold hardy varieties of Lantana; and ground cover/vine, which do well in Perris including, : 1) Myoporum Pacificum 2) Rosemarinus O. Prostratus "Prostrate Rosemary, and 3) Parthenocissus Tricuspidata, Boston Ivy. Parkway will include 6' meandering sidewalk to match neighboring development, with 3-rail fence at back of concrete sidewalk separating bicycle path.
- **Master Trail Plan Along Western Edge of Tract to Lot B-** Provide a Landscape Design In accordance with the Class I Bike Path Facilities Design Guidelines, provided in the City of Perris Trails Master Plan.
- **Lot A Walking Path, Lot B Retention/Detention Basin, and Lot B Master Trail** - Provide a landscape design and planting pallet that compliments the selected plants for the retention basin, walking path and master trail design.
- **Evans Road Continuing South to DWR Right-of-way (Continuation of Perris Valley Storm Drain Trail)-** Provide a Landscape Design In accordance with the Class I Bike Path Facilities Design Guidelines, provided in the City of Perris Trails Master Plan. Modified, to include 6" curb at back of asphalt concrete bicycle path and wrought iron fencing along edge fronting basin.
- **Interior Street Parkways-Cul-de-sac** adjacent to Lot 4 at H & A streets; side yard Landscaping at Lots 3, 79, 80, 90, 89, 88, 87, 69 and 70.

b. Irrigation – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Calsense or equal). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. Proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.

c. Benefit Zone Quantities – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.

d. Meters – Each District is required to be metered separately. All electrical and water meters shall be located in

locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.

- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
 - f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate the both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - i. **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, irrigation system fully operational, and request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Engineering Administration/Special Districts.
 - **Turn-Over Inspection**– On or about the one year anniversary of Inspection #3, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead

plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees and shrubs in a viable growth condition. Prior to the start of the one year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for the review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turn-over to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**-If street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Street lights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format

photo-copy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.
8. **Flood Control District #1 Maintenance Acceptance.** The proposed development will benefit from existing "downstream" flood control facilities, including pipe and catch basins, which serve the existing development. Therefore, the project shall annex into a new Flood Control District Benefit zone and pay its fair share for the maintenance of these downstream facilities. However, any "new" Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.
9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- **Consent and Waiver for Maintenance District No. 84-1** - New street lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** –New off-site parkway landscape within 17' right-of-way, and 4' easement for continuation of Master Trail along Evans Road to DWR right-of-way; Master Plan Trail within Lot B, Lots A & B retention/detention basin and walking path, interior street side yards at designated lots, and Master Plan Trail along western edge of TTM 36647.
 - **Petition for Flood Control Maintenance District No. 1** -New Drainage Facilities constructed for the project, as determined by the City Engineer.
downstream facilities.
-
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #200
Temecula, CA 92590
-
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
 - v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.

MEMORANDUM

101 North "D" Street, Perris, CA 92570

TO: Nathan Perez

FROM: Darren Madkin, Assistant City Manager *DM*

DATE: October 31, 2018

SUBJECT: TTM 36647, ZC 16-0528, GPA 16-05217

APPLICANT: Mission Pacific Land Company

Community Services Staff have reviewed TTM 36647 and offer the following comment(s):

- Ordinance Number 953 F.1-7 specifies that whenever a specific plan, tentative tract map, residential tentative parcel map, or multi-family residential development proposal is submitted to the Development Services Department, it must be accompanied by a written statement from the applicant stating their intention to dedicate land, pay fees in lieu thereof, or a combination of both for park and recreational purposes. **No such statement is included with this application.** See **attached condition.**
- The map or site plan for this project does not show the location of the proposed parkland dedication.
- The proposed parkland dedication is less than the amount of land required to be dedicated (5 acres/1000 residents). ____ acres are required, but the proposed parkland dedication is only _____. The developer/subdivider must pay fees for the value of any additional land that otherwise would have been required to be dedicated.
- The proposed parkland falls below the minimum size for a _____ park.
- The proposed parkland lies in a floodplain/floodway which impacts the available area for development of park improvements.
The following terms are recommended:
- Other: The household size has increased to 4.16 persons per household in Perris (2010 Census). This number should be used to calculate the park acreage required to meet the requirement. Facilities ineligible for park credit include landscaped area edges, medians, subdivision entries, lakes and streams, or other water features, paseos, greenbelts, trails, walkways, and other similar features that are used primarily as transportation corridors and are not destinations in and of themselves, and privately owned facilities (parks, community centers) which are smaller than four (4) acres.

1. Park Dedication Fee/ Calculation:

90 single family lots x 4.16 persons per household = 374
Dedication requirement is 5 acres per 1,000 residents
90/200 = 0.45 acres

- Or -

The Developer may pay park fees in lieu of dedicating park acreage based on the fair market value of the land which would otherwise be required.

2. Perris Valley Trail Improvements and Landscaping:

The developer shall plan, acquire easements or licenses from the Riverside County Flood Control District, and construct a pedestrian trail along the east bank of the Perris Valley Storm Drain levee that will connect with the future Juan Bautista de Anza Trail (City of Moreno Valley) trail connection to the north of Tract 36648; and the Perris Valley Trail south of the project site. Developer should contact Alan Yasuda, Assistant Engineer with KOA Engineering at 2141 W Orangewood, Orange, CA 92868 (714) 573-0317 or (714) 923-6272; ayasuda@koacorp.com ; to coordinate connection to the City of Moreno Valley's Juan Bautista de Anza Trail. Developer shall also refer to the City of Perris Engineer's conditions of approval for specifications of improvements on Evans Road for bike lane striping.

The Developer shall construct a ten foot (10') wide asphalt concrete pathway for bicycling and a four and a half foot (4.5') wide decomposed granite pathway for pedestrian use adjacent to TTM 36647. A six by twelve inch concrete mow curb (6"x12") will separate the trail from the adjacent channel slope. The mow curb will be notched every 10 feet for drainage and will be set two inches above the slope grade and one inch above the trail. Land opposite the Perris Valley Storm Channel would be landscaped to the property line or to a minimum of five feet (5') from the property line at City owned properties. Landscaping would consist of native, drought resistant vegetation along with a drip irrigation system.

The trail shall extend the entire length of the projects western boundary, from the Moreno Valley City Limit south to the east-west connection in Lot "B" of Tract 36647. The landscape plans shall include grading, fencing, plant material, irrigation, signage and appropriate pedestrian access features. The Landscape plans shall conform to the concepts, features, and standards established in the Perris Trails Master Plan, and design guidelines.

Prior to recordation of final map, the developer shall dedicate land, provide easements, or otherwise hold property in common ownership for an access point to the pedestrian bicycle trail along the Perris Valley Storm Drain on the western boundary of the project site. The access point is to occur as an east to west corridor constructed as a ten foot (10') wide asphalt concrete pathway for bicycling and a four and a half foot (4.5') wide decomposed granite pathway for pedestrian use between Lot "B;" and the proposed Detention Basin identified as Parcel "D." The access point must connect to Evans Road to allow cyclists and pedestrians access to the bicycle lanes on Evans. Prior to the issuance of building permits the applicant shall include a design detail of the pedestrian access on the proposed Landscape Plan. These facilities shall be effectively integrated

into the development through the use of fence, pavement, and plant materials used commonly throughout the development. Particular attention should be given to disabled access, privacy for adjacent 'dwellings (i.e., adequate setbacks and landscape screens), pedestrian safety, and include the installation of bollards to prevent entrance of motorized vehicles.

Wayfinding/Kiosk signage shall be provided at various locations as specified in these conditions. Wayfinding/Kiosk signage shall be provided at the trail connection access point, between Lot "B;" and the proposed Detention Basin identified as Parcel "D." Such signage and the location of the signage shall be consistent with approved signage for the Perris Valley Trail and must be approved by the Community Services Department prior to installation.

Prior to the issuance of a certificate of occupancy for the 45th unit in the tract, the developer shall complete all actions required to complete annexation of the project into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the pedestrian trail. The costs and benefits shall be described in the applicable district and annexation documents.

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

Planning Case File No(s): TTM 36647 (16-05216) ZC 16-05218, GPA 16-05217

Case Planner: Nathan Perez, at (951) 943-5003, ext. 279

Applicant: Jason Keller

Location: Located South of associated TIM 36648, west along Evan Road, east of the Perris Valley Storm Channel, North of Ramona Expressway and South of Moreno Valley City Limits.

Project: A proposal to subdivide 22.54 net acres into 90 single family lots and two (2) lettered lots (A, B), a General Plan Amendment to amend the project area from SP (Specific Plan) to R-6,000 from the City of Perris General Plan land use element, and a Zone Change to re-zone the project area from R-10,000 to R-6,000. UPDATED INFO: the project includes the 27 acre East detention basin.

APN(s): 302-150-009 thru -019

Reviewed By: David J. Martinez, CBO

Date: 6-11-2020

BUILDING & SAFETY

GENERAL CONDITIONS

- 1. Shall comply with the latest adopted edition of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Residential Code
 - C. 2019 California Electrical Code
 - D. 2019 California Mechanical Code
 - E. 2019 California Plumbing Code
 - F. 2019 California Energy Code.
 - G. 2019 California Fire Code
 - H. 2019 California Green Building Standards Code.

- 5. The Tract or Parcel map shall record prior to the issuance of any permits

- 6. The proposed new tract development will have to comply with the new electric vehicle charging station requirements per the adopted code.

- 7. The proposed new tract development will have to comply with the new Solar requirements per the adopted codes.

- 8. Permits are required prior to the removal and/or demolition of any structures.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

- 14. The following items shall be completed and/or submitted as applicable – prior to the

issuance of building permits for this project:

- A. Precise grading plans shall be approved
- B. Rough grading completed
- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.A.

MEETING DATE: September 12, 2023

SUBJECT: Specific Plan Amendment (SPA) 21-05267, Tentative Parcel Map 21-05086 (TPM-38259), and Development Plan Review (DPR) 21-00005 – Continued from the August 29, 2023, meeting. A proposal to consider the following entitlements to facilitate the construction of a 764,753 square-foot industrial building on 35.63-acres located on the south side of Harley Knox Boulevard between Patterson Avenue and Nevada Avenue within the General Industrial and Light Industrial zones of Perris Valley Commerce Center Specific Plan (PVCCSP): 1) Specific Plan Amendment to remove unimproved segments of California Avenue and Nance Street from the Circulation Plan; 2) Tentative Parcel Map to consolidate 38 existing parcels into one (1) 35.63 acre-parcel; and 3) Development Plan Review for the site plan and building elevations. Applicant: Nicole Torsvet, Patterson Limited Partnership.

REQUESTED ACTION: Continuance of this item to the City Council meeting on September 26, 2023.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

Staff recommends that this item be continued to the next scheduled City Council meeting on September 26, 2023, to allow staff and the applicant additional time to adequately address the comment letters received on August 29, 2023. The applicant has agreed to the continuance.

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

Prepared by: Douglas Fenn, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachment:

1. Letter from Applicant – Dated August 31, 2023

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Letter from Applicant - Dated August 31,
2023

From: Torstvet, Nicole <ntorstvet@prologis.com>
Sent: Thursday, August 31, 2023 1:08 PM
To: Patricia Brenes <pbrenes@CityofPerris.org>
Cc: Kenneth Phung <Kphung@cityofperris.org>; Douglas Fenn <dfenn@interwestgrp.com>; Arellano, D.J. <darellano@prologis.com>; Lou Monville <Lou@raincrosscorp.com>
Subject: Patterson and Nance Request for Continuance DPR21-00005

Good Afternoon Patricia,

Per our conversation, we are requesting continuance to the 09/26 City Council hearing so the City attorney can finalize their review of the CARE CA responses.

Thank you,

Nicole Torstvet | Director, Development

3546 Concours St., Suite 100 | Ontario | California | 91764 | United States of America
Direct +1 (909) 673-8727 | Mobile +1 (909) 489-6079 | ntorstvet@prologis.com
www.prologis.com | Follow us on [LinkedIn](#) and [Twitter](#)



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CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

11.B.

MEETING DATE: September 12, 2023

SUBJECT: Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 – *Continued from the August 29, 2023 meeting.* A proposal to rezone 15.6 acres from Commercial Zone to Light Industrial Zone to facilitate the development of a 347,918 square-foot industrial building located at the southwest corner of Ramona Expressway and Perris Boulevard. Applicant: PR Partners, LLC.

REQUESTED ACTION: Adopt Resolution (*next in order*) to deny SPA 19-05287 and DPR 19-00012 for the proposed rezone of 15.6 acres from Commercial Zone to Light Industrial Zone to facilitate the development of a 347,918 square foot industrial building located at the southwest corner of Ramona Expressway and Perris Boulevard;

Or

Adopt Resolution (*next in order*) certifying the Environmental Impact Report (SCH: 2021050021); adopting the Mitigation Monitoring and Reporting Program, the Findings of Fact; and approving Alternative 2 for Development Plan Review 19-00012 to facilitate the construction of a smaller industrial building totaling 304,572 square feet on 13.6 acres and a commercial development totaling 6,960 square feet on the remainder 2 acres, based on the findings and the Conditions of Approval; and

Introduce the First Reading of the Ordinance (*next in order*) approving Specific Plan Amendment 19-05287 to change the zone of 13.6 acres of a 15.6-acre site from the Commercial (C) Zone to Light Industrial (LI) Zone within the Perris Valley Commerce Center Specific Plan (PVCCSP) and making the necessary findings in support thereof.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

At the City Council meeting on August 29, 2023, the Council voted 5-0 to continue the PR Partners industrial project to allow staff and the applicant additional time to address technical matters related to the project.

The City Council initially heard this project at the July 26, 2022, and voted 5-0 to continue the proposal to amend 15.6 acres located on the south side of Ramona Expressway between Indian

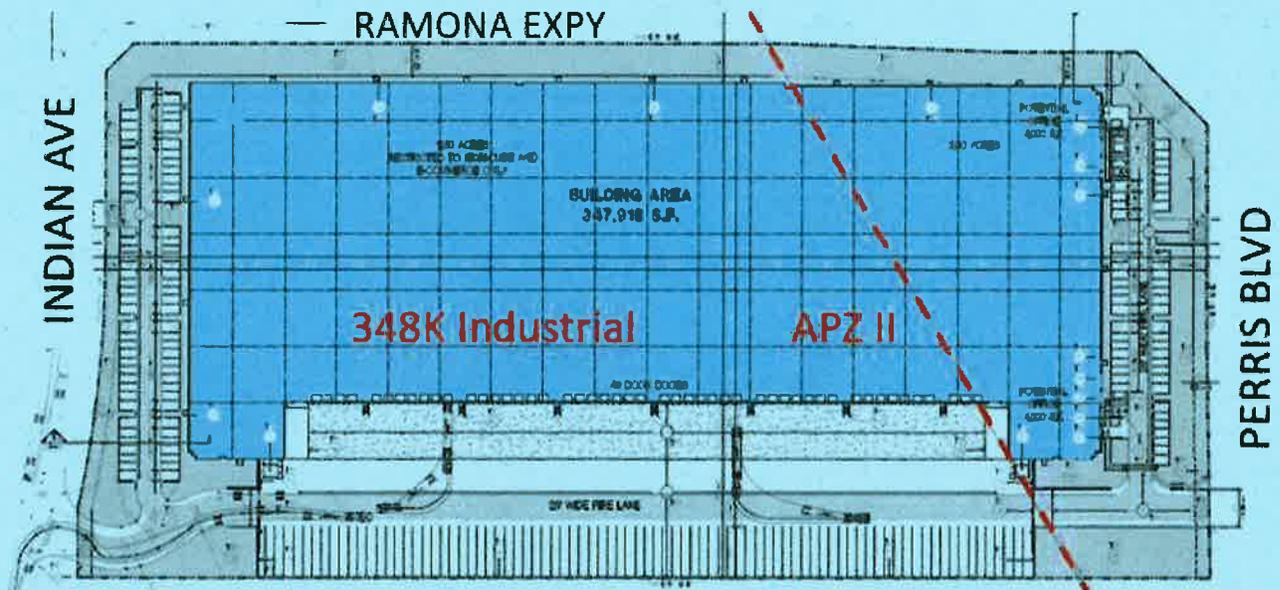
Avenue and Perris Boulevard from Commercial (C) Zone to Light Industrial (LI) Zone to facilitate the development of a 347,918 square foot industrial building to an off-calendar date at the request of the applicant; during the City Council deliberation.

The applicant requested the continuance to work through concerns expressed by the Council, which were also communicated by the Planning Commission during their May 18, 2022, meeting, as summarized below:

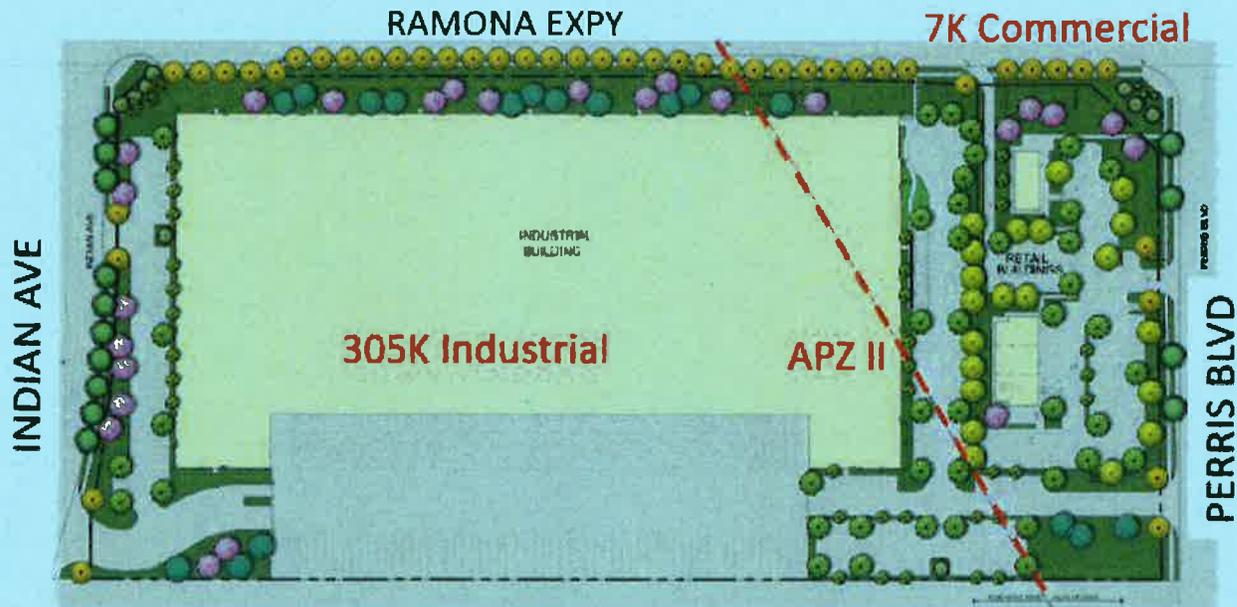
- The industrial warehouse project would not be appropriate for the project site, as the vision for the intersection of Perris Boulevard and Ramona Expressway is for a commercial corridor,
- The Alternative 2 Conceptual Site Plan, analyzed in the EIR, containing a commercial component along the Perris Boulevard frontage and an industrial component behind it with frontage on Ramona Expressway, provides balanced land uses consistent with the vision of the PVCCSP and surrounding development pattern.
- Revisions to the project for consistency with Alternative 2 would be subject to a recommended condition of approval requiring the construction of at least a portion of the commercial component to be fully operational prior to issuance of a certificate of occupancy for the industrial component of the project.

The exhibit below and on the following page illustrates the proposed changes that have been made between the proposal previously presented to the City Council and the newly developed layout for the Alternative 2 project, which now includes the architecture for the commercial center at the southwest corner of Ramona Expressway and Perris Boulevard.

Original Applicant Proposed Site Plan



Applicant Revised Proposed Alternative 2 Site Plan



An Alternative 2 site layout was presented before the Planning Commission (PC) with land set-aside for the commercial area, and the PC voiced support for Alternative 2 proposal as approximately 2/3 of the site is within the Accident Potential Zone II Zone of the March Air Reserve runway, which would not have permitted traditional commercial retail uses such as restaurants within this area. However, the applicant requested to not present Alternative 2 as an approval consideration for Council, but instead only present an approval or denial recommendation for the exclusively industrial project. But in consideration of the City Council comments and discussion during deliberations at the Council meeting on July 26, 2022, the applicant has now prepared the site plan for the commercial area and architecture to reflect Alternative 2 as the preferred proposed project for Council consideration.

Public Comments at the July 26, 2022 Council Meeting

At the meeting, a total of seven (7) members of the Laborers' International Union of North America (LIUNA) and Southwest Carpenters Union spoke in support of the project, as the development would allow them to work closer to home.

A total of five (5) people spoke in opposition to the project; three (3) of them were from the Center for Community Action and Environmental Justice, and two (2) were Perris residents; they expressed concerns with the reduction of commercially zoned properties and emphasized that warehouses should be developed in industrially zoned areas.

PROJECT DESCRIPTION:

Since the July 26, 2022, Council hearing, the applicant has revised the project to include two acres of the 15.6-acre project site for commercial development containing 6,960 square feet of commercial buildings along the Ramona Expressway/Perris Boulevard/Indian Avenue frontages and 13.6 acres for the proposed industrial building, which resulted in an area reduction of the industrial building from 347,918 square feet to 304,572 square feet.

With the reduction to the industrial building's square footage, the applicant has adjusted their community benefit contribution previously from \$1,000,000 to \$915,000 for park and open space projects. Also, the project will still include a condition requiring off-site tree planting outside of the project area or payment of an equivalent in-lieu fee, in addition to being conditioned to provide an enhanced signage monumentation with landscaping at the southwest corner of Ramona Expressway and Perris Boulevard for the new commercial area, as the intersection is a prominent commercial corridor in the City of Perris. And as previously stated, there is now a condition of approval requiring the construction of at least one retail building within the commercial component of the project and that the commercial use be fully operational prior to issuance of a certificate of occupancy for the industrial component of the project.

The following changes are also included in the overall project revisions:

Industrial Development

For the industrial development, the passenger vehicle parking increased from 128 to 151 spaces. The truck parking decreased from 82 to 61 spaces. The number of dock doors decreased from 49 to 38 docks. The landscape coverage decreased from 16.2 % to 16%. The interior office space increased from 8,000 to 20,000 square feet.

Commercial Development

For the commercial development, two commercial buildings are proposed consisting of a 2,010 square foot single-tenant fast food restaurant and a 4,950 square foot three-tenant retail/food commercial building. A total of 76 passenger vehicle parking spaces are provided with 16% landscaping coverage. The applicant has agreed to the construction of at least one commercial building and to have the commercial use fully operational prior to the issuance of a certificate of occupancy for the industrial building.

Site Circulation

The site has been designed to provide five points of access. On Indian Avenue, the southern driveway will provide full turning access for truck traffic only to the industrial component of the site, and the northern driveway will provide right-in/right-out access for passenger vehicles only to the industrial component of the site.

On Ramona Expressway, one driveway is proposed, restricted to right-in-only access for passenger vehicles to the commercial component of the site. The right turn lane will need to be extended approximately 70 feet to the west to allow for additional deceleration.

On Perris Boulevard, the northern driveway will provide right-in/right-out access for passenger vehicles only to the commercial component of the site, and the southern driveway will provide right-in/right-out access for passenger vehicles only to the industrial component of the site.

FINAL ENVIRONMENTAL IMPACT REPORT:

An Environmental Impact Report (EIR) has been completed in accordance with the California Environmental Quality Act (CEQA) requirements (Attachment 10). The EIR concludes that all impacts have been identified as less than significant or have been reduced to below the level of significance with implementation of mitigation measures.

Following the July 26, 2022, continuation of the project by the City Council, the project has been revised to pursue EIR Alternative 2 – Lower Intensity Industrial, which analyzed a smaller industrial site on 13.6 acres, located at the southeast corner of Ramona Expressway and Indian Avenue, and a commercial site on 2 acres, located at the southwest corner of Ramona Expressway and Perris Boulevard. Memorandums have been prepared analyzing the revised project impacts to Air Quality, Greenhouse Gas Emissions, Energy, Health Risk Assessment, Noise, and Traffic and Vehicle Miles Travelled (VMT) and were found not to have greater impacts than what was in the EIR Alternative 2 – Lower Intensity Industrial. No additional comments have been received since the notification of the updated CEQA document.

The commercial development on 2 acres of the project site is predicated on the boundaries of the MARB/Inland Port Airport Land Use Compatibility Plan zones (MARB/IPA LUCP), where approximately 75 % of the project site, proposed to be developed with the industrial building, is zoned B1-APZ II and the remainder 25% of the project site, proposed to be developed with commercial uses, is zoned C1. The B1-APZ II Zone prohibits residential uses, children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, restaurants, and places of assembly, and limits the number of people per acre to an average of 50 and no more than 100. The C1 Zone allows 3 dwelling units per acre, prohibits children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, and places of assembly, and limits the number of people to an average of 100 and no more than 250. As proposed, on January 12, 2023, the project was deemed to be consistent with the MARB/IPA LUCP by the Riverside Airport Land Use Commission.

The revised project site plan is similar to the development characteristics of Alternative 2, analyzed in the EIR, except it does not propose a vehicle fuel station and instead proposes commercial uses. The additional information provided in the Memorandum and the supporting technical analyses concludes that the potential environmental impacts of the revised project site plan would be similar to or less than those identified for the Lower Intensity Industrial Alternative 2 in the DEIR and similar to those of the original proposed project evaluated in the DEIR.

In the event fast-food drive-through restaurants are proposed, the air quality, greenhouse gas, noise, and traffic technical studies prepared for the proposed revised site plan include a “worst case analysis” for future double drive-throughs for two fast-food restaurant uses. Therefore, additional studies would not be needed for these businesses if proposed but would be subject to the granting of a Conditional Use Permit.

RECOMMENDATION:

Section 19.54.010(1) of the Municipal Code authorizes the Planning Commission to review and recommend to the City Council approval or denial of proposed requests for zone change. The Planning Commission determined that the Project, as originally proposed, did not adequately address the Commission's issues of concern and recommended denial of the Project. Therefore, per the Planning Commission's action, Staff is carrying forth the Planning Commission's recommendations that the City Council adopt Resolution (next in order) to not certify the EIR (SCH: 2021050021) for the 347,918 square foot industrial building located at the southwest corner of Ramona Expressway and Perris Boulevard.

However, since the applicant has modified the proposed project to address the notable concerns expressed by the City Council and Planning Commission, if the Council wishes to approve the revised Project there is an Alternate Resolution (next in order) certifying the EIR, adopting the

Mitigation Monitoring and Reporting Program and Findings of Fact, and approving Alternative 2 for Development Plan Review 19-00012; and introduce the first reading of the Ordinance (next in order) approving Specific Plan Amendment 19-05287 to facilitate the construction of a smaller industrial building totaling 304,572 square feet on 13.6 acres and a commercial development totaling 6,960 square feet on the remainder 2 acres, based on the findings and the Conditions of Approval.

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

Prepared by: Chantal Power, AICP, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Resolution Number (*next in order*) denying the SPA 19-05287 and DPR 19-00012
2. Resolution Number (*next in order*) certifying the EIR, adopting the Mitigation Monitoring and Reporting Program, and the Findings of Fact; and approving the Alternative 2 Project and Revised Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
Due to the size of the environmental documents, they are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479
3. Ordinance Number (*next in order*) Approving Specific Plan Amendment 19-05287
4. Vicinity / Aerial Map
5. PVCCSP Existing and Proposed Land Use Plan
6. MARB/ IPA ALUC Map
7. Project Plans (Site Plan, Floor Plan, Building Elevations, Conceptual Landscape Plans, and Sight Line Studies)
8. Planning Commission Report Without Exhibits - Dated May 18, 2022
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/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479
9. City Council Agenda Packet - Dated July 26, 2022
Due to the size of the files, the documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479

10. City Council Agenda Report – Dated August 29, 2023 (continuance request to September 12, 2023)

11. Final Environmental Impact Report (including DEIR)

Due to the size of the files, the documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Resolution Number (*next in order*) Denying
SPA 19-05287 and DPR 19-00012

RESOLUTION NUMBER (Next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING SPECIFIC PLAN AMENDMENT 19-05287 AND DEVELOPMENT PLAN REVIEW 19-00012 FOR THE PROPOSED REZONING OF 15.6 ACRES FROM COMMERCIAL TO LIGHT INDUSTRIAL TO FACILITATE THE DEVELOPMENT OF A 347,918 SQUARE FOOT INDUSTRIAL BUILDING LOCATED AT THE SOUTH SIDE OF RAMONA EXPRESSWAY BETWEEN INDIAN AVENUE AND PERRIS BOULEVARD, SUBJECT TO THE FINDINGS CONTAINED HEREIN.

WHEREAS, the Ramona, Perris and Indian Industrial Development Project (“Project”) is a proposal to rezone 15.6 acres from Commercial Zone to Light Industrial Zone to facilitate the development of a 347,918 square-foot industrial building located at the south side of Ramona Expressway between Indian Avenue and Perris Boulevard; and

WHEREAS, applications for Specific Plan Amendment 19-05287, and Development Plan Review 19-00012 (collectively, the “Project”) were submitted to amend the Perris Valley Commerce Center (“PVCC”) Specific Plan from Commercial (“C”) to Light Industrial (“LI”) to facilitate the development of a non-refrigerated industrial development; and

WHEREAS, the proposed applications collectively are considered a “project” as defined by the California Environmental Quality Act (“CEQA”), and the Ramona, Perris and Indian Industrial Development is the project title; and

WHEREAS, the Planning Commission conducted a duly noticed regular public hearing on May 18, 2022 regarding the Project, and recommended denial of the Project after considering all oral and written presentations and testimony by members of the public and City staff, including, but not limited to, materials in the staff report and accompanying documents; and made the following findings in support of the denial:

The Planning Commission found that SPA 19-05287 did not satisfy the requirements of Perris Municipal Code Section 19.54.040(b) pertaining to the findings required by Perris Municipal Code Section 19.54.040(b)(1) as follows:

1. The specific plan amendment is consistent with the general plan land use map and applicable general plan objectives, policies, and programs.

The SPA 19-05287 is not consistent with the General Plan Land Use Map. The Project site is designated as “Specific Plan” by the General Plan Land Use Map, which means that SPA 19-05287 must be consistent with the PVCCSP Vision and Objectives. Thus, SPA 19-05287 is inconsistent with the following PVCCSP Vision and Objectives:

- Ensure a balance of land uses that maintain and enhance the City’s fiscal viability, economic diversity and environmental integrity.
Approximately 180 acres of land has been rezoned from a mix of other land uses to Light Industrial. The PVCCSP is already heavily zoned for LI uses and SPA 19-05287 would create further imbalance of economic diversity and environmental integrity.
- Require measures to reduce “heat island” effect by mitigating the warming effects of hard surface areas.
An industrial warehouse of this size will add to the heat island effect due to the large hard surface areas.
- Encourage project designs that support the use of alternative transportation facilities.
Though an RTA bus stop is proposed on Ramona Expressway and Indian Avenue, the proposed use relies heavily on truck traffic and does not support alternative transportation facilities.

WHEREAS, on July 26, 2022, the City Council conducted a duly noticed public hearing on the project, and continued the project for revisions related to the retention of approximately 2 acres for commercial use on the southwest corner of Ramona Expressway and Perris Boulevard; and

WHEREAS, on September 12, 2023, the City Council conducted a duly noticed public hearing on the project, which includes, without limitation, consideration of oral and written testimony from the public and materials in the agenda report, attachments/exhibits thereto, and accompanying documents for the Environmental Impact Report (State Clearinghouse No. 2021050021), Specific Plan Amendment 19-05287, and Development Plan Review 19-00012; 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 public hearings; and

WHEREAS, pursuant to California Environmental Quality Act (Public Resources Code Section 21000, et seq. (“CEQA”)), Pub. Res. Code Sec. 21080(b)(5) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, et seq.) Section 15270, a project that is denied or rejected is exempt from the requirements of CEQA; and

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

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

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

Section 2. Based on the forgoing and substantial evidence presented to the City Council at the public hearing for this Project, including, but not limited to, the information contained in the agenda submittal and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public at the public hearing on August 29, 2023, the City Council hereby finds the following:

A. Specific Plan Amendment 19-05287

The City Council finds that SPA 19-05287 does not satisfy the requirements of Perris Municipal Code Section 19.54.040(b) pertaining to the findings which must be made prior to approval of the specific plan amendment. Specifically, the Project does not satisfy the findings required by Perris Municipal Code Section 19.54.040(b)(1) as follows:

1. The specific plan amendment is consistent with the general plan land use map and applicable general plan objectives, policies, and programs.

The SPA 19-05287 is not consistent with the General Plan Land Use Map, which designated the entire project site for commercial uses. Although the project proposes to retain the portion of the site fronting Perris Boulevard for commercial use, the project requires a Specific Plan Amendment to rezone of the remaining portion of the site because the proposed land use is not consistent with the PVCCSP or General Plan. Additionally, the SPA 19-05287 must be consistent with the PVCCSP Vision and Objectives. Thus, SPA 19-05287 is inconsistent with the following PVCCSP Vision and Objectives:

- Ensure a balance of land uses that maintain and enhance the City's fiscal viability, economic diversity and environmental integrity.

Approximately 180 acres of land has been rezoned from a mix of other land uses to Light Industrial. The PVCCSP is already heavily zoned for LI uses and SPA 19-05287 would create further imbalance of economic diversity and environmental integrity.

- Require measures to reduce "heat island" effect by mitigating the warming effects of hard surface areas.

An industrial warehouse of this size will add to the heat island effect due to the large hard surface areas.

- Encourage project designs that support the use of alternative transportation facilities.

Though an RTA bus stop is proposed on Ramona Expressway and Indian Avenue, the proposed use relies heavily on truck traffic and does not support alternative transportation facilities.

B. Development Plan Review 19-00012

The City Council finds that DPR 19-00012 does not satisfy the requirements of Perris Municipal Code Section 19.54.040(f)(8) pertaining to the findings which must be made prior to approving of a development plan review. Specifically, the Project does not satisfy the findings required by Perris Municipal Code Section 19.54.040(f)(8)(a) as follows:

- A. The location, size, design, density and intensity of the proposed development and improvements are consistent with the City's General Plan, any applicable Specific Plans, the purposes and provisions of this Title, the purposes of the Zone in which the site is located, and the development policies and standards of the City.

The Project site is zoned "Specific Plan" by the General Plan and is located within the PVCCSP, which means that the PVCCSP Visions and Objectives are applicable. Therefore, the Project is inconsistent with the following PVCCSP Visions and Objectives as follows:

- Ensure a balance of land uses that maintain and enhance the City's fiscal viability, economic diversity and environmental integrity.

Approximately 180 acres of land has been rezoned from a mix of other land uses to Light Industrial. The PVCCSP is already heavily zoned for LI uses and SPA 19-05287 would create further imbalance of economic diversity and environmental integrity.

Further, the Project site is zoned Commercial (C) within the PVCCSP, which permits retail, professional office, and service-oriented business activities. The Project proposes the development of approximately 347,918 square foot industrial/warehouse, which is inconsistent with the purposes of the Commercial (C) zone and the uses authorized therein.

Section 3. Based upon the forgoing and all oral and written testimony and presentations made by members of the public and City staff (including, but not limited to, the agenda submittal and its exhibits) at the public hearing on July 26, 2021, the City Council hereby denies Specific Plan Amendment 19-05287 and Development Plan Review 19-00012.

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 by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

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

ADOPTED, SIGNED and APPROVED this 12th day of September, 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 (*next in order*) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 12th day of September 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

ATTACHMENT 2

Resolution Number (*next in order*) Certifying the EIR, Adopting the Mitigation Monitoring and Reporting Program, and the Findings of Fact; and Approving th Alternative 2 Project and Revised Conditions of Approval

(Planning, Engineering, Public Works, Community Services, and Building & Safety)

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/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479

RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CERTIFYING AND ADOPTING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE #2021050021), AND THE MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING DEVELOPMENT PLAN REVIEW 19-00012 TO FACILITATE THE DEVELOPMENT OF A 304,572 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE ON 13.66 ACRES AND, BASED UPON FINDINGS HEREIN AND SUBJECT TO THE CONDITIONS OF APPROVAL AND THE MITIGATION MONITORING AND REPORTING PROGRAM.

WHEREAS, the applicant, Lars Anderson with PR Partners, LLC., proposes to amend the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to change the zoning designation from Commercial (C) to Light Industrial (LI) and construct the Ramona, Perris and Indian Industrial Development Project, which is a 304,572 sq. ft. non-refrigerated industrial/warehouse buildings along with the required improvements on a 13.66-acre site located on the south side of Ramona Expressway between Indian Avenue and Perris Boulevard; and

WHEREAS, Specific Plan Amendment 19-05287 (“SPA 19-05287”) and Development Plan Review 19-00012 (“DPR 19-00012”) applications were submitted for consideration of architectural design and site layout and operations for the above-mentioned project (“Project”); and

WHEREAS, the proposed SPA 19-05287 and DPR 19-00012 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, pursuant to 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, the City, as lead agency, determined that an Environmental Impact Report (“EIR”) should be prepared pursuant to CEQA in order to analyze all potentially significant adverse environmental impacts of the Project, which includes, without limitation, DPR 19-00012 and SPA 19-05287; and

WHEREAS, between December 21, 2021 and February 7, 2022, the Draft Environmental Impact Report (EIR) was made available for public review and comment during a state-mandated 45-day public review period; and

WHEREAS, responses to comments were prepared for inclusion in the Final EIR and were circulated to responders prior to the public hearing date; and

WHEREAS, the Planning Commission conducted a duly noticed regular public hearing on May 18, 2022 regarding the Project, and recommended denial of the Project after considering all oral and written presentations and testimony by members of the public and City staff, including, but not limited to, materials in the staff report and accompanying documents; and made the following findings in support of the denial:

The Planning Commission found that SPA 19-05287 did not satisfy the requirements of Perris Municipal Code Section 19.54.040(b) pertaining to the findings required by Perris Municipal Code Section 19.54.040(b)(1) as follows:

1. The specific plan amendment is consistent with the general plan land use map and applicable general plan objectives, policies, and programs.

The SPA 19-05287 is not consistent with the General Plan Land Use Map. The Project site is designated as “Specific Plan” by the General Plan Land Use Map, which means that SPA 19-05287 must be consistent with the PVCCSP Vision and Objectives. Thus, SPA 19-05287 is inconsistent with the following PVCCSP Vision and Objectives:

- Ensure a balance of land uses that maintain and enhance the City’s fiscal viability, economic diversity and environmental integrity.

Approximately 180 acres of land has been rezoned from a mix of other land uses to Light Industrial. The PVCCSP is already heavily zoned for LI uses and SPA 19-05287 would create further imbalance of economic diversity and environmental integrity.

- Require measures to reduce “heat island” effect by mitigating the warming effects of hard surface areas.

An industrial warehouse of this size will add to the heat island effect due to the large hard surface areas.

- Encourage project designs that support the use of alternative transportation facilities.

Though an RTA bus stop is proposed on Ramona Expressway and Indian Avenue, the proposed use relies heavily on truck traffic and does not support alternative transportation facilities.

WHEREAS, on July 26, 2022, the City Council conducted a duly noticed public hearing on the Project, and continued the project for revisions related to the retention of approximately 2 acres for commercial use on the southwest corner of Ramona Expressway and Perris Boulevard; and

WHEREAS, on August 29, 2023, the City Council conducted a duly noticed

public hearing on the Project, and continued the project at the applicant's request to address late comment letters received by the City regarding this Project; and

WHEREAS, on September 12, 2023, the City Council conducted a duly noticed public hearing on the Project, which includes, without limitation, consideration of oral and written testimony from the public and materials in the agenda report, attachments/exhibits thereto, and accompanying documents for the Environmental Impact Report (State Clearinghouse No. 2021050021), Specific Plan Amendment 19-05287, and Development Plan Review 19-00012; 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, including the Environmental Impact Report (State Clearinghouse No. 2021050021) and all oral and written evidence presented to the City during all Project meetings and hearings; and

WHEREAS, the City Council's certification of the Environmental Impact Report (State Clearinghouse No. 2021050021) reflects its independent judgment and analysis; 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 additional environmental review under State CEQA Guidelines section 15088.5; and

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

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

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

Section 2. Based on the forgoing, the information contained in the agenda submittal and supporting attachments/exhibits and all oral and written presentations and testimony made by City staff and members of the public at the public hearing on September 12, 2023, the Environmental Impact Report (State Clearinghouse No. 2021050021) ("EIR") prepared for the Project (including all comments received), substantial evidence in light of the whole record, and in accordance with the City of Perris ("City") guidelines for implementing the CEQA, the City Council hereby determines pursuant to Section 15090 of the CEQA Guidelines that the final EIR was completed in compliance with CEQA, was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the Project, and the final EIR reflects the lead agency's independent judgment and analysis. In connection therewith and based upon the forgoing, the City Council finds as follows:

- A. No significant environmental effects would occur that could not be mitigated to a less than significant level; and
- B. A Mitigation Monitoring and Reporting Program was prepared to avoid or substantially lessen significant environmental effects of the Project; and
- C. The lead agency has identified the Planning Division as the custodian of the Mitigation Monitoring and Reporting Program; and
- D. A Statement of Overriding Considerations was not prepared for the final EIR as there were no significant and unavoidable impacts identified in connection with the Project.

Section 3. Based on the forgoing, the information contained on the agenda submittal and supporting attachments/exhibits and all oral and written presentations and testimony made by City staff and members of the public at the public hearing on September 12, 2023, the City Council further finds the following regarding Development Plan Review 19-00012:

Development Plan Review 19-00012

- A. *The location, size, design, density and intensity of the proposed development and improvements are consistent with the City's General Plan, any applicable Specific Plans, the purposes and provisions of this Title, the purposes of the Zone in which the site is located, and the development policies and standards of the City.*

The Project is located in Planning Area Three of the General Plan Land Use Element. Though Planning Area Three is subtitled: Agricultural Preserve Area, the purpose statement of Planning Area Three indicates that the transition of this area from agricultural to commercial and industrial uses should be encouraged to "enhance the economy of the City", due to the proximity to the I-215 freeway, and several distribution centers in the surrounding area. Additionally, there are no lands within the City boundaries designated or zoned for agricultural uses. Further, as part of the 2005 City of Perris General Plan update, it is the General Plan's policy to orderly convert agricultural lands to other approved land uses with the modernization of the City. The change of use from Commercial to Light Industrial is consistent with the General Plan purpose for this area of the Perris Valley Commerce Center Specific Plan (PVCCSP) and can be conditioned to be consistent with the PVCCSP with proposed Specific Plan Amendment (SPA 19-05287).

- B. *The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*

The subject site is physically suitable to accommodate the Project. The shape, size, access, and availability of utilities and services are all adequate to accommodate the proposed 304,572 square foot industrial warehouse and retention of approximately 2 acres for commercial use on the southwest corner of Ramona Expressway and Perris Boulevard. Additionally, because the site is primarily located in the Accident Potential

Zone of the March Air Reserve Base, an industrial use of this nature would ensure that the Project does not exceed the people per acre allowed in this restrictive zone of the Airport Land Use Compatibility Zone.

- C. *The proposed development and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.*

The Project site is located approximately 8,300 feet southeast of the southerly end of Runway 14-32 of the March Air Reserve Base/Inland Port Airport and is subject to its Airport Land Use Compatibility Plan (ALUCP). The Project site is within Zone B1 – APZ II (Inner Approach/Departure Zone), and Zone C1 (Primary Approach/Departure Zone) within which industrial uses of this type are not prohibited or discouraged due to safety risks. The B1 – APZII zone limits average intensity to 50 people per acre and no more than 100 people per acre, and the C1 zone limits average intensity to 100 people per acre, and no more than 250 people per acre. The Project as revised has been reviewed and conditionally approved by ALUC on January 12, 2023, and would therefore not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

- D. *The architecture proposed is compatible with community standards and protects the character of adjacent development.*

As conditioned, the Project's proposed architecture for the warehouse meets or exceeds the design standards for the PVCCSP Light Industrial (LI) Zone, as it was designed to provide architectural elements mimicking commercial frontage. The Project proposes an architecturally enhanced building with varying roofline heights, steel canopy awnings, glazed glass building elements along street facing elevation at consistent intervals to mimic a commercial facade. Finishes on the exterior of the building include wood cement board siding, concrete panels, blue glazed spandrel and vision glass, and paint in shades of white and grey concrete walls. Additionally, 2 acres on the southwest corner have been retained for commercial use, which will be approved separately under a Conditional Use Permit application.

- E. *The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.*

Good quality landscaping is provided throughout the Project site, including street trees along Ramona Expressway, Indian Avenue, and Perris Boulevard. Multi-layered, drought-tolerant landscaping including flowering trees and shrubs will be provided in large landscape areas along and within the setback areas of the site. Approximately 16% of the Project site will be landscaped which exceeds the 12% coverage required in the PVCCSP.

- F. The safeguards necessary to protect the public health, safety and general welfare have been required for the proposed project.*

An Environmental Impact Report (State Clearinghouse No. 2021050021), memorandums related to the pursual of EIR Alternative 2 – Lower Intensity Industrial, Findings of Fact, and Mitigation Monitoring and Reporting Program (“MMRP”) have been prepared for the purpose of mitigating any potential impacts of the Project to a level that is less than significant. Rezoning the property to Light Industrial for an industrial warehouse development would not be injurious to the public health, safety and general welfare and is conditioned and mitigated to reduce any potential impacts for the proposed industrial use.

Section 4. Based on the forgoing, the information contained on the agenda submittal and supporting attachments/exhibits and all oral and written presentations and testimony made by City staff and members of the public at the public hearing on September 12, 2023, the City Council hereby certifies and adopts the Environmental Impact Report (State Clearinghouse No. 2021050021), Findings of Fact, and the MMRP.

Section 5. Based on the forgoing, the information contained on the agenda submittal and supporting attachments/exhibits and all oral and written presentations and testimony made by City staff and members of the public at the public hearing on September 12, 2023, the City Council hereby approves Development Plan Review 19-00012 subject to the Mitigation Monitoring and Reporting Program and Conditions of Approval, which are attached hereto and incorporated herein by this reference.

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 8. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 12th day of September, 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 (*next in order*) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 12th day of September 2023, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Attachments:

1. Conditions of Approval (Planning, Engineering, Public Works, and Building & Safety)
2. Environmental Impact Report, Mitigation Monitoring and Reporting Program, and Findings of Fact
Due to the size of the files, the environmental documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479

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

RECOMMENDED REVISED CONDITIONS OF APPROVAL

**Specific Plan Amendment 19-05287
Development Plan Review 19-00012**

September 12, 2023

PROJECT: Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP) to change the zoning designation of approximately 13.6-acres located at the southeast corner of Ramona Expressway and Indian Avenue from Commercial (C) to Light Industrial (LI) to facilitate the development of a 304,572 square foot industrial building and commercial development on the remainder 2 acres of the project site as proposed by Alternative 2 of the Project EIR. **Applicant:** PR Partners, LLC.

General Requirements:

1. **Approval Period for Development Plan Review 19-00012.** In accordance with P.M.C. Section 19.50.080, Expiration and Extension of Time, this approval shall expire three (3) years from the date of City Council approval. Within three years, the applicant shall demonstrate the beginning of substantial construction as contemplated by this approval, which shall thereafter be diligently pursued to completion, or substantial utilization. A maximum of three (3) one-year extensions may be requested. A written request for extension shall be submitted to the Planning Division at least ten (10) days prior to the initial (and any subsequent extension) expiration of the Development Plan Review.
2. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) for Environmental Impact Report (SCH: 2021050021). The MMRP Checklist is attached to reduce potential aesthetic, air quality and greenhouse gas, biological resources, cultural resources, energy, geology and soils, hazards and hazardous materials, noise, transportation, tribal cultural resources, and wildfire impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed.
3. **City Ordinances and Business License.** The subject business shall maintain compliance with all local and City Ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
4. **Specific Plan Compliance.** The project shall conform to the standards of the Perris Valley Commerce Center Specific Plan (PVCCSP).
5. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the **September 12, 2023**, City Council meeting, or as amended by these conditions. Any deviation shall require appropriate Planning Division review and approval.
6. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical

transformers, power vaults, and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Planning Division and Engineering Department Conditions of Approval shall be reproduced in full on construction drawings and grading plans, located immediately following the cover sheet of such plans. The applicant shall annotate each Condition on the construction plans to indicate the manner by which each condition has been satisfied (i.e., sheet and detail numbers).

7. **City Engineer's Conditions.** The project shall comply with all requirements of the City Engineer's Conditions of Approval dated August 31, 2023.
8. **Fire Department Conditions.** The project shall comply with all Conditions of Approval by the Fire Department dated April 12, 2022 consisting of the following requirements:
 - a. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
 - b. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2- hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
 - c. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
 - d. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.
 - e. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
 - f. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
 - g. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
 - h. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven feet above the finished surfaced and near the main entrance door.
9. **Public Works Conditions.** The project shall comply with all Conditions of Approval by the Public Works Department dated August 31, 2023.
11. **Building Conditions:** The project shall comply with all Conditions of Approval by the Building Department dated July 6, 2020.

12. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).
13. **Southern California Edison.** The applicant shall contact the Southern California Edison (SCE) area service planner (951) 928-8323 to complete the required forms prior to commencement of construction.
14. **Exterior Downspouts.** Exterior downspouts are not permitted on the elevations of any building where exposed to public view. Interior downspouts are required.
15. **Screening of Roof-Mounted Equipment.** Parapet walls shall prevent public views of roof-mounted equipment.
16. **Utilities.** All utility facilities attached to buildings, including meters and utility boxes, shall be enclosed within cabinets, as appropriate, and/or painted to match the building to which they are affixed.
17. **Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.
18. **Graffiti** located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times. Graffiti shall be painted over in panels and not patches. The paint used in the removal of graffiti shall match the existing color.
19. **Property Maintenance.** The project shall comply with provisions of Perris Municipal Code 7.06 regarding Landscape Maintenance, and Chapter 7.42 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule identified in Public Works Department Condition of Approval No. 5, dated February 10, 2021.
20. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning SPA 19-05287 and DPR 19-00012. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.
21. **Fish and Game Fee.** Within three (3) days of Planning Commission approval, the applicant shall submit a check to the City Planning Division, payable to "Riverside County Clerk-Recorder" for payment of State Fish and Game filing fees and the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.
22. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial

compliance, in concept, with the Riverside County WQMP Manual requirements. Additional Engineering Department review is required to determine if the proposed retention basin is adequately sized to meet the minimum 100-year storm event volumes. The following two conditions apply:

- a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.
 - b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a Final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the Retention Basin. The Public Works Department shall review and approve the Final WQMP text, plans and details.
23. **Construction Practices.** To reduce potential traffic, noise, and air quality impacts, the mitigation measures listed in the Mitigation Monitoring and Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.

Project-Specific Requirements:

24. **Off-Site Tree Planting or Funding.** To promote the City's tree planting initiative currently underway to make Perris GREEN providing positive benefits to the local environment from air quality to shading, the developer will plant one 24 inch box tree per 5,000 square feet of building size to include irrigation lines and controllers at an off-site location to be determined by the City (i.e., City right-of-way, parks, etc.) or provide funding equivalent to such cost at the discretion of the City prior to issuance of the building permit for the industrial project.
25. **Community Recreation Amenity Fee.** The developer/property owner will pay a \$915,000 community benefit fee that will go towards park and recreation development projects in the City, such as the Cooper Creek project or the San Jacinto Trials project, at the City's discretion for the industrial project. Payment shall be remanded to the City on the following schedule: \$415,000 due prior to issuing the Certificate of Occupancy, an additional \$250,000 no later than one year after the first payment, and the final \$250,000 no later than one year after the second payment. If the property is sold to another developer/property owner, the entirety of the payment shall be paid upon the closing of the sale.
26. **Project Phasing Plan.** Prior to the issuance of a Temporary or Final Certificate of Occupancy for the Industrial Project, the developer/applicant shall have completed the construction of one commercial building of the commercial component of the Project, with all City inspections complete and signed off, and at least one of the commercial businesses in operation and open to the public. Any proposed drive through businesses shall obtain approval of Conditional Use Permit prior to securing the necessary building permits or requesting certificate of occupancy for the commercial component.

27. **Enhanced Corner Monumentation at the Southeast Corner of Indian Avenue and Ramona Expressway.** Prior to building permit issuance, a corner cutback shall be provided at the southwest corner of Ramona Expressway and Perris Boulevard for the commercial project to include an enhanced entry monumentation consisting of the multi-layer landscaping, water feature, and signage identifying the development is within the Perris Valley Commerce Center Specific Plan subject to the approval of the City.
28. **Perris Boulevard Emergency Access and Knox Box.** The southerly drive access along Perris Boulevard shall be gated and used as emergency access only, with a Knox Box installed for Fire Department access.
29. **RTA Bus Stop.** An ADA bus stop shall be constructed on the southeast corner of Ramona Expressway and Indian Avenue in accordance with the Riverside Transit Authority (RTA) standard requirements, and as indicated on the project plans.
30. **Employee Amenities.** A minimum of one (1) indoor employee amenity and two (2) outdoor employee amenities shall be provided. The indoor amenity may include cafeterias to weight rooms. The outdoor amenities include an outdoor break area with overhead shade trellis, and either a bocce ball court or exercise area with equipment.
31. **On-street Parking.** On-street parking of vehicles, trucks, or trailers associated with the project is strictly prohibited.
32. **Screen Walls.** An 8-foot high tubular steel fence would be provided along the southern boundary of the site. An 8-foot high metal gate is also proposed at the southern-most driveway located on Indian Avenue and at the western drive aisle separating the industrial project from the commercial project. These gates are each 40-feet in length and will be located after the access to the east and west parking and building entry areas. This fenced area will serve to separate the site from the proposed commercial property to the west, the existing property to the south and to secure the trailer parking stalls.
33. **Signs.** This approval does not include signs, which shall conform to the Perris Crossing Sign Program. Applicant shall apply for a separate sign permit and all signs shall be reviewed and approved by the Planning Division prior to the issuance of building permits.
34. **State, County and City Ordinances.** All tenants shall maintain in compliance with all State, County and City ordinances, including but not limited to an annual fire inspection and maintenance of a City business license.
35. **March Air Reserve Base.** Notice regarding proximity to the March Air Reserve Base (i.e. to be provided by March Air Reserve Base) shall be given to all prospective purchasers of the property and tenants of the building. The project shall comply with the following Conditions of Approval issued by the Airport Land Use Commission on January 12, 2023:

Outdoor Lighting. Any outdoor lighting installed shall be hooded or shielded so as to prevent either spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

Prohibited Uses. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

- a. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
- c. Any use which would generate smoke or water vapor or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
- d. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- e. Children's schools, day care centers, libraries, hospitals, skilled nursing and care facilities, congregate care facilities, hotels/motels, restaurants, places of assembly (including, but not limited to places of worship and theaters), buildings with more than 2 aboveground habitable floors, hazardous materials, and critical community infrastructure facilities.
- f. Highly noise-sensitive outdoor nonresidential uses. Examples of noise-sensitive outdoor nonresidential uses that are prohibited include, but are not limited to, major spectator-oriented sports stadiums, amphitheaters, concert halls and drive-in theaters.
- g. Any other uses not permitted in (Accident Potential Zone I/Accident Potential Zone II) pursuant to DoDI 4165.57 Appx. 2, Tbl. 1.
- h. Other Hazards to Flight.

Avigation Easement. Prior to issuance of building permits, the landowner shall convey an avigation easement to the March Inland Port Airport Authority or its successor in interest or provide evidence that such easement has been previously conveyed. The Airport Authority may waive this requirement in the event that the Authority determines that pre-existing avigation easements dedicated to the United States of America are sufficient to address its needs. Contact the March Joint Powers Authority at (951) 656-7000 for additional information.

Notice to Property Owners. Notice of airport in vicinity shall be given to all prospective purchasers of the property and tenants of the buildings.

Detention Basins. Any proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm,

and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with the airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS WILDLIFE AND STORMWATER MANAGEMENT" brochure available at realuc.org which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice of airport in vicinity sign, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

Electromagnetic radiation. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether conflict with the Air Reserve Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.

Noise. Noise attenuation measures shall be incorporated into the design of the office areas of the structure, to the extent such measures are necessary to ensure that interior noise levels from aircraft operations are at or below 45 CNEL.

Solar Glare. If the project were to propose rooftop solar panels, the applicant/developer shall prepare a solar glare study that analyzes glare impacts, and this study shall be reviewed by the Airport Land Use Commission and March Air Reserve Base.

ALUC Review. This project has been evaluated as consisting of (within Zone B1-APZ-II) 274,150 square feet of e-commerce warehouse area (no office area proposed) and (within Zone C1) a portion of the main industrial building including 10,422 square feet of warehouse area, 10,000 square feet of first floor office area, and 10,000 square feet of second floor office mezzanine area; a standalone 2,010 square foot restaurant building with an 8 car stack drive-thru which includes 1,206 square feet of dining area and 804 square feet of kitchen area; a 4,950 square foot mixed retail/restaurant building with 14 car stack drive-thru which includes: 1,050 square feet of dining area and 700 square feet of kitchen area (fast food restaurant), 960 square feet of dining area and 640 square feet of kitchen area (inline restaurant), and 1,600 square feet of retail area. Any increase in building area, change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Director.

Fire Sprinkler System. Zoned fire sprinkler systems shall be required throughout the industrial building.

FAA OES Clearance. Review and the necessary clearances from the FAA OES is required for all temporary construction cranes.

Prior to Grading Permit Issuance:

36. **Water Quality Management Plan (WQMP).** The applicant shall submit a final WQMP substantially in conformance with the approved Preliminary WQMP including, but not limited to, plans and details providing the elevations, slopes, and other details for the proposed structural source control BMPs, and vegetative swales. The Public Works Department shall review and approve the final WQMP plans and details.
37. **Partial Tentative and Partial Final Cancellation Process Completion.** Approval of this Project is conditioned upon the applicant completing the Partial Tentative and Partial Final Cancellation process through the City Council of the City of Perris, in accordance with Government Code § 51200 et seq, pursuant to the Williamson Act of 1965, and Perris Municipal Code Chapter 19.74, prior to grading permit issuance.
38. **Planning Clearance.** The applicant shall first obtain clearance from the Planning Division verifying that all pertinent conditions of approval have been met.

Prior to Building Permit Issuance:

39. **Site Lighting Plan.** The site lighting plan shall conform to the requirements of the City's adopted Mount Palomar Ordinance and be submitted to the Planning Division for final review and approval. Full cutoff fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas.
40. **Trash Enclosures.** A covered trash enclosure constructed to City standards and in compliance with the California Building Code 2022 is required. The trash enclosure shall be easily accessible to the tenant and be screened by landscaping from the public view. The split-face blocked wall trash enclosure shall have an overhead trellis treatment. Elevations shall be included in the final landscape plans for review and approval by the Planning Division.
41. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Division for approval, accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a California registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan.
 - a. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation, including the detention basin.
 - b. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection

after all the landscaping and irrigation has been installed and is completely operational. Before calling for a final inspection, a "Certificate of Compliance" form shall be completed and signed by the designer/auditor responsible for the project, and submitted to the project planner for approval.

42. **Fees.** Prior to issuance of building permits, the developed shall pay the following fees:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre
 - b. Development Impact Fees
 - c. Multiple Species Habitat Conservation Plan fees
 - d. Statutory school fees in effect to all appropriate school districts
 - e. RBBD fees
 - f. District drainage fees
 - g. All fees identified on Conditions of Approval from other department or instituted prior to issuance of a building

Prior to Issuance of Occupancy Permits:

43. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to the issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:
- i. Landscape Maintenance District No. 1;
 - ii. Flood Control Maintenance District No. 1;
 - iii. Maintenance District No. 84-1;
 - iv. Perris North Public Safety Community Facilities District 2001-3; and
 - v. Transportation Uniform Mitigation Fee.
 - vi. Community Facilities District No. 2018-02 (public services district)
44. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.

END OF CONDITIONS



CITY OF PERRIS

JOHN POURKAZEMI, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-1455

August 31, 2023

DPR 19-00012 – PR Partners LLC

SWC Ramona Expy. & Perris Blvd.

APN 303-060-020

Lot 1 – TM 30217 (MB 310/070)

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

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

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet as approved by the City Engineer.

2. Prior to issuance of any permit, the developer/property owner shall secure City's and appropriate agencies' approvals of all improvement plans.

3. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

4. Truck Access to and from the site shall be limited to I-215/Harley Knox Boulevard Interchange, Harley Knox Boulevard and Indian Avenue; and alternatively to and from I-215/Placentia Avenue Interchange, Placentia Avenue and Indian Avenue. Truck access to and from Ramona Expressway and Perris Boulevard is prohibited.

5. Site circulation shall be such that auto and truck access and parking are distinct and separate.

Prior to issuance of Grading Permit:

6. The uses of the commercial site shall be determined and based on this determination, the project's Traffic Engineer shall verify and validate that the traffic conditions as identified in the underlying Traffic Impact Analyses have been satisfied.

7. The developer/property owner shall sign the consent and waiver form to join the City's Lighting and Landscape Districts including the raised landscaped medians, and City's Flood Control District as appropriate. The existing and proposed streetlights, traffic signals and the raised landscaped medians shall be maintained by the City and cost paid by the developer/property owner through the said annexations.

8. Ramona Expressway is classified as an Expressway (184'/134') per General Plan. Adequate right-of-way shall be dedicated to accommodate 92 foot half width right-of-way and the designated right turn lane pocket at Perris Boulevard, the width and length of the right turn pocket shall be determined by the project's Traffic Engineer, as determined and approved by the City Engineer.

9. Perris Boulevard is classified as a Primary Arterial (128'/94') per General Plan. Adequate right-of-way shall be dedicated to accommodate 64 foot half width right-of-way, as determined and approved by the City Engineer.

10. Indian Avenue is classified as a Secondary Arterial (94'/70') per General Plan. Adequate right-of-way shall be dedicated to accommodate 47 foot half width right-of-way, as determined and approved by the City Engineer.

11. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

12. All easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the City Engineer.

13. One driveway only is permitted on Ramona Expressway; this driveway shall accommodate access to the commercial site only, shall be restricted to right-in only and shall not exceed 14 feet in width.

14. Two driveways only shall be permitted on Perris Boulevard; both driveways shall be designated for auto access only and shall be restricted to right-in/right-out only and shall not exceed 26 feet in width. The northerly driveway shall accommodate access to the commercial site and the southerly driveway shall accommodate access to the industrial site - the warehouse.

15. The northerly driveway on Indian Avenue shall be designated for auto access only and shall be restricted to right-in/right-out only and shall not exceed 26 feet in width.

16. The southerly driveway on Indian Avenue shall be aligned with the existing driveway to the west and shall be designated for truck access only.

17. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes to accommodate ADA.

18. The existing underground tributary drainage system at Indian Avenue discharges onto the site and is conveyed easterly in an earthen ditch along Ramona Expressway.

The developer/property owner shall collect the stormwater that discharges onto the property and convey it in a storm drain pipe within Ramona Expressway right-of-way and discharge it into the existing channel at the northeast corner of Ramona Expressway and Perris Boulevard as approved by the City Engineer.

Also, the developer/property shall collect the roadways' tributary runoff and generated onsite runoff onsite and convey it into the existing 54 inch storm drain pipe in Perris Boulevard that discharges into the existing channel at the northeast corner of Ramona Expressway and Perris Boulevard as approved by the City Engineer.

All onsite runoff shall be treated onsite prior to discharge.

ENGINEERING DEPARTMENT

101 N "D" ST., PERRIS, CA 92570

TEL.: (951) 943-6100

19. Basin design shall be per Riverside County Flood Control and Water Conservation District (RCFCD) and City of Perris design standards and guidelines.

20. The developer/property owner shall submit the following to the City Engineer and RCFCD for review and approval:

- a. Onsite Grading and Erosion Control Plans – Plans shall show the approved WDID No.
- b. Street Improvement Plans
- c. Traffic Signal Plans
- d. Signing and Striping Plans
- e. Final Drainage Plan, Hydrology and Hydraulic Report
- f. Geotechnical/Soils Report
- g. Final WQMP (for reference)
- h. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards

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

Prior to issuance of Building Permit:

21. There are two uses proposed for the site, a commercial use and an industrial use – for a warehouse – therefore, prior to issuance of a Building Permit, a tentative parcel map shall be filed with the City for review and approval and shall be recorded.

22. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by City. Drainage fees shall be paid as set forth under the provisions of the “Rules and Regulations of Administration of Area Drainage Plan”. Acreage for the project site’s impervious area shall be provided.

23. Water and Sewer Improvement Plans, per Fire Department and Eastern Municipal Water District (EMWD) standards, shall be submitted to the City Engineer for review and approval.

24. Fire Department and EMWD approvals of the Water Improvement Plans are required prior to City Engineer’s approval.

25. Paved access shall be provided to the proposed buildings per the Precise Grading Plan.

26. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report.

Prior to issuance of Certificate of Occupancy:

27. Ramona Expressway along the property frontage within the dedicated right-of-way shall be improved to provide for full half width asphalt paving from south of the raised median (using a TI of 11.0 and PG 70-10) including the right turn lane pocket, 8 inch curb and gutter, Class I Shared Use Path (10 foot wide sidewalk) set back from the curb and gutter – location as approved by Public Works Department, Planning Department and City Engineer – per City of Perris Active Transportation Plan, and street lights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards, as determined and approved by the City Engineer.

28. Perris Boulevard along the property frontage within the dedicated right-of-way shall be improved to provide for full half width asphalt paving from west of the raised median (using a TI of 11.0 and PG 70-10), 8 inch curb and gutter, 6 foot wide sidewalk set back from the curb and gutter – location as approved by Public Works Department, Planning Department and City Engineer, Class IIB bicycle lane per City of Perris Active Transportation Plan, and street lights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards, as determined and approved by the City Engineer.

29. Indian Avenue (Secondary Arterial – 94'/70') along the project frontage within the dedicated right-of-way shall be improved to provide for a 6 foot wide sidewalk, Class II bicycle lane per City of Perris Active Transportation Plan, and street lights subject to the photometric analysis, per City of Perris, County of Riverside and Caltrans standards, as determined and approved by the City Engineer.

The existing raised landscaped median on Indian Avenue along the property frontage shall be extended southerly to accommodate a designated left turn pocket into the truck designated driveway, as determined and approved by the City Engineer.

The withstand truck traffic, the full width of the existing concrete pavement on Indian Avenue shall be extended to south of the southerly driveway, as determined and approved by the City Engineer.

30. The condition of the existing pavement on Ramona Expressway, Perris Boulevard and Indian Avenue along the property frontage shall be evaluated by the developer/property owner's soils engineer to determine the extent of pavement rehabilitation, as determined and approved by the City Engineer.

31. The developer/property owner shall pay a fair share cost for installation of a traffic signal at the intersection of the southerly driveway and Indian Avenue. The cost shall include the cost of design and contingencies.

32. The developer/property owner shall pay the City \$175,000 for their contribution towards the implementation of interim and ultimate improvements to I-215/Ramona Expressway interchange, I-215/Harley Knox Boulevard interchange and other improvements. This one time contribution is above and beyond RBBB and other City fees and it is not reimbursable.

33. Associated existing signing and striping shall be refreshed and any pavement or appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced or grind and overlaid by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT LANDSCAPE DIVISION

Weed Abatement

NPDES Services

Flood Control and Landscape Districts

MEMORANDUM

Date: August 31, 2023

To: Chantal Power, Project Planner

From: Joseph Rivera, Program Coordinator

By: Chris Baldino, Landscape Inspector

Subject: **DPR 19-00012– Conditions of Approval 2nd Submittal**

Proposal to construct a 304,572 s.f. concrete warehouse building and 4 fast food restaurants on a 16-acre site. Project is located at S/W corner of Perris Blvd. and Ramona Expressway, within the Perris Valley Commerce Center Specific Plan.

-
- 1. Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Perris Boulevard** – Provide offer of dedication as needed to provide for standard full half (arterial 128' ROW, 64' half width) Street, raised median, curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan. Including a minimum 17' public parkway from the face of curb.
 - **Ramona Expressway** - Provide offer of dedication as needed to provide for standard full half (Expressway 184' ROW, 92' half width) Street, raised median, curb gutter, 10' shared use sidewalk, and off-site landscaping requirements, per City General Plan, including a minimum 25' public parkway from back of curb.
 - **Indian Avenue**- City Engineer will verify existing dedications. Provide offer of dedication as needed to provide for full half (secondary arterial 94' ROW, 47' half width) Street, raised median, curb, gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 12' public parkway from back of curb.
 - 2. Landscape Maintenance Easement and Landscape Easement Agreement.** The developer shall provide, for review and approval, a landscape easement, complete with a legal plat map and legal description of the City of Perris. The Developer shall provide an additional landscape easement, acceptable to the City of Perris for frontage along Ramona Expressway and Perris Boulevard, to provide for a public parkway width to match the development of the northwest corner of the intersection. The minimum easement required shall be 3', respectively. The total public parkway along Perris Boulevard will be 20' from the face of curb. The Developer shall provide an additional landscape easement at the intersections of Indian Avenue and Ramona Expressway, and at Perris Boulevard and Ramona Expressway to provide for an enhanced corner cut back area. The total public parkway at corner cut back shall be 26.5' from back of curb at Indian and Ramona Expressway, and 64.5' from back of curb at Perris Boulevard and Ramona Expressway. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

3. **Landscaping Plans.** Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan DPR 19-00012" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
- **Landscape Limits** – This project will be built in two phases; all improvements shall be shown on one set of plans for both phases as one cohesive set of plans. Phase 1 improvements shall provide mainline stub ups and a junction box of irrigation station wires to account for future Phase 2 improvements. The limits of right-of-way areas or easement areas, defined by concrete mow curbs, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:
 - **Perris Boulevard (phase 1)**- Primary Tree: *Platanus Acerfolia*'Columbia', (used at surrounding development). Use drought resistant shrubs and ground cover intended to complement the existing parkways and existing raised median along Perris Blvd., (see PVCCP Section 6.2.1 Expressway Landscaping Figure 6.0-3 and Arterial Landscaping 6.0-4).
 - **Perris Boulevard Median (phase 1)**- The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Perris Blvd which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities. Existing landscape within existing raised landscape median shall remain and shall be protected in place. The developer shall replace missing, dead, or diseased/dying plants, trees, ground cover, hardscape and irrigation components disturbed by any work developer is required to perform in the right-of-way, prior to acceptance of existing landscaping into LMD.
 - **Ramona Expressway (phase1/phase 2)**- Primary Tree: *Platanus Acerfolia*'Columbia', (used at surrounding development). Use drought resistant shrubs and ground cover intended to complement the existing parkways and existing raised median along Perris Blvd., (see PVCCP Section 6.2.1 Expressway Landscaping Figure 6.0-3 and Arterial Landscaping 6.0-4).
 - **Ramona Expressway Median (phase 2)**- The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Ramona Expressway which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities. Existing landscape within existing raised landscape median shall remain and shall be protected in place. The developer shall replace missing, dead, or diseased/dying plants, trees, ground cover, hardscape and irrigation components disturbed by any work developer is required to perform in the right-of-way, prior to acceptance of existing landscaping into LMD.
 - **Intersection of Ramona Expressway and Perris Boulevard (S/W Corner) (phase 1)**- Visual enhancement may include but shall not be limited to two tier masonry planters with stucco fascia in

crescent shape to scale of setback, proposed by applicant either on Private property or public property. Private or project signage shall contain elements of the City's neighborhood and entry monument design. Examples are shown in Figure 6.0-13 and design elements are to be provided by the City of Perris. Install trees, (in a semi-circle or crescent shape on the upper level), with two levels of drought tolerant shrubs in mid- and foreground planters.

- **Indian Avenue-Primary Street Tree-** Platnus Acerfolia "Platnus Acerfolia" (London Plane Tree) (in lieu of PVCCSP Brachychiton Populneua); as a secondary accent tree use Lagerstroemia 'Natchez "Crape Myrtle"; Shrubs- (in lieu of PVCCSP shrubs) use Muhlenbergia Capillaris, Hesperaloe Parviflora "Red Yucca", and Lantana Montevicensis, "Trailing Lantana."
- **Indian Avenue Median-** The proposed development will benefit from the existing landscape maintenance district facilities, including a raised landscape median on Indian Ave, which will serve the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay its fair share of the maintenance of the existing median facilities. Existing landscape within existing raised landscape median shall remain and shall be protected in place. The developer shall replace missing, dead or diseased/dieing plants, trees, ground cover, hardscape and irrigation components disturbed by any work developer is required to perform in the right-of-way, prior to acceptance of existing landscaping into LMD.
- **Infiltration Swales, Retention Basins, other BMP's-** BMP's required for the project shall not encroach within the City's right-of-way off-site LMD landscape areas.
- **Mounding or Planted Slopes-**Any mounding or planted slopes within the City's right-of-way off-site LMD landscape areas shall not exceed a 3:1 slope.
- **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Engineering Administration and Special Districts Division. Components shall include, but not be limited to Salco or GPH flexible PVC risers, Sentry Guard Cable Guard and Union Guard, backflow Wilkens Model 375 (or equal), flow sensor Creative Sensor Technology FS1-TI5-001 or Data Industrial or equal. Controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (WeatherTrak ET Pro3 Smart Controller, or equal, with Rain Sensor). At the discretion of the Engineering Administration and Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. The proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor.
- **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- **Meters** – Each District is required to be metered separately. All electrical and water meters shall be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended

to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.

- **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.
 - **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
 - **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
 - **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all mulched areas.
 - **Wire Mesh and Gravel At Pull Boxes**- Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion
4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only “OFF-SITE” landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two working days (Monday through Friday) prior to the actual inspection. Contact Public Works-Engineering Administration/Special Districts at (951) 657-3280 to schedule inspections.
- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** - Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** - Landscaping installed, with all equipment and irrigation system fully operational.
 - **Inspection #4** - A joint inspection with the Development Inspector and LMD Inspector and Applicant to request for “Start of 1 year Maintenance Period” submitted, with all required turn-over submittal items provided to Public-Works Special Districts and Storm Water Division.
 - **Turn-Over (Inspection #5)**– On or about the one-year anniversary of Inspection #4, Developer shall

call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period**-The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #3 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for review and approval by the City's Special Districts Division. City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to: replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turnover to City maintenance staff.
6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting, shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**- If Street lighting is required, lighting shall meet the type, style, color, and durability requirements necessary for energy efficiency goals, maintenance, and longevity of improvements of the City Engineer's Office. Streetlights will be owned by City of Perris not SCE. Streetlights shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works-Engineering and Administration Division/Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 956-2120 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turnover information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide

electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developers shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for the amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photocopy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Engineering and Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall meet the type, style, and durability requirements of the Public Work's Engineering Administration and Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works-Engineering and Administration Division/Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Engineering Administration and Special Districts Division. The Public Works Engineering Administration and Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** The proposed development will benefit from existing "downstream" flood control facilities, including pipe and catch basins, which serve the existing development. Therefore, the project shall annex into a new Flood Control District Benefit zone and pay its fair share for the maintenance of these downstream facilities. However, any "new" Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Engineering and Administration Division/Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood

control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** Prior to permit issuance, developer shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
- **Consent and Waiver for Maintenance District No. 84-1-New Street** lighting proposed by the project, as determined by the City Engineer
 - **Consent and Waiver for Landscape Maintenance District No. 1** –New off-site parkway landscape proposed by the project along Indian Avenue, Perris Boulevard, and Ramona Expressway. In addition, the proposed development benefits from existing improvements, and shall pay its fair share of the existing landscape median maintenance located along Indian Avenue, Perris Boulevard, and Ramona Expressway fronting the development.
 - **Petition for Flood Control Maintenance District No. 1** - For Off-site Flood Control Facilities proposed by the project. For off-site Flood Control Facilities proposed by the project, including paying a fair share cost of Lateral E-2, as determined by the City Engineer.
- Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industrial, #200
Temecula, CA 92590
- a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.
 - i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.

- v. Confirmation by the City Council completes the annexation process and the condition of approval has been met.



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

Fire Department Development Review Comments

April 13, 2022

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

Subject: Preliminary Review for Warehouse; DPR19-00012

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

1. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
2. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.
3. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
4. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 4000 GPM for 4 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized
5. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
6. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
7. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

8. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
9. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
10. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.
11. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
12. Prior to building final, the building shall be provided with a Knox Lock key box located no more than seven-feet above the finished surfaced and near the main entrance door.
13. Prior to the issuance of a Certificate of Occupancy the building shall be provided with an emergency radio communication enhancement system. The emergency radio communication enhancement system shall meet the requirements of CFC § 510 and all applicable subsection. The system shall be installed and inspected by the City of Perris Building Department before the Certificate of Occupancy is issued. The requirement can be waived by the Fire Marshal if the building is evaluated by an Emergency Radio Communication Specialist license by FCC, who certifies the building meets the emergency communications capability as specified by the California Fire Code § 510. The certification shall be in the form of a written report which outlines the analysis used in determining the building meets the emergency communications without an enhancement system.

Respectfully,



Dennis Grubb, CFPE

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

Planning Case File No(s): DEVELOPMENT PLAN REVIEW #19-00012

Case Planner: Alfredo Garcia (951) 943-5003,

Applicant: Mike Naggar and Associates

Location: SW Corner of Perris Blvd and Ramona Express Way

Project: Proposal to construct a 347,000 SF warehouse

APN(s): 303-060-020

Reviewed By: David J. Martinez, CBO

Date: 7-6-2020

BUILDING AND SAFETY CONDITIONS

1. Shall comply with the latest adopted State of California 2019 editions of the following codes as applicable:
 - A. 2019 California Building Code
 - B. 2019 California Electrical Code
 - C. 2019 California Mechanical Code
 - D. 2019 California Plumbing Code
 - E. 2019 California Energy Code.
 - F. 2019 California Fire Code
 - G. 2019 California Green Building Standards Code.
2. Automatic fire suppression systems shall be installed in all new construction when the gross area of the building exceeds 3,500 sf.
3. You will be required to provide proper fire access to the entire site.
4. You will have to comply with the new Electric Vehicle charging station requirements.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
 - A. Precise grading plans shall be approved
 - B. Rough grading completed

- C. Compaction certification
- D. Pad elevation certification
- E. Rough grade inspection signed off

FIRE CONDITIONS: To Be provided by Dennis Grubb

ATTACHMENT 3

Ordinance Number (*next in order*) Approving
Specific Plan Amendment 19-05287

ORDINANCE NUMBER (Next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 19-05287 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 13.6 ACRES FROM COMMERCIAL (C) TO LIGHT INDUSTRIAL (LI) TO FACILITATE THE DEVELOPMENT OF A 304,572 SQUARE FOOT NON-REFRIGERATED INDUSTRIAL WAREHOUSE BUILDING, LOCATED ON THE SOUTHEAST CORNER OF RAMONA EXPRESSWAY INDIAN AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF.

WHEREAS, the applicant, Lars Anderson with PR Partners, LLC., proposes to amend the Perris Valley Commerce Center Specific Plan (“PVCCSP”) to change the zoning designation from Commercial (C) Zone to Light Industrial (LI) Zone and construct the Ramona, Perris and Indian Industrial Development Project, which is a 304,572 sq. ft. non-refrigerated industrial/warehouse buildings along with the required improvements on a 13.6-acre site located on the south side of Ramona Expressway between Indian Avenue and Perris Boulevard; and

WHEREAS, Specific Plan Amendment 19-05287 (“SPA 19-05287”) and Development Plan Review 19-00012 (“DPR 19-00012”) applications were submitted for consideration of architectural design and site layout and operations for the above-mentioned project (“Project”); and

WHEREAS, the proposed SPA 19-05287 will not conflict with the goals, policies, and implementation measures set forth in the General Plan; and

WHEREAS, the proposed SPA 19-05287 and DPR 19-00012 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”);

WHEREAS, Environmental Impact Report (SCH: 2021050021) was prepared for the Project (DPR 19-00012 and SPA 19-05287); and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on May 18, 2022, regarding Environmental Impact Report (SCH: 2021050021), SPA 19-05287, and DPR 19-00012, at which time the Planning Commission recommended that the City Council not certify Environmental Impact Report (SCH: 2021050021), and deny SPA 19-05287, and DPR 19-00012 after considering all oral and written testimony submitted by members of the public and City staff including, without limitation, the materials in the agenda submittal and accompanying documents; and

WHEREAS, on July 26, 2022, the City Council conducted a duly noticed public

hearing on the Project, and continued the project for revisions related to the retention of approximately 2 acres for commercial use on the southwest corner of Ramona Expressway and Perris Boulevard; and

WHEREAS, on August 29, 2023, the City Council conducted a duly noticed public hearing on the Project, and continued the project to allow the applicant additional time to address technical matters regarding the project; and

WHEREAS, on September 12, 2023, the City Council conducted a duly noticed public hearing on Environmental Impact Report (SCH: 2021050021), SPA 19-05287, and DPR 19-00012, at which time all interested persons were given full opportunity to be heard to present evidence; and

WHEREAS, by Resolution Number (*next in order*), the City Council certified Environmental Impact Report (SCH: 2021050021) for the proposed SPA 19-05287 and DPR 19-00012; and

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

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

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

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

Section 2. City Council Resolution No. (*next in order*) found that all the requirements of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines and the City’s Local CEQA Guidelines have been satisfied in Environmental Impact Report (SCH: 2021050021) as it relates to the Project, which is sufficiently detailed so that all of the significant environmental effects of the Project have been adequately evaluated and mitigated. Further, City Council Resolution No. (*next in order*) certified and adopted Environmental Impact Report (SCH: 2021050021) and the related Mitigation Monitoring and Reporting Program and Findings of Fact. Therefore, City Council Resolution no. (*next in order*)’s findings related to, certification of, and adoption of the Environmental Impact Report (SCH: 2021050021) and the related Mitigation Monitoring and Reporting Program and Findings of Fact for the Project are incorporated herein by this reference as if set forth in full.

Section 3. The City Council further finds, based upon the forgoing and the information contained within the agenda submittal and accompanying attachments/exhibits, as well as all oral and written testimony and presentations made by members of the public and City

staff at the public hearing on September 12, 2023, with respect to the Project, the following regarding Specific Plan Amendment 19-05287:

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

The Project is located in Planning Area Three of the General Plan Land Use Element. Though Planning Area Three is subtitled: Agricultural Preserve Area, the purpose statement of Planning Area Three indicates that the transition of this area from agricultural to commercial and industrial uses should be encouraged to "enhance the economy of the City", due to the proximity to the I-215 freeway, and several distribution centers in the surrounding area. Additionally, there are no lands within the City boundaries designated or zoned for agricultural uses. Further, as part of the 2005 City of Perris General Plan update, it is the General Plan's policy to orderly convert agricultural lands to other approved land uses with the modernization of the City. The change of use from Commercial to Light Industrial is consistent with the General Plan purpose for this area of the Perris Valley Commerce Center Specific Plan (PVCCSP).

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

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

SPA 19-05287 proposes to amend the land use designation of 13.6 acres of the Perris Valley Commerce Center Specific Plan from Commercial to Light Industrial, and will not impact areas designated as open space.

- 2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.*

An Environmental Impact Report (SCH:2021050021) was prepared for the Project and determined that there would be no impacts to major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities in the area. Specifically, the following were found to be consistent with the PVCCSP and General Plan :

- The proposed Project will install or make fair share contributions toward necessary infrastructure, pay established development impact fees (DIF), and pay regional impact fees (Traffic Uniform Mitigation Fee or TUMF for traffic, Multiple Species Habitat Conservation Plan fees to protect biological species and habitat, etc.);

- The analysis in the Initial Study and other sections of this EIR conclude the Project will not result in significant impacts related to hazards or hazardous conditions (e.g., flooding, wildfires, earthquakes) with implementation of the recommended standard conditions and mitigation measures;
 - Section 4.10 of the EIR demonstrates the Project will help further the City's circulation goals and policies regarding non-vehicular transportation. It also demonstrates the Project will have less than significant impacts relative to VMT and will make various adjacent street improvements for planning and engineering purposes;
 - Although LOS is no longer a CEQA-required topic, the Project will make and/or fund appropriate street, traffic signal, and other appropriate intersection improvements to support the proposed development consistent with the City's development review process;
 - A biological assessment was conducted on the Project site. Section 4.3 of the EIR demonstrates the Project will not have significant impacts on biological resources with implementation of a number of standard conditions and mitigation measures recommended in the PVCCSP EIR;
 - Section 4.7 of the EIR demonstrates the Project will not result in significant impacts to either short- or long-term water quality through preparation and implementation of a Storm Water Pollution Prevent Plan and a Water Quality Management Plan;
 - The Project will comply with current State Green Building Code and EMWD water conservation requirements. The Project will not result in significant impacts relative to solid waste generation;
 - EIR Section 4.12 demonstrates the Project will comply with established waste reduction and recycling programs including construction waste; and
 - Section 4.7 of the EIR demonstrates the Project will not be subject to flooding and the proposed drainage system will accommodate onsite runoff so that there will be no significant increase in downstream offsite runoff.
3. *Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.*

Section 4.0 On-Site Design Standards and Guidelines, Section 5.0 Off-Site Design Standards and Guidelines, Section 6.0 Landscape Standards and Guidelines, Section 7.0 Commercial Standards and Guidelines, Section 8.0 Industrial Design Standards and Guidelines, Section 9.0 Business/Professional Office Standards and Guidelines, Section 10.0 Residential Design Guidelines, and Section 11.0 Public Standards and

Guidelines of the PVCCSP provide for standards for conservation, development, and the utilization of natural resources, where applicable. The Project does not propose any amendments to these sections of the existing specific plan.

4. *A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above.*

Several sections of the PVCCSP provide implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions related to the major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities. Specifically, Chapter 3.0 – Infrastructure Plan, Section 4.2.1 – General On-Site Project Development Standards and Guidelines, Section 13.0 – Implementation and Administrative Process, Section 13.3.4 – Community Improvements, and Section 13.4 – Financing and Maintenance Mechanisms adequately address infrastructure implementation programs and financing measures. None of these sections of the PVCCSP will be amended in conjunction with the proposed Specific Plan Amendment.

Section 3. Based on the forgoing, the information contained on the staff report and supporting attachments/exhibits and all oral and written presentations and testimony made by City staff and members of the public presented at the public hearing on September 12, 2023, the City Council hereby approves Specific Plan Amendment 19-05287 (attached hereto) changing the land use designation of 13.6 acres of the Perris Valley Commerce Center Specific Plan from Commercial to Light Industrial.

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

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

ADOPTED, SIGNED and APPROVED this 12th day of September 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 Ordinance Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of September 2023, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

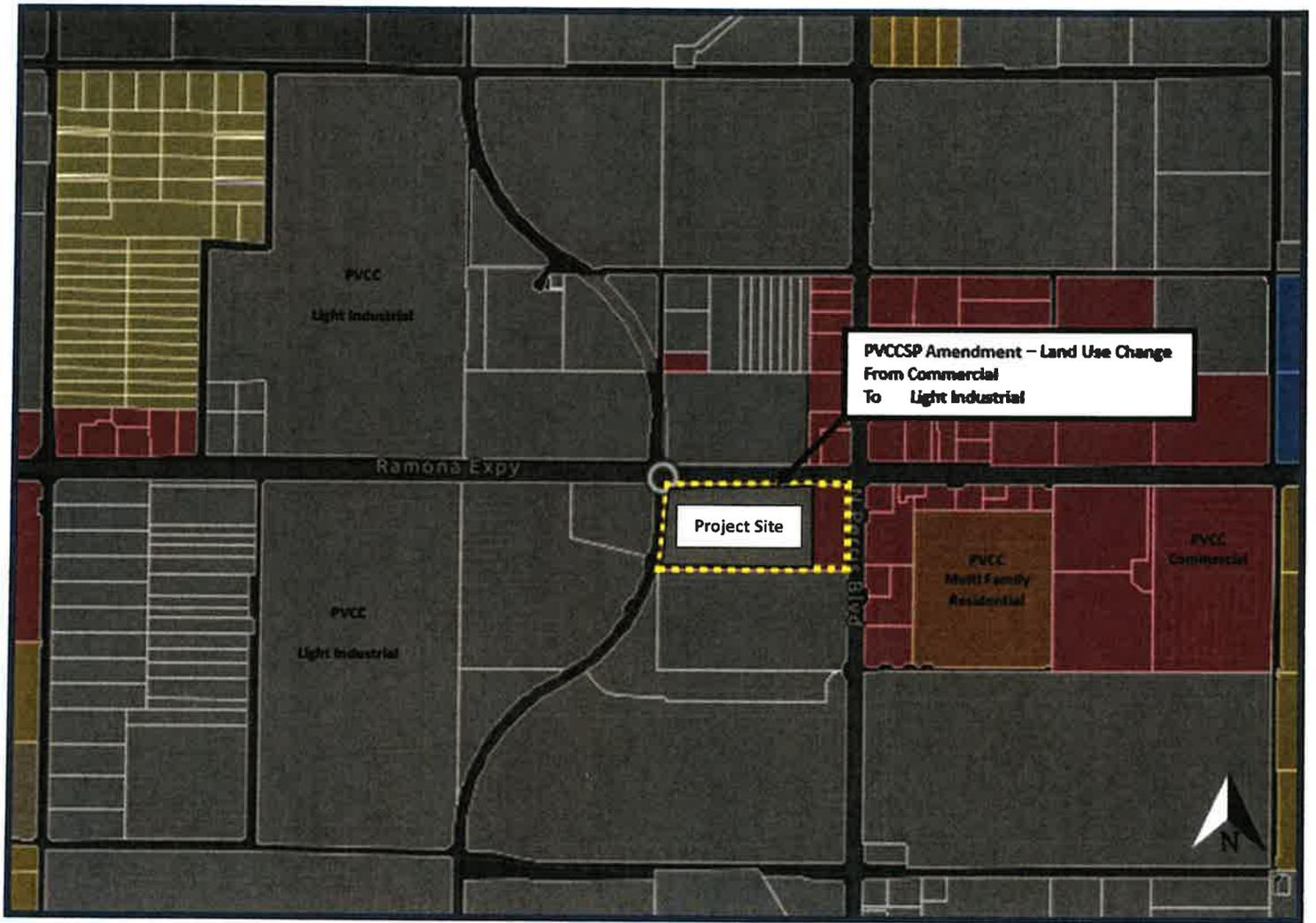
City Clerk, Nancy Salazar

Attachments:

1. SPA Land Use Map Amendment
2. Environmental Impact Report, Mitigation Monitoring and Reporting Program, and Findings of Fact

Due to the size of the files, the environmental documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479



PVCCSP Proposed Land Use Map

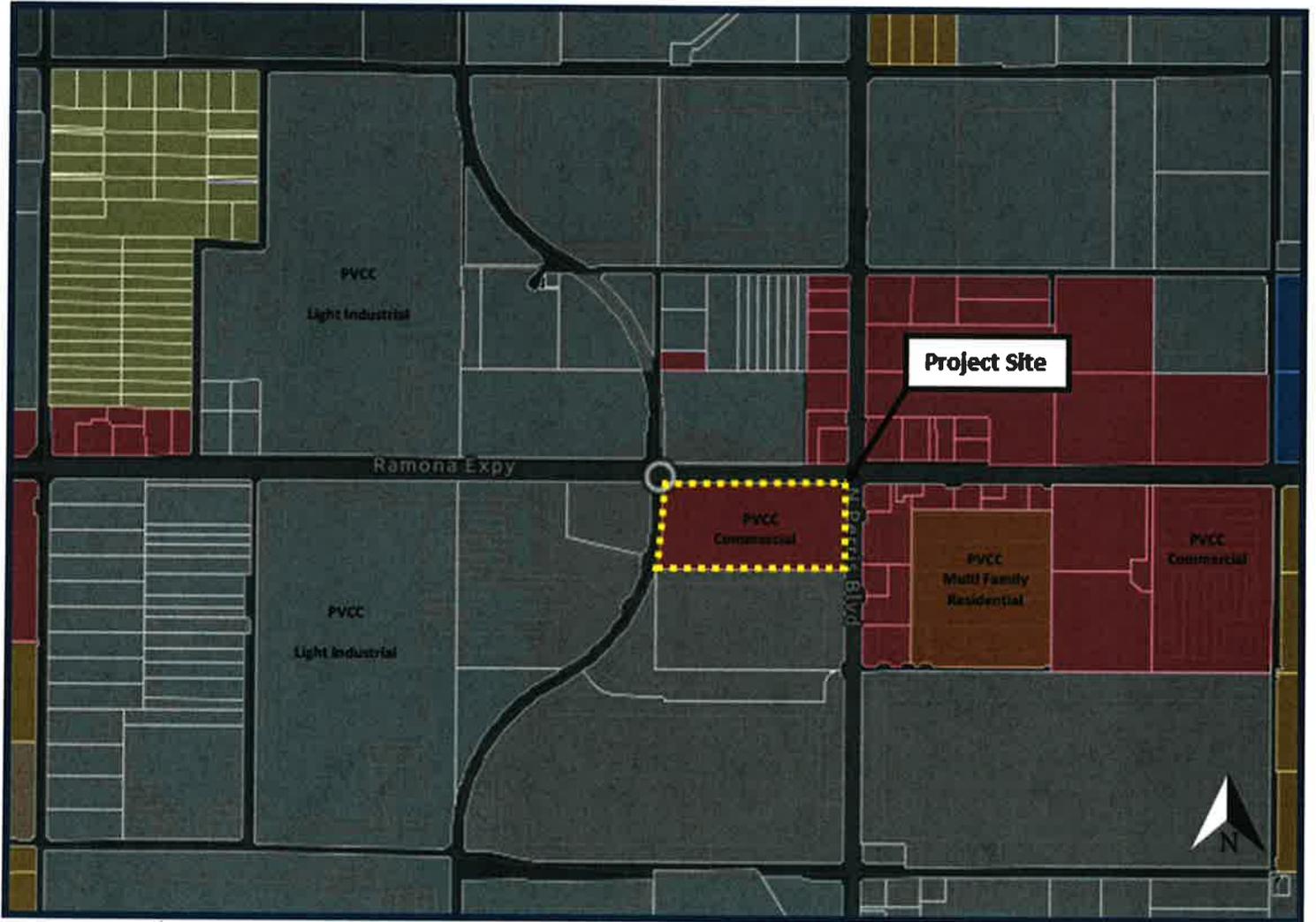
ATTACHMENT 4

Vicinity/Aerial Map

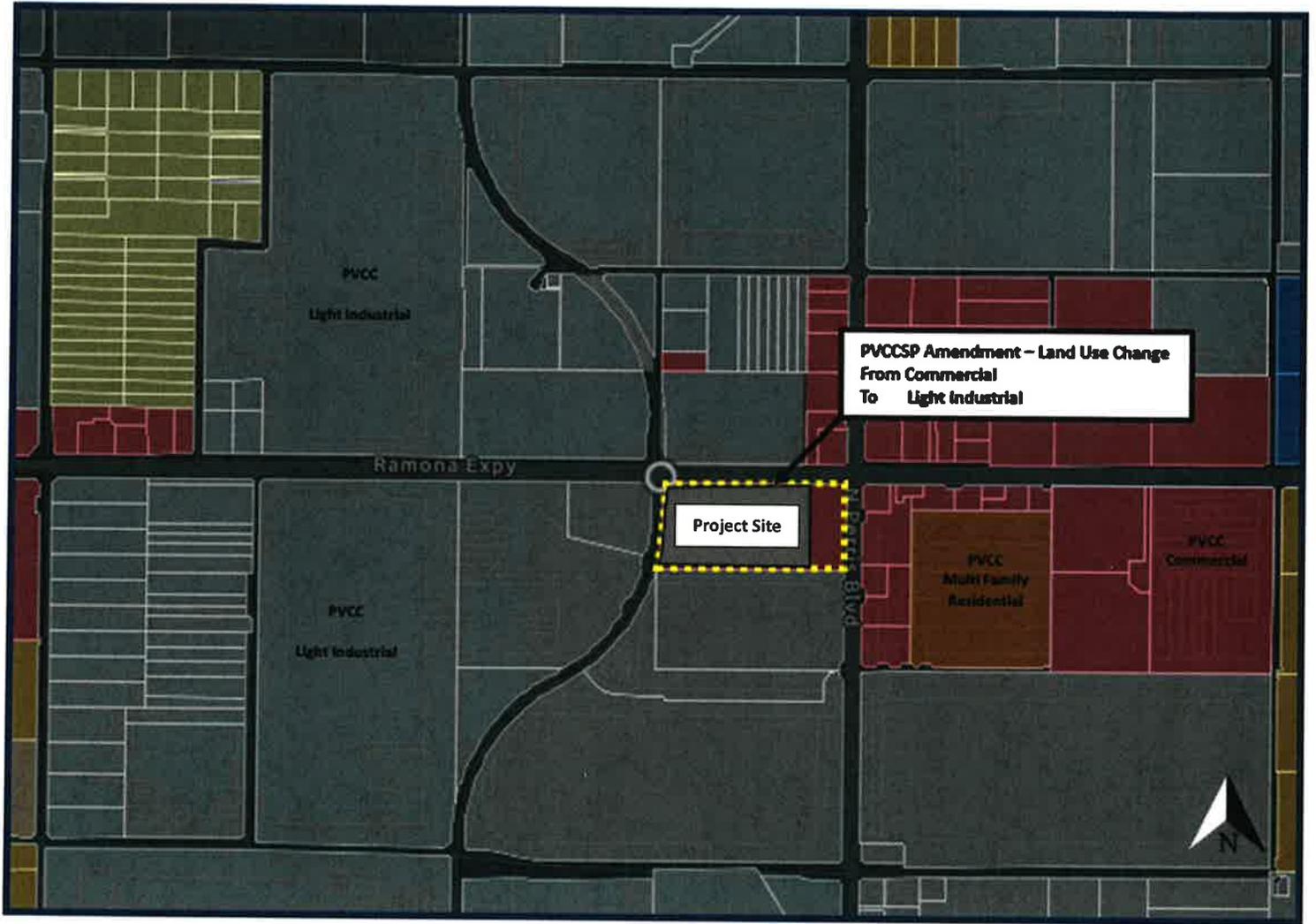


ATTACHMENT 5

PVCCSP Existing and Proposed Land Use Map



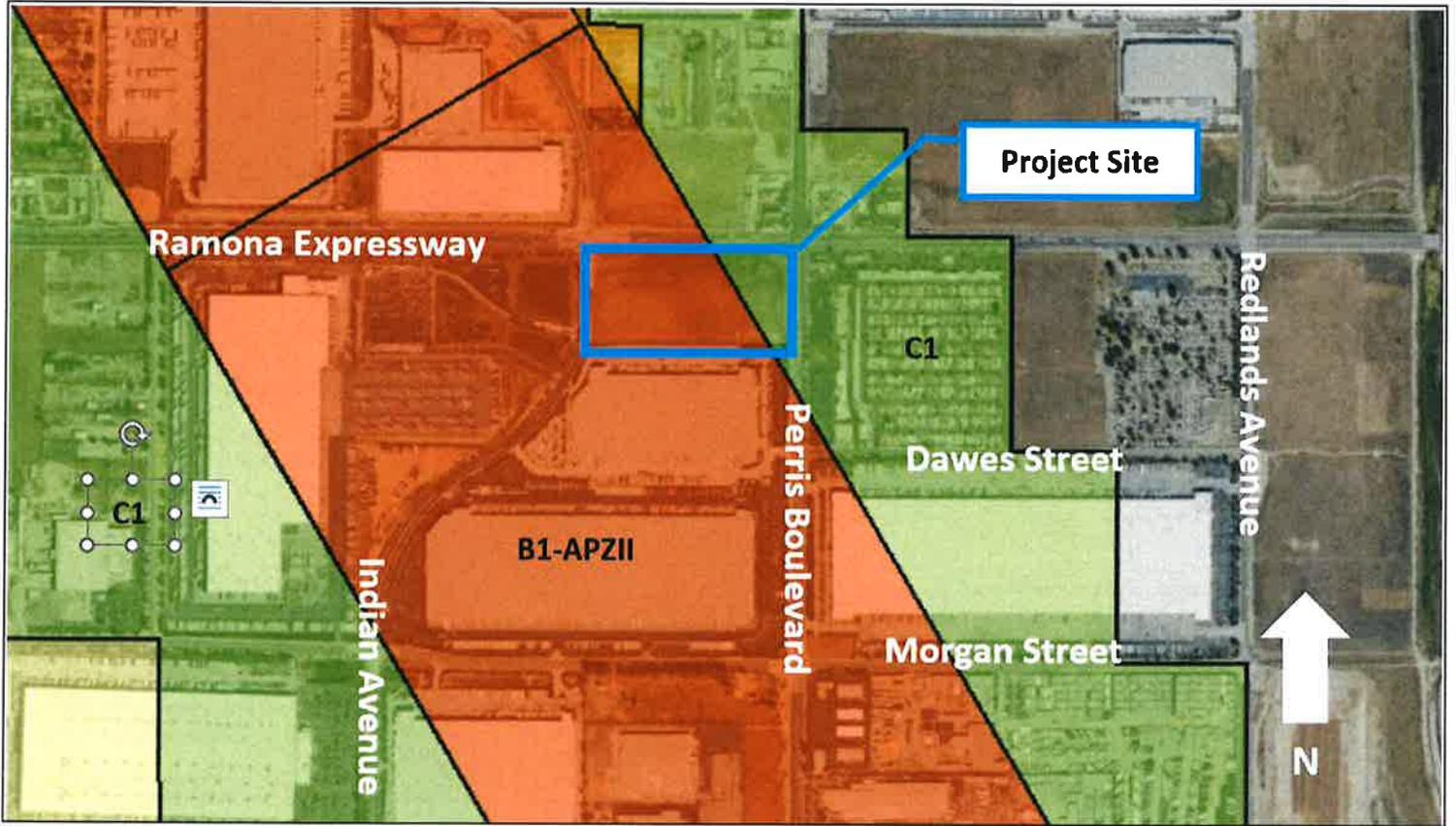
PVCCSP Existing Land Use Map



PVCCSP Proposed Land Use Map

ATTACHMENT 6

MARB/IPA ALUC MAP



ATTACHMENT 7

Project Plans

(Site Plan, Floor Plan, Building Elevations,
Conceptual Landscape Plans, and Sight Line
Studies)



PERSPECTIVE VIEW AT CORNER OF RAMONA & PERRIS
PERRIS, CA.

Development Summary:

- Application for the full portion of the parcel development
 - Discretionary approval for grading, parking, landscaping and buildings
- Legal Description: Blocks 9-12 Inclusive of Figueroa Farms no. 17 in the City of Riverside, State of California as shown on map on file in book 17, page 32 of maps and records.
- Assessor Parcel Number: 333-026-020
- Year Built - NA
- Construction Type and Occupancy: V-B construction type and is proposed to become an A-2, B and M use
- Zone: Proposed A.C. Zone

Owner:
PR padriana LLC
30220 Ramona, Velp Road Suite B
San Juan Capistrano, CA 92675

Architect:
Darren Machulsky
3508 Woodland Way
Carlsbad, CA 92008
C: 760.732.4228
F: 760.732.4228
darm@dmachulsky.com

Proposed Buildings

Building 2	2,010 SF
Building 3	4,860 SF
Total	6,870 SF

Site Characteristics

Site Area

87,008 SF - 1.99 acres
Coverage - Total 6,960 / 87,008 = 8% (8% max)
FAR 6,960 / 87,008 = 8% (7% max) Single story Buildings

Building 2

Div. Services	150 plus 10	2013 / .5 = 1005 / 50 = 20.1 - 31 spaces required
		35 provided

Building 3

Retail / Serv	1,250	1,800 SF
Food / Retail / Serv	1,050	1,500 SF
Fast Food DT	150 plus	1,750 SF
		64 Required
		64 Required
		64 or 28 Required (26+13+4)
		53 provided

Landscaping

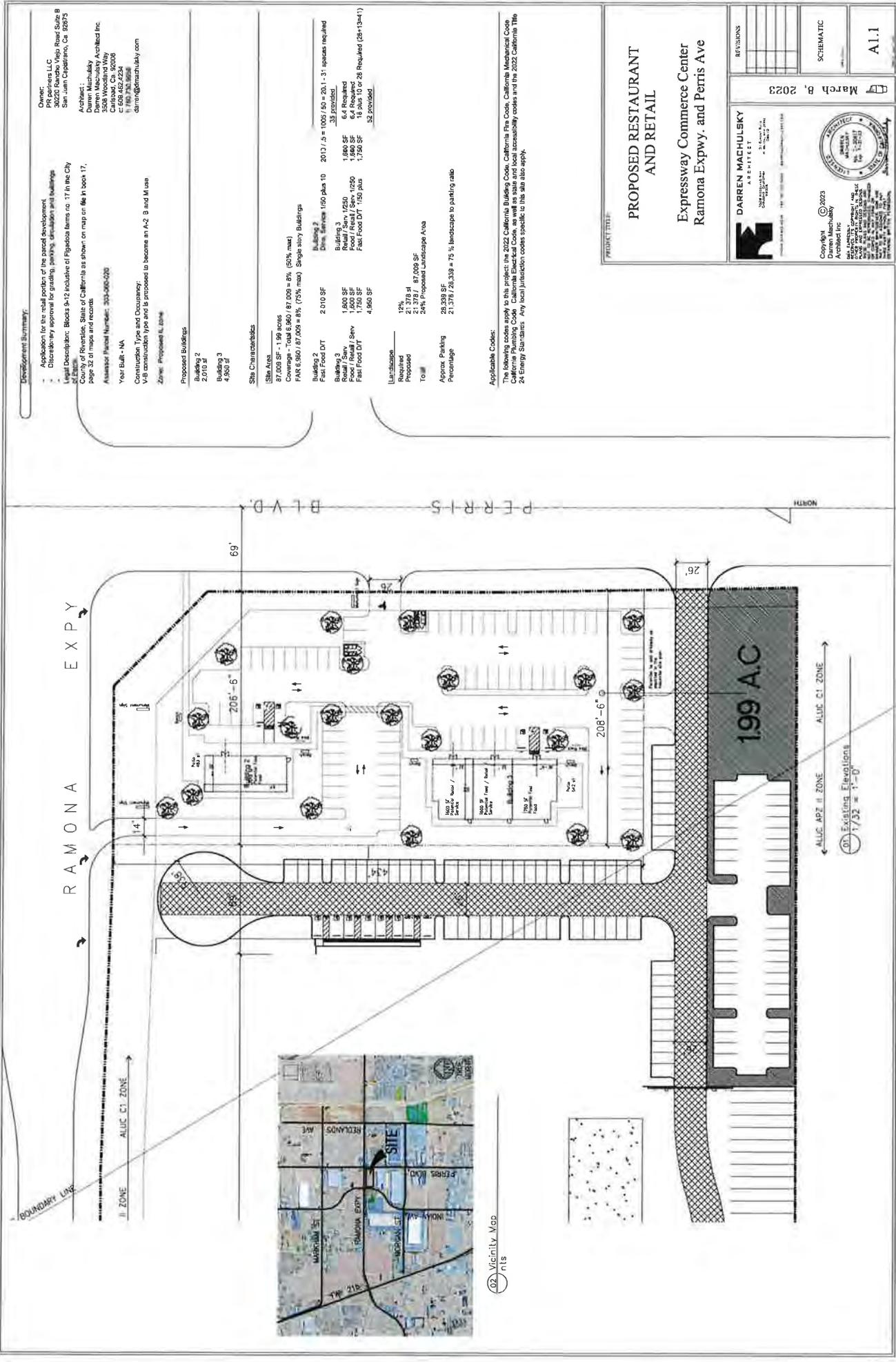
Required	12%
Proposed	21,378 sf / 87,008 SF
Total	24% Proposed Landscaping Area

Approx. Parking Percentage

21,378 SF	24.339 %
21,378 / 86,339 = 7% landscape to parking ratio	

Applicable Codes:

The following codes apply to this project: the 2022 California Building Code, California Fire Code, California Mechanical Code, California Electrical Code, California Energy Code, California Fire Department Code, California Department of Industrial Relations Code and the 2022 California Title 24 Energy Standards. Any local jurisdiction codes specific to this site also apply.



PROJECT TITLE

PROPOSED RESTAURANT AND RETAIL

Expressway Commerce Center
Ramona Expwy. and Perris Ave

DARREN MACHULSKY
ARCHITECT

3508 Woodland Way
Carlsbad, CA 92008
C: 760.732.4228
F: 760.732.4228
darm@dmachulsky.com

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REVISIONS

SCHEMATIC

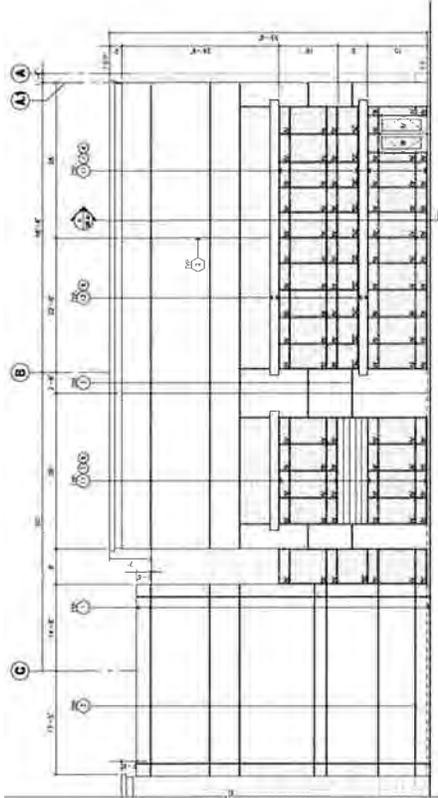
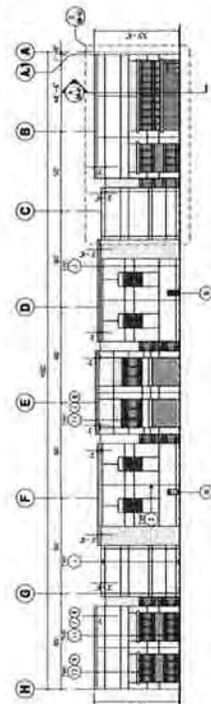
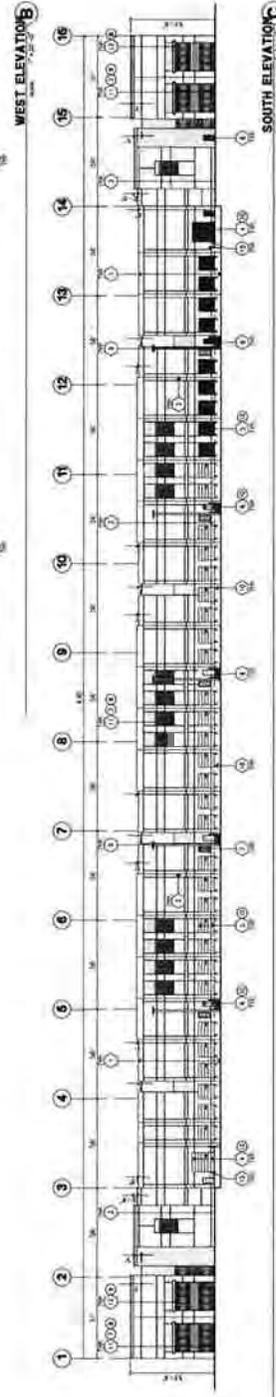
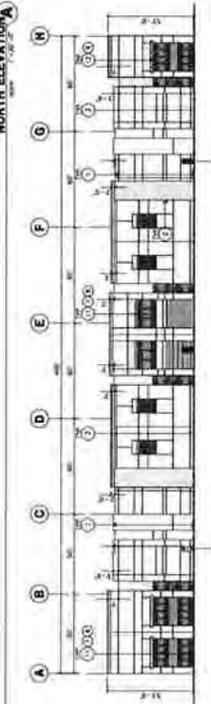
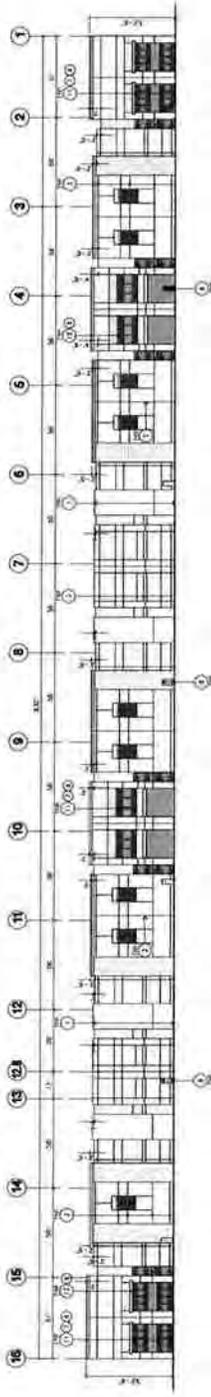
March 8, 2023

AL1.1



CONCEPTUAL BUILDING ELEVATIONS
RAMONA EXPY. & INDIAN AVE.
CITY OF PERRIS, CA





ELEVATION COLOR LEGEND/SCHEDULE

- 1 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7029 FINE WHITE
- 2 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7021 CREW SERRIN
- 3 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 1074 ONYX
- 4 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 1074 NETWORK GRAY
- 5 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 SPARKLE
- 6 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 7 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 8 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 9 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 10 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 11 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 12 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 13 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 14 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 15 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 16 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY

ELEVATION GENERAL NOTES

1. ALL PAINT FINISHES ARE TO BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. ALL PAINT FINISHES ARE TO BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
3. ALL PAINT FINISHES ARE TO BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
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15. ALL PAINT FINISHES ARE TO BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
16. ALL PAINT FINISHES ARE TO BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

ELEVATION KEYNOTES

1. CONCRETE, TYPICAL PANEL
2. PAINT FINISH
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GLAZING LEGEND

- 1. GLAZING TYPE
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- 15. GLAZING TYPE
- 16. GLAZING TYPE

ELEVATION COLOR LEGEND/SCHEDULE

- 1 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7029 FINE WHITE
- 2 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7021 CREW SERRIN
- 3 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 1074 ONYX
- 4 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 1074 NETWORK GRAY
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- 6 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 7 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 8 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 9 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
- 10 CONCRETE, TYPICAL PANEL COLOR, SYSTEM RULINGS SA 7019 ALL DAY
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ELEVATION GENERAL NOTES

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ELEVATION KEYNOTES

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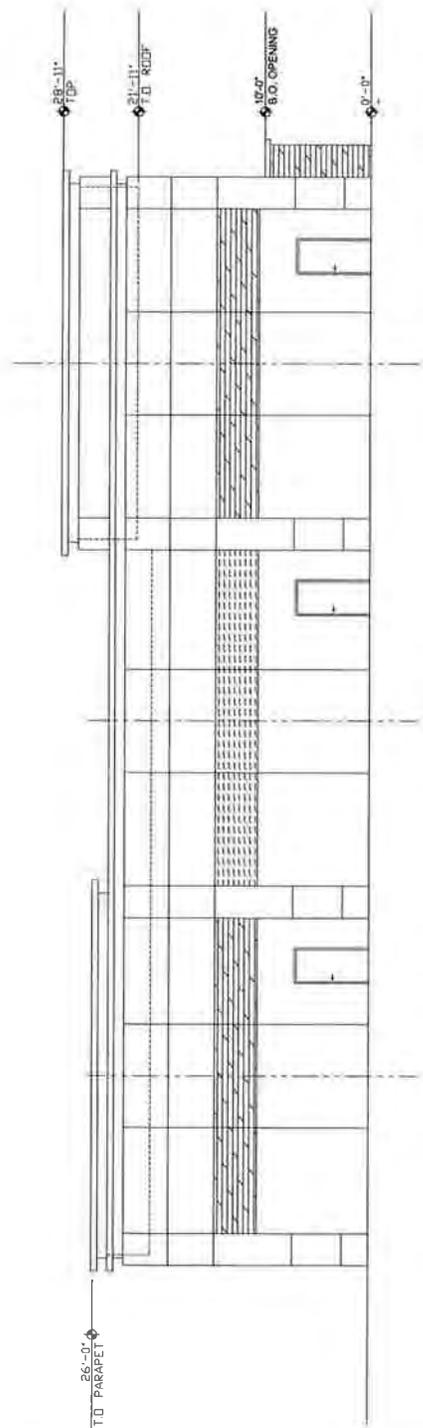
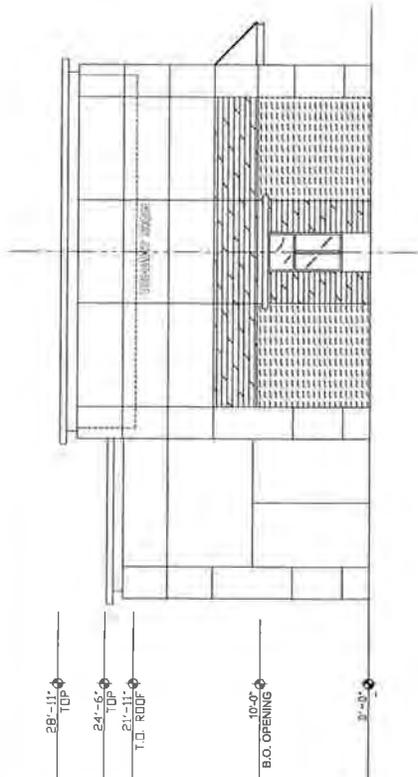
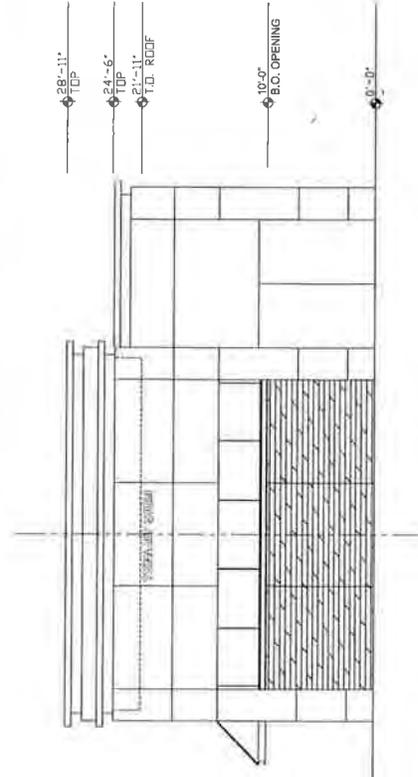
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CAUTION: IF THIS SHEET IS NOT A307.4.2, IT IS A REDUCED PRINT









PROJECT TITLE:

**PROPOSED RESTAURANT
AND RETAIL**

Expressway Commerce Center
Ramona Expwy. and Perris Ave

DARREN MADHULSKY
ARCHITECT

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Architects Inc.
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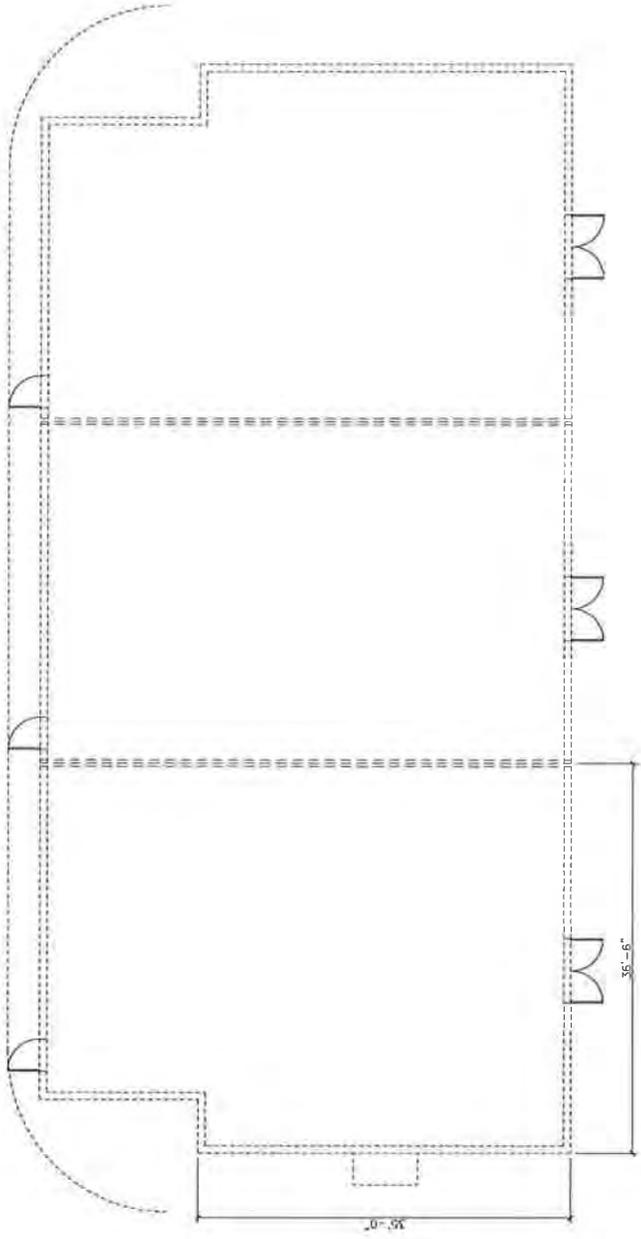
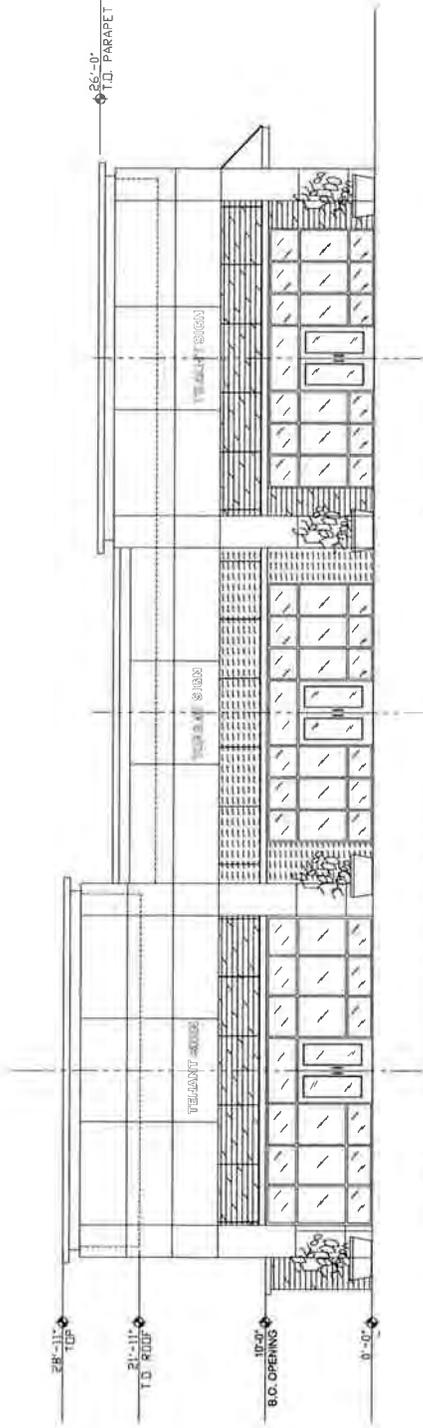


REVISIONS

SCHMATIC

A1.3

March 8, 2023



PROJECT TITLE

**PROPOSED RESTAURANT
AND RETAIL**

**Expressway Commerce Center
Ramona Expwy. and Perris Ave**

DARREN MACHULSKY

1000 W. 10th St., Suite 100
Perris, CA 92370
Tel: 951.237.1111
Fax: 951.237.1112
www.darrenmachulsky.com

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Architect Inc.

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REVISIONS

NO.	DESCRIPTION	DATE

SCHEMATIC

A1.2

March 8, 2023

ATTACHMENT 8

Planning Commission Staff Report Without Exhibits – Dated May 18, 2022

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/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

MEETING DATE: May 18, 2022

SUBJECT: **Specific Plan Amendment 19-05287 and Development Plan Review 19-00012** – Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP) to change the zoning designation of approximately 15.66-acres located at the southwest corner of Ramona Expressway and Perris Boulevard from Commercial (C) to Light Industrial (LI) to facilitate the development of a 347,918 square foot industrial building, and includes the proposed certification of the related Environmental Impact Report (SCH: 2021050021). **Applicant:** PR Partners, LLC.

REQUESTED ACTION: **ADOPT Resolution No. 22-13** recommending that the City Council deny Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 to rezone 15.66 acres from Commercial to Light Industrial to facilitate the development of a 347,918 square foot industrial building located at the southwest corner of Ramona Expressway and Perris Boulevard based on the findings in the Resolution.

CONTACT: Kenneth Phung, Development Services Director

PROJECT DESCRIPTION AND BACKGROUND:

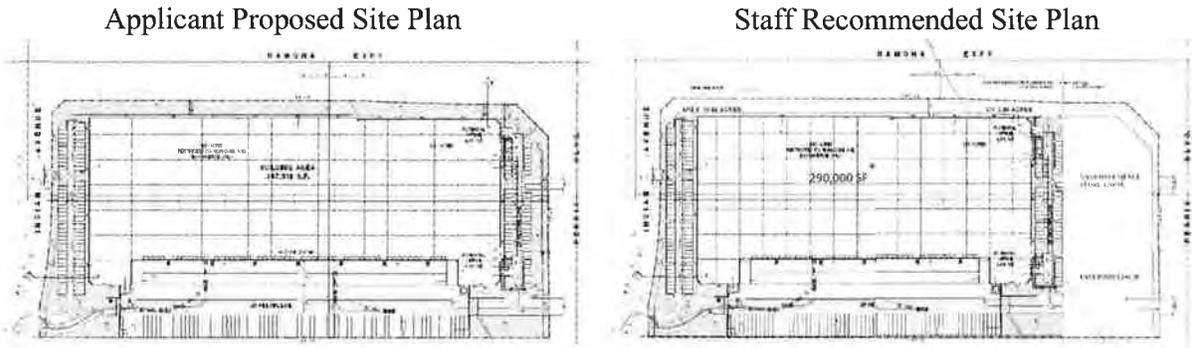
PR Partners, LLC. (Applicant) is requesting a Specific Plan Amendment (SPA 19-05287) and Development Plan Review (DPR 19-00012), to amend the Perris Valley Commerce Center Specific Plan (PVCCSP) to change the zoning designation of the 15.66-acre project site from Commercial (C) to Light Industrial (LI) to accommodate the development of a 347,918 square foot high cube, non-refrigerated warehouse. Approximately 11.76 acres of the project site is located within the MARB/IPA LUCP Compatibility Zone B1-APZ II, which limits average intensity to 50 people per acre, and 3.9 acres of the project are located in Zone C1, which limits average intensity to 100 people per acre.

A public scoping meeting was held on May 19, 2021, by the Planning Commission. At the meeting, the Planning Commission commented that no trucks should be on Ramona Expressway and Perris Boulevard in accordance with the PVCCSP, air quality impact associated with the land use change, and rezoning to industrial in a highly visible commercial corridor. The applicant has since designed the site to restrict truck access on Ramona Expressway and Perris Boulevard. The air quality impact can be reduced to less than significant impact with mitigation measures. The building has been designed to look more like a Business Park feel with enhanced landscaping treatment.

In considering the proposed land use change and recognizing that the site was identified as a location that should be considered for a land use change during the December 4, 2019, special joint meeting with the City Council and Planning Commission, staff is recommending Alternative 2 of the EIR with

a smaller industrial project (i.e. one 290,000 square foot industrial building, and commercial uses on the eastern portion of the site) because it leaves land adjacent to the Perris Boulevard commercial to be compatible with three other corners of the Ramona Expressway and Perris Boulevard intersection. The Environmental Impact Report section of the attached staff report discusses the staff recommended Alternative 2, which coincides with staff's recommendation as to the land use changes.

The EIR has been prepared to allow consideration of either the City's recommended Alternative 2 or the applicant's proposal. However, the applicant's proposal and staff's recommended site layout differ in the amount of land to be rezoned from Commercial to Light Industrial, as explained above. See the side-by-side comparison of the applicant's proposed site plan and the City's recommended Alternative 2 site plan below.



The applicant does not want to consider Alternative 2, so staff's only option at this time is to recommend denial of the project. In light of staff's recommendations of Alternative 2, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the architecture and site layout in the event the developer is open to this option along with City approval recommendation. The Alternative 2 conditions of approval are in place as a fully developed site plan layout, and updated architecture was not provided for this option. In addition, a Tentative Parcel Map condition has been included to create a separate parcel for the 3.49 acres remainder Commercial lot in the event Alternative 2 is approved. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

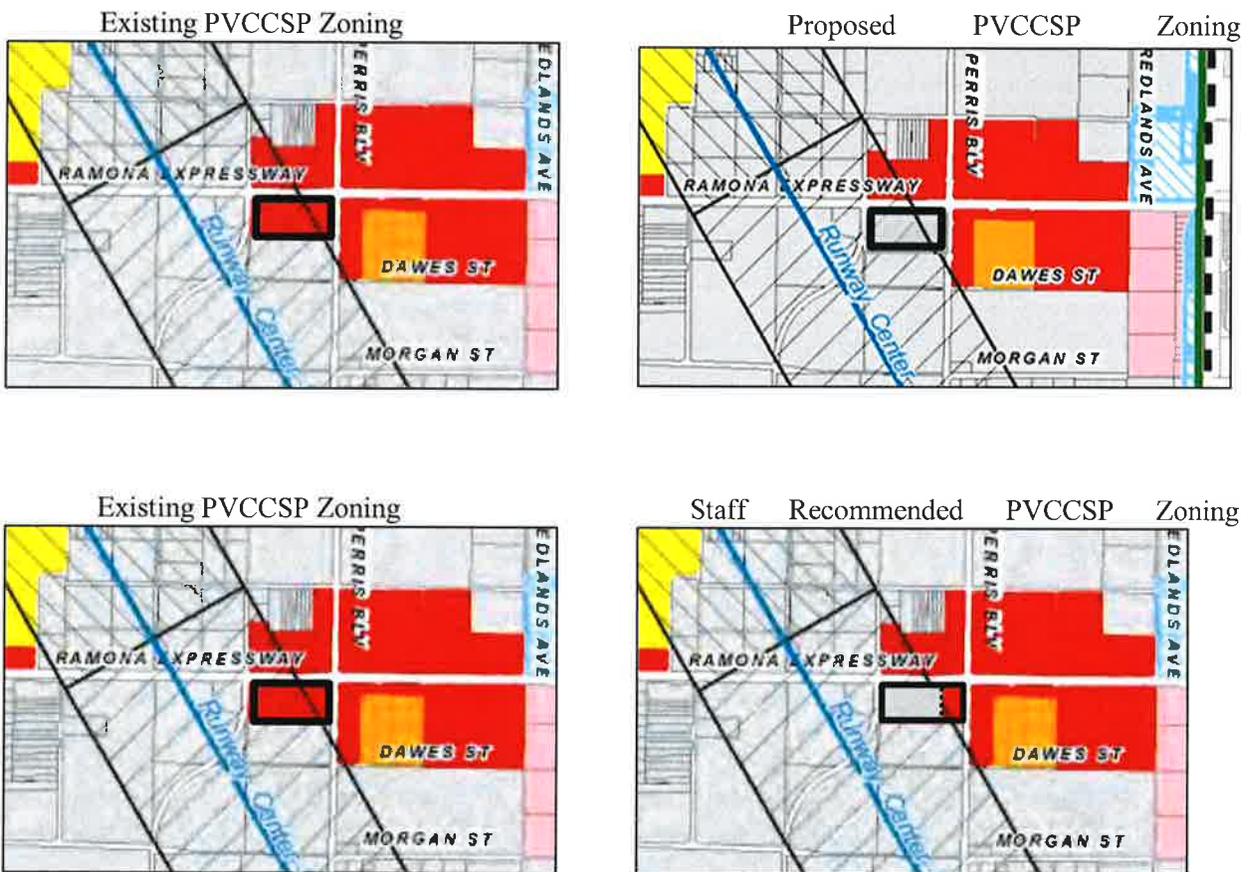
The project is located in Planning Area Three of the General Plan Land Use Element. Though Planning Area Three is subtitled: Agricultural Preserve Area, the purpose statement of Planning Area Three indicates that the transition of this area from agricultural to commercial and industrial uses should be encouraged to "enhance the economy of the City", due to the proximity to the I-215 freeway, and several distribution centers in the surrounding area. Additionally, there are no lands within the City boundaries designated or zoned for agricultural uses. Further, as part of the 2005 City of Perris General Plan update, it is the General Plan's policy to orderly convert agricultural lands to other approved land uses with the modernization of the City.

The project site is currently under a California Land Conservation Act contract (Williamson Act contract) and applications have been submitted to the City and are in the process of non-renewal and removal from the contract as the site is no longer used or viable for agricultural uses and is mapped by the Department of Conservation as Urban and Built-Up Land (DOC 2018). Once the Notice of Non-renewal and Tentative Cancellation of a Land Conservation Contract has been recorded by the County Clerk, the applications for cancellation will be reviewed by the City Council for final approval.

ANALYSIS:

Zoning and Specific Plan Amendment

The existing site is currently vacant and located in the Perris Valley Commerce Center Specific Plan (PVCCSP) within the Commercial (C) zoning district of the PVCCSP. Further, the General Plan Land Use Map designates the project site as “Specific Plan,” which means that the requirements of the PVCCSP are applicable. The C zone allows for retail, professional office, and service-oriented business activities which serve the entire City and surrounding neighborhoods. This zone combines the General Plan Land Use designations of Community Commercial and Commercial Neighborhood. The project proposes to change the zoning designation from Commercial to Light Industrial (LI). The LI zone allows for light industrial uses and related activities, including manufacturing, research, warehouse and distribution, assembly of non-hazardous materials and retail related to manufacturing. See the exhibit below showing the existing, proposed, and staff recommended land use change:



The site is surrounded by the following zoning and land uses as outlined below:

Surrounding Zoning:

- North: Commercial (C)
- South: Light Industrial (LI)
- West: Light Industrial (LI)
- East: Commercial (C)

Surrounding Land Uses:

- North: Gas station and undeveloped land
- South: Warehouse
- West: Warehouse
- East: Strip commercial

PROJECT INCONSISTENCY

The Specific Plan Amendment is inconsistent with the PVCCSP land use pattern and General Plan in the following ways:

- Approximately 80.28 acres of Commercial (C), 80.61 acres of Business Professional Office (BPO), and 16 acres of General Industrial (GI) lands have been converted to Light Industrial (LI) uses within the PVCCSP alone.
- The Executive Summary of the PVCC Specific Plan summarizes the location of Commercial (C) zones within the Plan as follows:

“There is only one area along Ramona Expressway designated and constructed as Neighborhood Commercial. The majority of the Community Commercial is located along Ramona Expressway at the east and west ends of the Specific Plan boundary, as well as along Perris Boulevard”.

The proposed project would significantly change the intersection of Ramona Expressway and Perris Boulevard as the primary commercial corridor within the PVCCSP.

- The following PVCC Specific Plan Visions and Objectives would not be met by the project as proposed:
 - a) Ensure a balance of land uses that maintain and enhance the City’s fiscal viability, economic diversity and environmental integrity.

As noted above, approximately 180 acres of land has been rezoned from a mix of other land uses to Light Industrial. The PVCCSP is already heavily zoned for LI uses and SPA 19-05287 would create further imbalance of economic diversity and environmental integrity.

- b) Require measures to reduce “heat island” effect by mitigating the warming effects of hard surface areas.

An industrial warehouse of this size will add to the heat island effect due to the large hard surface areas.

- c) Encourage project designs that support the use of alternative transportation facilities.

Though an RTA bus stop is proposed on Ramona Expressway and Indian Avenue, the proposed use relies heavily on truck traffic and does not support alternative transportation facilities.

In addition, DPR 19-00012’s proposed use would not be consistent with the current General Plan and Specific Plan. In addition to the reasons stated above, the proposed use of industrial/warehouse is not consistent with the current Commercial (C) zoning under the PVCCSP. The Commercial (C) zone only permits retail, professional office, and service oriented business activities. The Project proposes the development of approximately 347,918 square foot industrial/warehouse, which is inconsistent with the purposes of the Commercial (C) zone and the uses authorized therein.

As a result, Staff is recommending Alternative 2 of the EIR with a smaller industrial project (i.e. one 290,000 square feet industrial building, and commercial uses on the eastern portion of the site) because it leaves land adjacent to the Perris Boulevard commercial to be compatible with three other corners of the Ramona Expressway and Perris Boulevard intersection.

ANALYSIS:

The following is the analysis of the PVCCSP Development Standards based upon the applicant’s proposal with the assumption that the Light Industrial zone is approved for the entire parcel which would permit the approval of DPR 19-00012. In light of staff’s recommendations of Alternative 2, the planning conditions include a requirement for Administrative Development Plan Review approval of the architecture and site layout in the event the developer is open to this option. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative

2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

Perris Valley Commerce Center Specific Plan Development Standards

The proposed project lot coverage, floor area ratio (FAR), structure height, and setbacks comply with the Light Industrial (LI) zoning standards of the Perris Valley Commerce Center Specific Plan. See the table below for development compliance.

TABLE 1: DEVELOPMENT STANDARD SUMMARY (PVCCSP)			
PVCCSP (LI) Development Standards	Required	Provided	Complies
Min. Lot Size	15,000 SF	682,149 SF (15.66 acres)	Yes
Lot Coverage	50% max	50% (347,918 SF)	Yes
Floor Area Ratio (FAR)	.75 max	0.50	Yes
Structure Height	50' max	44'	Yes
Front Setback (Expressway) Taken from Ramona Expressway	35' (20'+5' per 10' of structure height over 20')	35'	Yes
Street Side Setback (Arterial) Taken from Indian Avenue and Perris Boulevard	30' (15'+5' per 10' of structure height over 20')	89'+ from Indian Avenue 114'+ from Perris Boulevard	Yes
Rear Setback (loading/unloading activities)	0'	125'	Yes
Landscape Coverage	12%	16.2%	Yes
Perimeter Landscaping (P.M.C. 19.02 and 19.44.060)	5'	15'	Yes

Given staff's recommendations of Alternative 2 of the EIR, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the site layout including setbacks, FAR and landscaping that will substantially comply with this requirement. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

Parking Access & Circulation

Truck access is proposed along both Indian Avenue and Perris Boulevard at the south side of the project site. However, because Perris Boulevard is no longer a truck route, Engineering has conditioned the project to gate off access to Perris Boulevard for Fire Department/Emergency access only. Passenger vehicles will have access from both Indian Avenue and Perris Boulevard, separate from the proposed truck access points.

The project requires ninety-two (92) parking spaces and provides a total of 135 parking stalls, 129 of which are standard vehicle stalls, three (3) are standard ADA accessible stalls, and three (3) are van ADA accessible stalls. Truck stalls are not required by the City of Perris Zoning Code or the PVCCSP. However, eighty-two (82) 10'x55' trucking stalls have been provided, which will reduce the potential for trucks coming to and from the site to park on local streets.

Table 2 below summarizes the proposed parking in relation to the City's requirements and a Parking Study performed to illustrate Peak parking demand for the proposed use.

Table 2. PARKING REQUIREMENTS (Per Section 19.69 of the PMC)					
Land Use	Size	City Ratio	Spaces Required	Spaces Provided	Complies
Warehouse	347,918 SF	1:1,000 1 st 20,000 SF 1: 2,000 2 nd 20,000 SF 1:5,000 ≥ 40,000 SF	92	135	Yes

In light of staff's recommendations of Alternative 2 of the EIR, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the parking that will comply with the parking requirements. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

Landscaping

The applicant has submitted a conceptual landscape plan for their proposed project that conforms to the requirements of the Landscaping Ordinance. The proposed on-site landscaping area totals approximately 109,644 square feet or 16%, exceeding the minimum requirement of 12% on-site landscaping. Landscaping has been provided along the project perimeters and throughout the parking areas, adjacent to buildings, and trash enclosures, and all parking rows are framed by end planters, and additional landscape islands are provided for approximately every 10 ten parking spaces.

Given of staff's recommendations of Alternative 2 of the EIR, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the landscaping that will substantially comply with the landscape percentage. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

Fencing and Lighting

The truck courts will be framed by 8-foot concrete screen walls, and 8-foot metal gates to screen truck loading activities from the public right-of-way. No walls or fences are proposed along the Ramona Expressway frontage.

The project will include lighting within the parking areas, loading docks, along walkways, along the public right-of-way, and the building. The lighting will consist of energy efficient building wall-mounted and pole-mounted lighting consistent with Section 19.02.110 of the City of Perris Municipal Code, and designed to provide adequate lighting for security, (1) foot-candle of illumination, pursuant to the requirements of the PVCCSP. All lighting, including security lighting will be shielded and directed away from the public right-of-way and adjacent properties.

Building Elevations/Architecture

The building architecture provides substantial façade articulation through accented materials and features, projections and recessed elements. Accents include significant use of spandrel glass blue reflective glazing with Ipe wood accents at regular intervals along the street-fronting building facades,

along with caps along the roofline, various shades of white and grey paint to create visual texture and highlight pop-outs and recesses along the building facade.

In light of staff's recommendations of Alternative 2 of the EIR, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the architecture that will substantially comply with the building design concept. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

Employees Amenities

Buildings over 100,000 square feet are required to have at least one (1) indoor employee amenity and two (2) outdoor employee amenities. The amenity can range from cafeterias to weight rooms. The applicant's site plan currently does not show any of the required amenities, but the applicant has agreed to have a condition requiring a breakroom for an indoor amenity and two outdoor amenities consisting of an outdoor break area with overhead shade trellis, and either bocce ball court or exercise equipment.

ENVIRONMENTAL CONSIDERATIONS AND CEQA PROCESS

An Environmental Impact Report was prepared and available for public review and comment during the state-mandated 45-day public review period from December 22, 2021, through February 7, 2022. The EIR discusses the project's impacts associated with aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous resources, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, traffic and transportation, tribal cultural resources, utilities and service systems, and wildfire. All potential effects of the proposed project have been reduced to less than significant levels with implementation of mitigation measures. The DEIR, FEIR, MMRP, Memo (SCH: 2021050021) and Associated Studies are on File at the Planning Department and available online at: <https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269>

Alternatives Considered

The EIR evaluated four Alternatives in addition to the proposed project. The four alternatives consist of: No project alternative; Alternative 1) commercial use; Alternative 2) lower intensity industrial, with maintenance of commercial zoning and uses on the southwest corner of Ramona Expressway and Perris Boulevard; and Alternative 3) low intensity business/office park. Staff supports the Alternative 2 project of the EIR with a smaller industrial project (i.e. one 290,000 square feet industrial building, and commercial uses on the eastern portion of the site) because it leaves land adjacent to the Perris Boulevard commercial to retain Perris Boulevard as a commercial corridor.

The applicant evaluated the environmental impacts of Alternative 2 and determined that other than the no project alternative, Alternative 2 is the environmentally superior alternative. Alternative 2 would have similar impacts to the proposed projects in the following categories: aesthetics, agriculture and forest resources, biological resources, cultural resources, energy, geology and soils, hazards and hazardous materials, hydrology and water quality, mineral resources, land use and planning, population and housing, public services, recreation, utilities and service systems, tribal cultural resources, and wildfire. Greater air quality, greenhouse gas emissions, and traffic and transportation impacts would result from Alternative 2 but could be mitigated to be less than significant. Perris Boulevard is recognized as an important commercial corridor in the City of Perris. As such, staff does not support

the rezoning of the entire 15.66 acres of land adjacent to Perris Boulevard. Staff supports Alternative 2, for a lower intensity industrial use that maintains the commercial zone designation along Perris Boulevard.

Comment Letters

During the DEIR review period, seven (7) comment letters were received during review period from the following agencies and organizations:

1. Mitchell M. Tsai on behalf of Southwest Regional Council of Governments 2.7.22,
2. Mitchell M. Tsai on behalf of Southwest Regional Council of Governments 2.16.22,
3. Mitchell M. Tsai on behalf of Southwest Regional Council of Governments 3.1.22,
4. Blum, Collins, & Ho on behalf of Golden State Environmental Justice Alliance (GSEJA) 2.4.22,
5. Lozeau Drury on behalf of Supporters Alliance for Environmental Responsibility (SAFER) 2.4.22,
6. Adam Salcido 2.4.22,
7. Southern California Association of Governments (SCAG) 2.8.22.

Responses to comments were sent to the agencies and organizations that provided comments. All comment letters and the City's response to each are included in the Final EIR, Section 2.0. In the process of responding to the comments, there were revisions to the text of the Draft EIR shown in both this section and in Section 3.0, Errata, of this Final EIR. None of the comments or responses constituted "significant new information" or met any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the Draft EIR. The DEIR and the FEIR have been available for public review at the Development Services public counter, and on the City's website.

Mitigation Monitoring and Reporting Plan

A Mitigation Monitoring and Reporting Program was prepared for the potential impacts that require mitigation and is contained in Section 4 of the Final EIR.

AIRPORT LAND USE COMMISSION

The proposed project is located approximately 8,300 feet southeast of the southerly end of Runway 14-32 of the March Air Reserve Base (MARB) and is subject to the MARB/Inland Port Airport Land Use Compatibility Plan (MARB/IPA LUCP, 2014). Approximately 11.76 acres of the project are located within the MARB/IPA LUCP Compatibility Zone B1-APZ II, and 3.9 acres of the project are located in Zone C1. The B1 APZ-II zone lies adjacent to the runway, prohibits residential uses, children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, restaurants, and places of assembly, and limits the number of people per acre to an average of 50 and no more than 100. The C1 zone allows 3 dwelling units per acre, prohibits children's schools and daycare centers, libraries, hospitals and congregate care facilities, hotels and motels, and places of assembly, and limits the number of people to an average of 100 and no more than 250.

The project is an allowed use in the adopted MARB ALUC, complies with the intensity standards across the site. The project was reviewed by Riverside County Land Use Commission (RCALUC) on July 9, 2020 and determined to be consistent subject to conditions provided by the RCALUC. Additionally, the PVCCSP requires this project to comply with various standards relating to the Compatibility Zone B1-APZ II, Avigation Easement, noise, land use and density limitations, property

disclosures, lighting, development restrictions, all of which have been incorporated as conditions of project approval.

AGRICULTURAL PRESERVE PARTIAL TENTATIVE CANCELLATION:

The entirety of the 15.66-acre project site is located within a larger area known as Perris Agricultural Preserve No. 1, Map 56, which is an existing land conservation contract, recorded as Instrument No. 19066, February 27, 1970, in Riverside County. Before the project can be developed as proposed, the applicant is required to petition the City to remove the 15.66-acres within the Land Development Contract. The process of removing land within a land conservation contract is known as a Cancellation and involves a two-step process consisting of a Tentative Cancellation action, followed by a Final Cancellation by the Council. The Tentative Cancellation process is currently underway and will involve separate City Council actions.

RECOMMENDATION:

In summary, the applicant does not want to consider Alternative 2, so staff’s only option at this time is to recommend denial of the project. However, in light of staff’s recommendation of Alternative 2, the planning conditions include the flexibility to require an Administrative Development Plan Review approval of the architecture and site layout in the event the developer is open to this option along with City approval recommendation. In order to proceed with Alternative 2, SPA 19-05287 and DPR 19-00012 would have to be modified in a manner that would facilitate Alternative 2 based upon the recommendation of the Planning Commission and the final direction of the City Council.

ADOPT Resolution No. 22-13 recommending that the City Council deny Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 to rezone 15.66 acres from Commercial to Light Industrial to facilitate the development of a 347,918 square foot industrial building located at the southwest corner of Ramona Expressway and Perris Boulevard based on the findings in the Resolution.

BUDGET (or FISCAL) IMPACT:

All costs associated with the project are borne by the applicant.

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

Attachments:

- Exhibit A – Resolution with Conditions of Approval (Planning, Engineering, Public Works, Fire, and Building)
- Exhibit B – Aerial Map
- Exhibit C – PVCCSP Land Use Plan
- Exhibit D – MARB Zone
- Exhibit E – ALUC Consistency Determination
- Exhibit F – Applicant Proposed Site Plan, Landscape, Architecture
- Exhibit G – Staff Recommended Alternative 2 Site Plan Compared to Applicant Proposed Site Plan
- Exhibit H – DEIR, FEIR, MMRP, Memo (SCH 2021050021) and Associated Studies are on File at the Planning Department and available online at:

<https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269>

ATTACHMENT 9

City Council Agenda Packet -

Dated July 26, 2022

*Due to the size of the files, the documents are
available online at:*

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479

ATTACHMENT 10

City Council Agenda Packet -
Dated August 23, 2023



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: August 29, 2023

SUBJECT: Specific Plan Amendment 19-05287 and Development Plan Review 19-00012 – *Continued from July 26, 2022 meeting.* A proposal to consider the following entitlements to facilitate the construction of a 304,572 square-foot industrial building and two commercial buildings totaling 6,960 square-feet on a 15.6-acre site located on the south side of Ramona Expressway between Indian Avenue and Perris Boulevard: 1) Specific Plan Amendment to change the zone of 13.6 acres from the Commercial (C) Zone to Light Industrial (LI) Zone within the Perris Valley Commerce Center Specific Plan (PVCCSP); and 2) Development Plan Review for the site plan and building elevations approval. Applicant: PR Partners, LLC.

REQUESTED ACTION: Continuance of this item to the City Council meeting on September 12, 2023.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

Staff is recommending that this item be continued to the next scheduled City Council meeting on September 12, 2023, to allow additional time to address technical matters related to the project. The applicant has agreed to the continuance.

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

Prepared by: Chantal Power, AICP, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

Attachment:

1. Letter from Applicant – Dated August 24, 2023

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

PR PARTNERS, LLC.

August 24, 2023

City of Perris
Development Services Department
Office of the City Manager
227 North "D" Street
Perris, CA 92570

RE: Expressway Commerce Center
SPA19-05287

Attention: Clara Miramontes

We were informed yesterday afternoon that our Expressway Commerce Center project which was scheduled for City Council August 29, 2023 will now be heard September 12, 2023. The City has requested this continuance and our team will be ready for the September 12 meeting.

Sincerely,



Lars Andersen

EVP Construction Services
Pacific Development Partners, LLC for PR Partners, LLC

CC: Patricia Barnes
Kenneth Phung
Chantal Power
Michael Naggar
Mark Burger

11601 Wilshire Blvd, Suite 2110
Road, Suite B
Los Angeles, CA 90025
CA 92675
(310) 393-4141

30220 Rancho Viejo
San Juan Capistrano,
(949) 481-0463

ATTACHMENT 11

Final Environmental Impact Report (SCH:
2021050021), Including DEIR

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/departments/development-services/planning/environmental-documents-for-public-review/-folder-269#docan1206_1313_479



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

12.A.

MEETING DATE: September 12, 2023

SUBJECT: Consideration to Purchase a Commercial Drone

REQUESTED ACTION: Approve the Purchase of a Commercial Drone

CONTACT: Ernie Reyna, Deputy City Manager *ER*

BACKGROUND/DISCUSSION:

At the July 21, 2023, Public Safety Committee meeting, the Perris Sheriff Station presented to the committee a proposal for the purchase of two commercial drones. The committee reviewed the proposal provided by Captain Sims and Lieutenant Linton and recommended that item be moved forward to the City Council.

The Perris Sheriff Station proposed to the Public Safety Committee the purchase of two commercial drones, which will be utilized to optimize law enforcement operations and advance public safety. Some of the benefits of using drones include an efficient and effective way of providing law enforcement with critical information to respond to calls for service and emergency situations, and to conduct criminal investigations. Examples include providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, providing detailed documentation of crime and accident scenes, and searching for lost or missing persons.

Deputies will utilize a patrol-lead deployment strategy, which means the drone will be carried in the patrol vehicle and be put into action by the deputy to reported incidents. The drones will also be used in situations where the deputies' safety is at risk and on emergency calls such as shootings and when the ShotSpotter system provides alerts.

Drones can also be helpful in situations such as fire responses where deputies cannot physically get to key locations because of dangerous conditions. Drones are also useful for search and rescue, missing children or those with dementia, articles and hazard searches, crime scene documentation, traffic collision reconstruction, special events, disaster responses, and intelligence gathering.

The commercial drones will not be used for random surveillance activities, which include targeting a person based solely on an individuals' characteristics, such as race, ethnicity, national origin, religion, disability, gender, or sexual orientation. They will also not be used to harass, intimidate, or discriminate against any individual or group, or to conduct personal business of any type. Lastly, the drone will not be weaponized.

RECOMMENDATION

Staff is recommending that the City Council approve the purchase of two (2) commercial drones for the use of the Perris Sheriff Station at a cost of \$41,138.

BUDGET (or FISCAL) IMPACT:

The Riverside County Sheriff's Department is requesting two (2) commercial drones at a total cost of \$41,138, which will come from budgeted savings in the department and does not impact the General Fund.

Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager WB
Deputy City Manager ER

Attachments:

1. Drone Proposal

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

ATTACHMENT 1

DRONE PROPOSAL



DRONE PROPOSAL

PERRIS SHERIFF'S STATION

PERRIS SHERIFF'S STATION DJI DRONE PROPOSAL

The Perris Station is proposing to purchase two commercial drones. The integration of DJI drones, renowned for their exceptional quality, reliability, and versatility, will be utilized to optimize law enforcement operations and advance public safety.



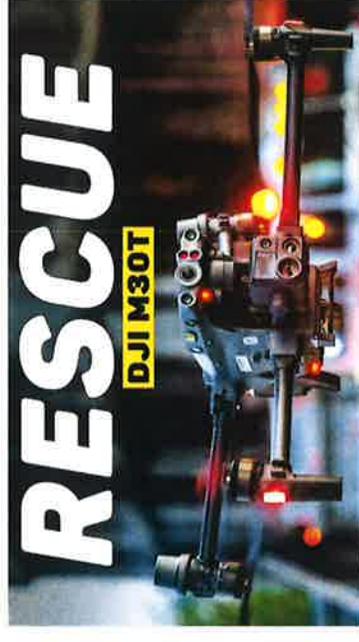
BENEFITS OF USING DRONES

- Small remotely operated Unmanned Aircraft Systems (UAS), also commonly referred to as drones, are an efficient and effective way of providing law enforcement critical information to respond to calls for service and emergency situations, or to conduct criminal investigations.
- Some examples include; providing an overhead view of an area or incident for ground personnel, safely clearing the interior of buildings, providing detailed documentation of crime and accident scenes, and searching for lost or missing persons.



HOW WILL THE DRONES BE USED?

- Perris Station will utilize a Patrol-Led Deployment Strategy
 - The drone will be carried in the patrol vehicle and deployed by the deputy to reported incidents
 - The drone will be piloted by trained Perris Station Deputies.
- Deputy Safety
- Emergency calls such as shootings, ShotSpotter alerts,
- Fire responses
- Search and Rescue
- Missing Children/Dementia Patients
- Suspects, Articles And Hazard Searches
- Crime Scene Documentation
- Traffic Collision Reconstruction
- Special Events
- Disaster Responses
- Intelligence Gathering



THE DRONES WILL NOT BE USED FOR?

- To conduct random surveillance activities
- To target a person based solely on individuals' characteristics, such as race, ethnicity, nation origin, religion, disability, gender, or sexual orientation
- To harass, intimidate or discriminate against any individual or group
- To conduct personal business of any type.
- The drone will not be weaponized



WHAT TYPE OF DRONE?

DJI Matrice 30T Series Drone

These drones have a high level of reliability, capability and benefit to cost ratio.

DRONE CAPABILITIES

- Flight time: 40 Minutes
- Zoom camera: 113-405mm lens
- Wide angle camera: 24mm lens
- Thermal Camera(FLIR): 40mm lens
- FPV Camera; 1920x1080/ 30fps
- Laser Range Finder
- Public announcement system
- Spotlight attachment
- Remote control has a 7.02-inch touchscreen



CALIFORNIA CITIES CURRENTLY DEPLOYING DRONES

- Riverside County Sheriff-Hemet Station
- Riverside County Sheriff- Moreno Valley Station
- Riverside County Sheriff- SEB/K9
- Riverside Police Department
- Corona Police Department
- Murrieta Police Department
- Menifee Police Department
- Hemet Police Department



DRONE PILOT TRAINING AND CERTIFICATION

- Drone use in law enforcement is considered “Commercial Use” and every Department drone pilot needs to hold a current federally issued drone operator License.
- Pilot’s must operate under the regulations of the Department’s Certification of Authorization (COA) from the FAA and comply with requirements.
- All pilots must maintain current certification with the Sheriff’s Department under the direction of the drone coordinator.
- Every Department drone pilot needs to train regularly with the system they use.
- Every flight is recorded and will be downloaded to the Department’s server.



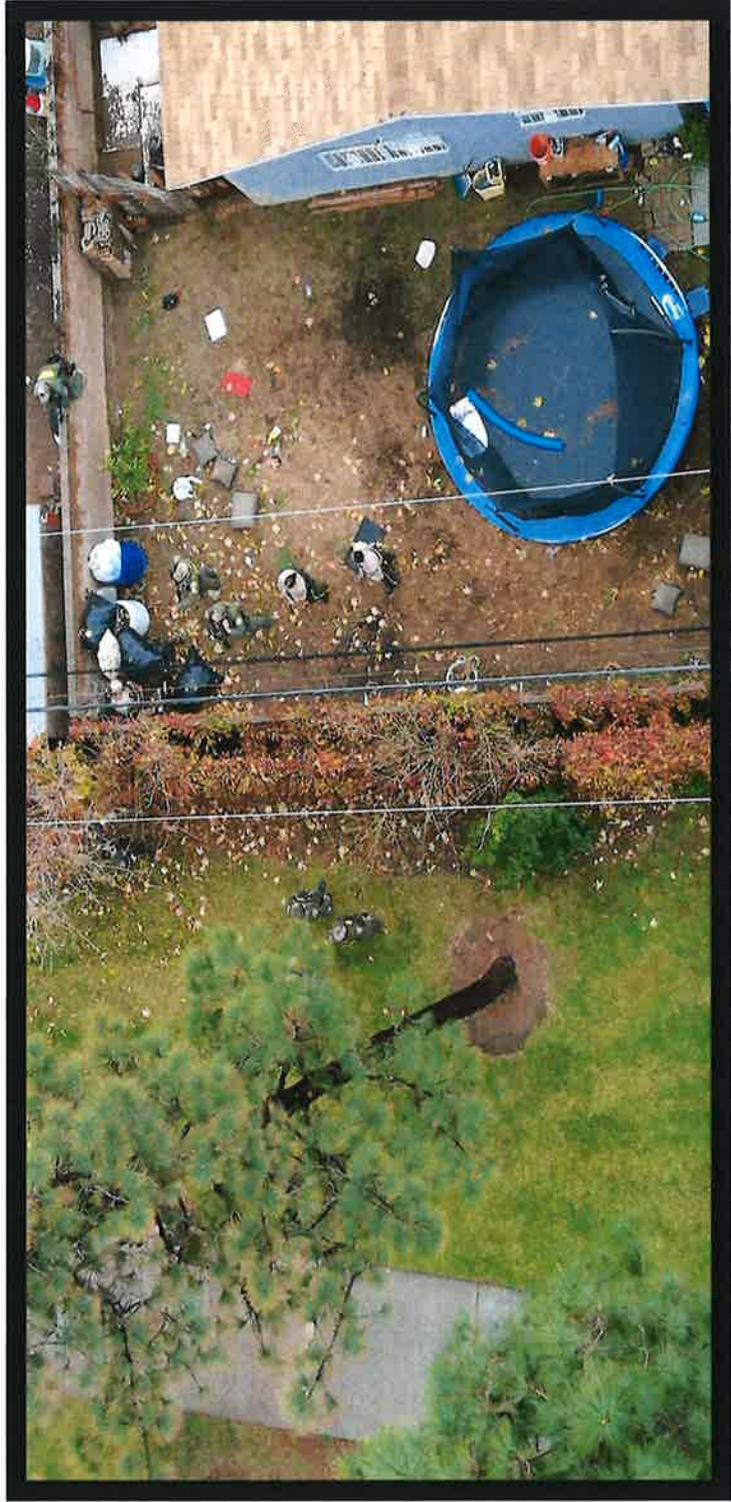
TOTAL EQUIPMENT COST FOR TWO DRONE PACKAGES:

- DJI Matrice 30T Drone X 2 \$27,998.00
- Extra Batteries \$ 2,632.00
- Extra Controller Batteries \$ 518.00
- Rapid Battery Charge Case \$ 2,000.00
- Yeti Portable Vehicle Charging System \$ 4,000.00
- Spotlight and Speaker \$ 3,990.00

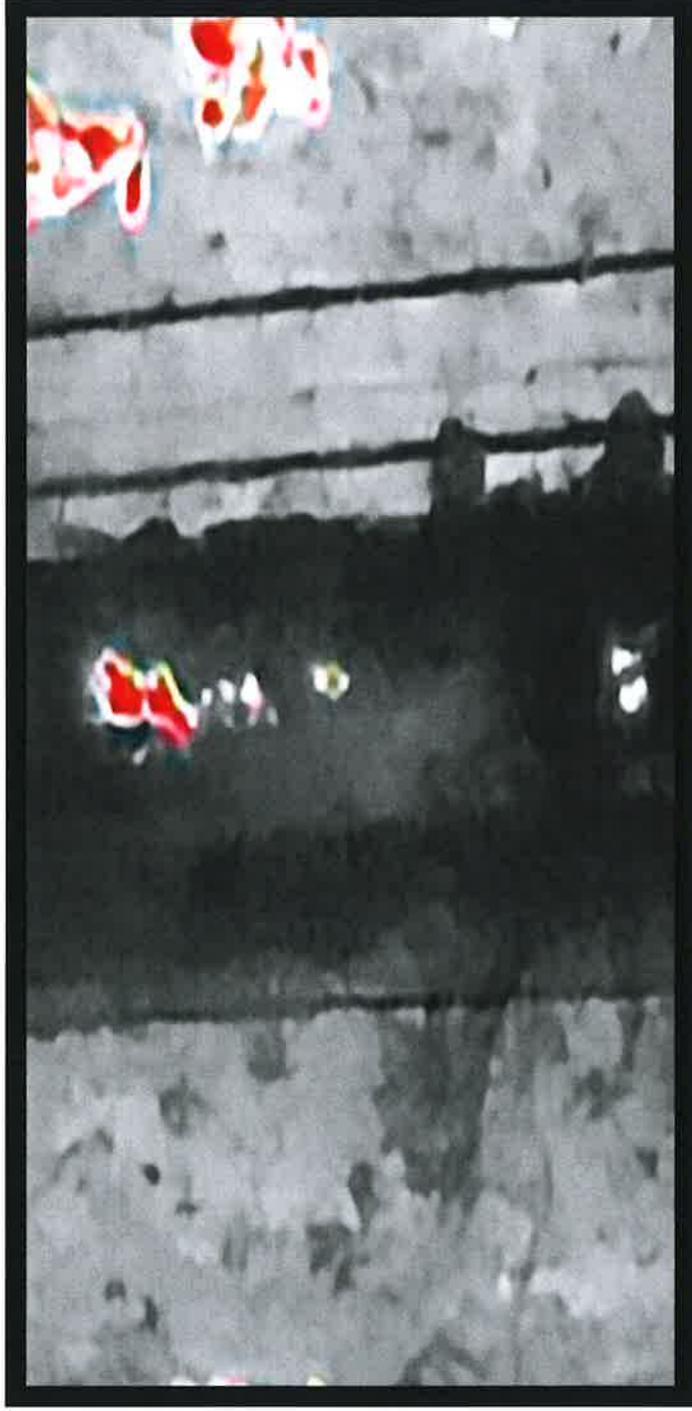
Total Cost: \$41,138.00



Suspect Hiding In a Ditch Camera View



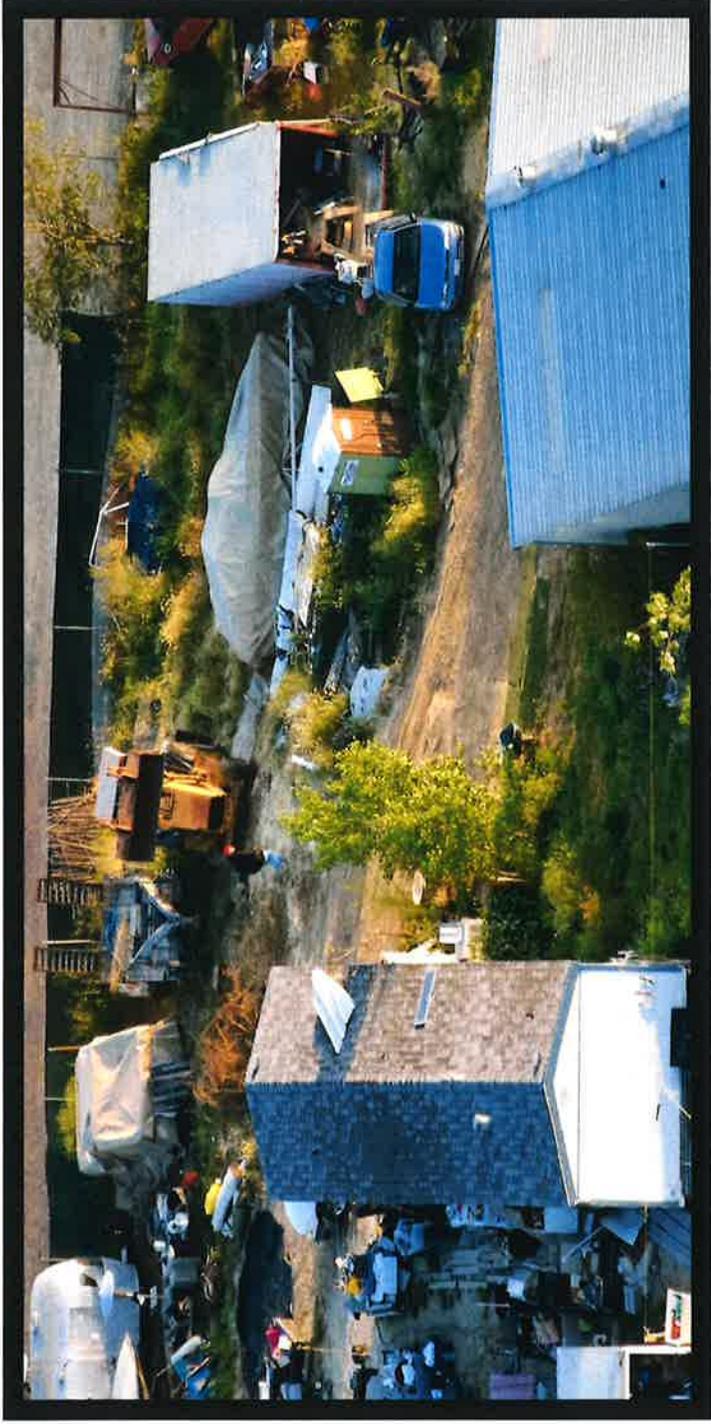
Thermal View of Suspect in the Ditch



Thermal Camera at Night



Wanted Subject 400ft elevation-1 mile Distance





QUESTIONS?



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Consideration to receive and file the report regarding the Perris Historic Theater Restoration Project, located at 279 South D Street, APN 313-093-006

REQUESTED ACTION: That the City Council receive and file the report regarding the Perris Historic Theater Restoration Project.

CONTACT: Michele Ogawa, Director of Economic Development and Housing

BACKGROUND/DISCUSSION:

The Perris Historic Theater was built in 1946 at the northeast corner of D Street and East 3rd Street. Previously owned by the Perris Church of Christ, the City purchased the building with the intent to renovate for community use. The Theater is a one-story wood framed building with mezzanine and current seating capacity of 436 seats.

In 2018, staff developed a scope of work, cost estimates, and the conceptual design of the Perris Historic Theater Restoration Project, for application to the Hazard Mitigation Grant Program (HMGP). The project scope included upgrades to the existing structural system, mechanical system, electrical system, ADA compliance and access, plumbing system and fixtures, and a full interior and exterior retrofit and finishing. The cost for the project was estimated to total \$6,384,785 in 2018. Photos of the existing conditions of the Theater, the full detailed scope of work, and conceptual design of the restored Perris Historic Theater are included as attachments to this report. Though the HMGP funding was not awarded to the City, the Perris Theater Restoration Capital Improvement Project (CIP) has a current budget of \$1,203,688.44. Additionally, the City has expended a total of \$322,303.59 for the completion of a seismic retrofit in 2016 and costs associated with the design and HMGP application in 2018. Going forward, staff will explore potential funding sources for the project in the form of grants, community benefit contributions, and private investment.

Staff recommends that the City Council receive and file the report on the Perris Historic Theater Restoration Project and provide direction to staff. Once input is received, staff will proceed to make the necessary updates to the scope of work and project cost estimates.

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

Prepared by: Michele Ogawa, Director of Economic Development and Housing

REVIEWED BY:

City Attorney _____

Assistant City Manager WB

Deputy City Manager ER

- Attachments:
1. Project Site Location
 2. Photos of Existing Conditions
 3. 2018 Perris Historic Theater Restoration Conceptual Design
 4. 2018 Restoration Project Scope of Work

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

ATTACHMENT 1

Project Site Location

Project Site Location
279 South D Street
APN: 313-093-006



- Perris Historic Theater
- Additional City-owned properties

ATTACHMENT 2

Photos of Existing Conditions

PERRIS HISTORIC THEATER-EXTERIOR

PERRIS THEATER
SIGN-FACING NORTH



PERRIS THEATER
SIGN-CENTER



PERRIS THEATER
SIGN-FACING SOUTH



PERRIS HISTORIC THEATER-EXTERIOR

PERRIS THEATER
SIGN-FACING NORTH



FRONT ENTRANCE OF
THEATER-STREET VIEW



PERRIS THEATER
SIGN-FACING SOUTH



PERRIS HISTORIC THEATER-EXTERIOR

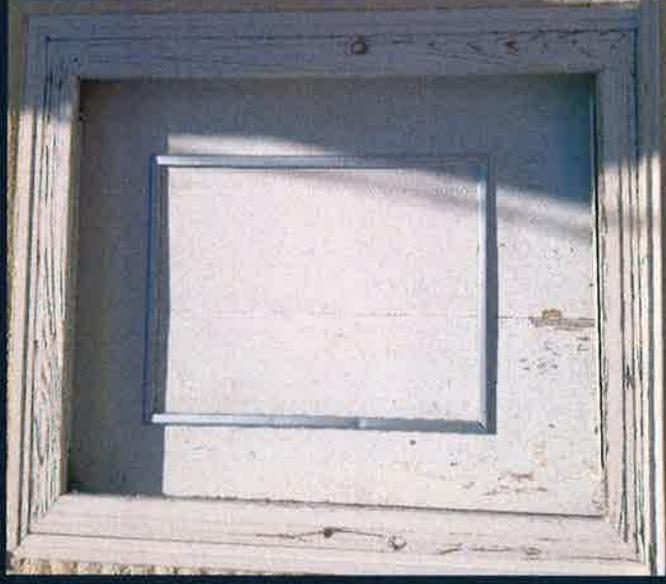
MARQUEE



MARQUEE



MARQUEE



PERRIS HISTORIC THEATER-EXTERIOR

FRONT ENTRANCE OF
THEATER



FLOOR ENTRANCE
OF THEATER



FLOOR ENTRANCE
OF THEATER



PERRIS HISTORIC THEATER-EXTERIOR

NORTH WALL OF BUILDING NORTH WALL-PEELING PAINT



NORTH WALL OF BUILDING



PERRIS HISTORIC THEATER-EXTERIOR

SOUTH SIDE WALL OF
THEATER



SOUTH SIDE WALL OF
THEATER



SOUTH SIDE
WINDOW OF
THEATER



PERRIS HISTORIC THEATER-INTERIOR

LOBBY AREA OF THEATER



LOBBY AREA OF THEATER

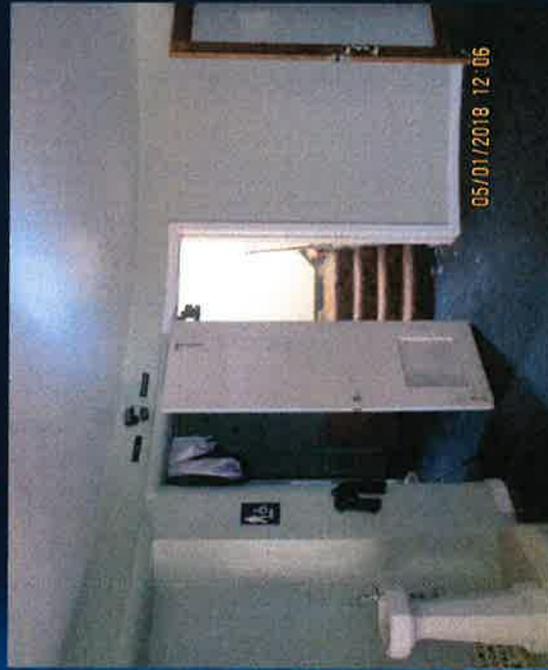


LOBBY AREA FACING RIGHT ENTRANCE TO STAGE AREA



PERRIS HISTORIC THEATER INTERIOR

LOBBY AREA-FACING STAIRS
(LEADS TO CONTROL
BOOTH)



STAIRS-GOING TO
CONTROL BOOTH



STAIRS-GOING DOWN
TO LOBBY AREA



PERRIS HISTORIC THEATER EXTERIOR

CONTROL BOOTH



STORAGE AREA OF CONTROL BOOTH



RESTROOM ACCESSED FROM WITHIN CONTROL ROOM



PERRIS HISTORIC THEATER-INTERIOR

SEATING AREA IN THEATER



SEATING AREA IN THEATER



SEATING AREA IN THEATER (DEBRIS ON FLOOR CEILING ON FLOOR)



PERRIS HISTORIC THEATER-INTERIOR

Stage is covered with debris from falling roof

STAGE AREA



STAGE AREA
FACING DOOR TO
LOBBY AREA



STAGE AREA FACING
EXIST DOOR



PERRIS HISTORIC THEATER-INTERIOR

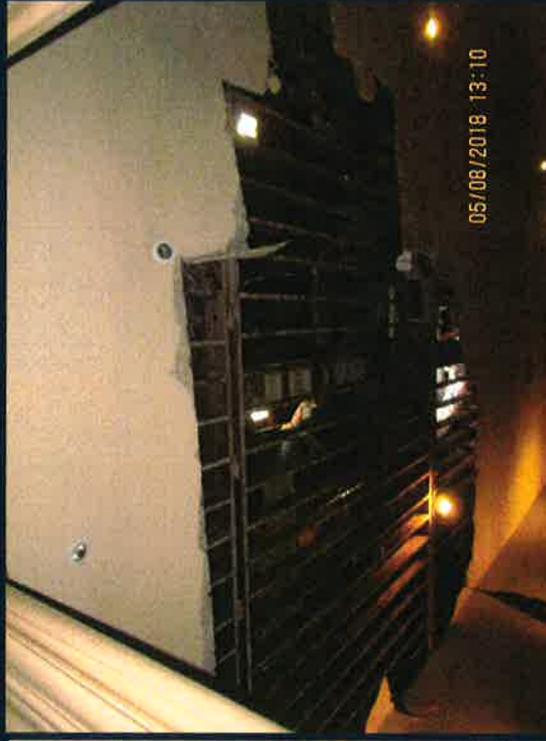
COLLAPSED CEILING
INSIDE THEATER



COLLAPSED CEILING
INSIDE THEATER

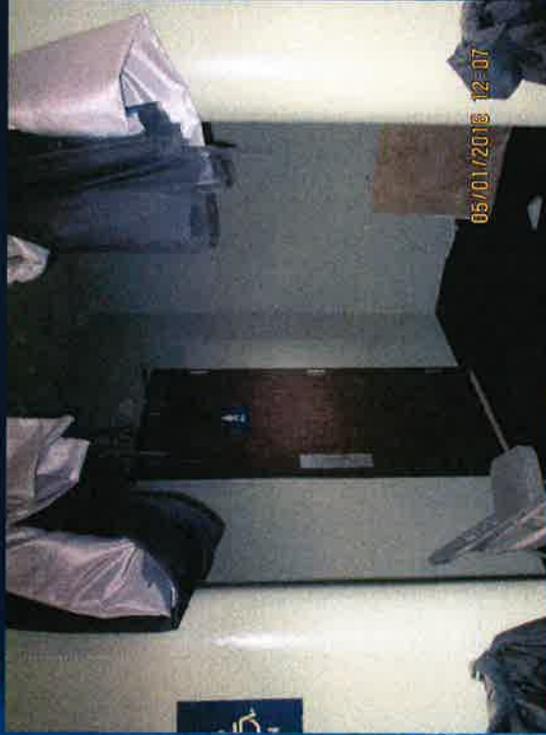


COLLAPSED CEILING
INSIDE THEATER



PERRIS HISTORIC THEATER-INTERIOR

MEN'S RESTROOM ENTRANCE
AREA



INSIDE OF MEN'S RESTROOM



MEN'S
RESTROOM-
TOILET STALL



PERRIS HISTORIC THEATER-INTERIOR

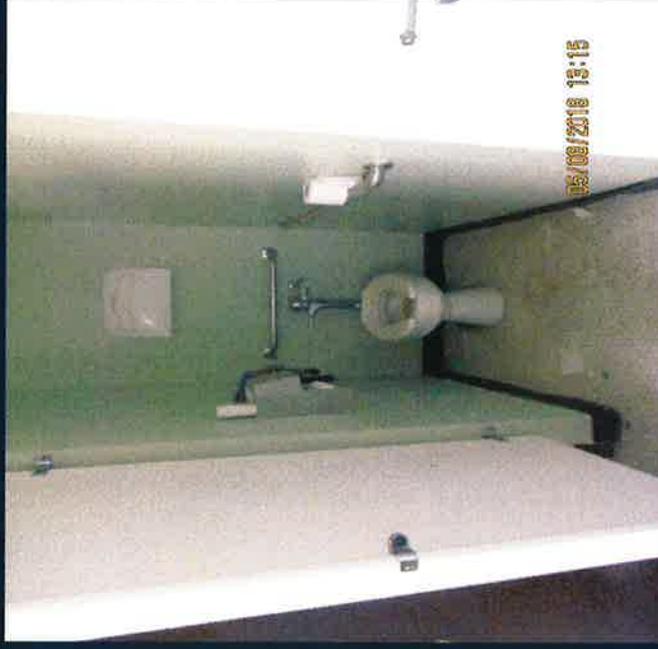
WOMEN'S RESTROOM



WOMEN'S RESTROOM



WOMEN'S STALL



PERRIS HISTORIC THEATER-EXTERIOR

REAR OF BUILDING



REAR OF BUILDING



REAR OF BUILDING



PERRIS HISTORIC THEATER-EXTERIOR

ELECTRICAL STORAGE



ELECTRICAL STORAGE AREA

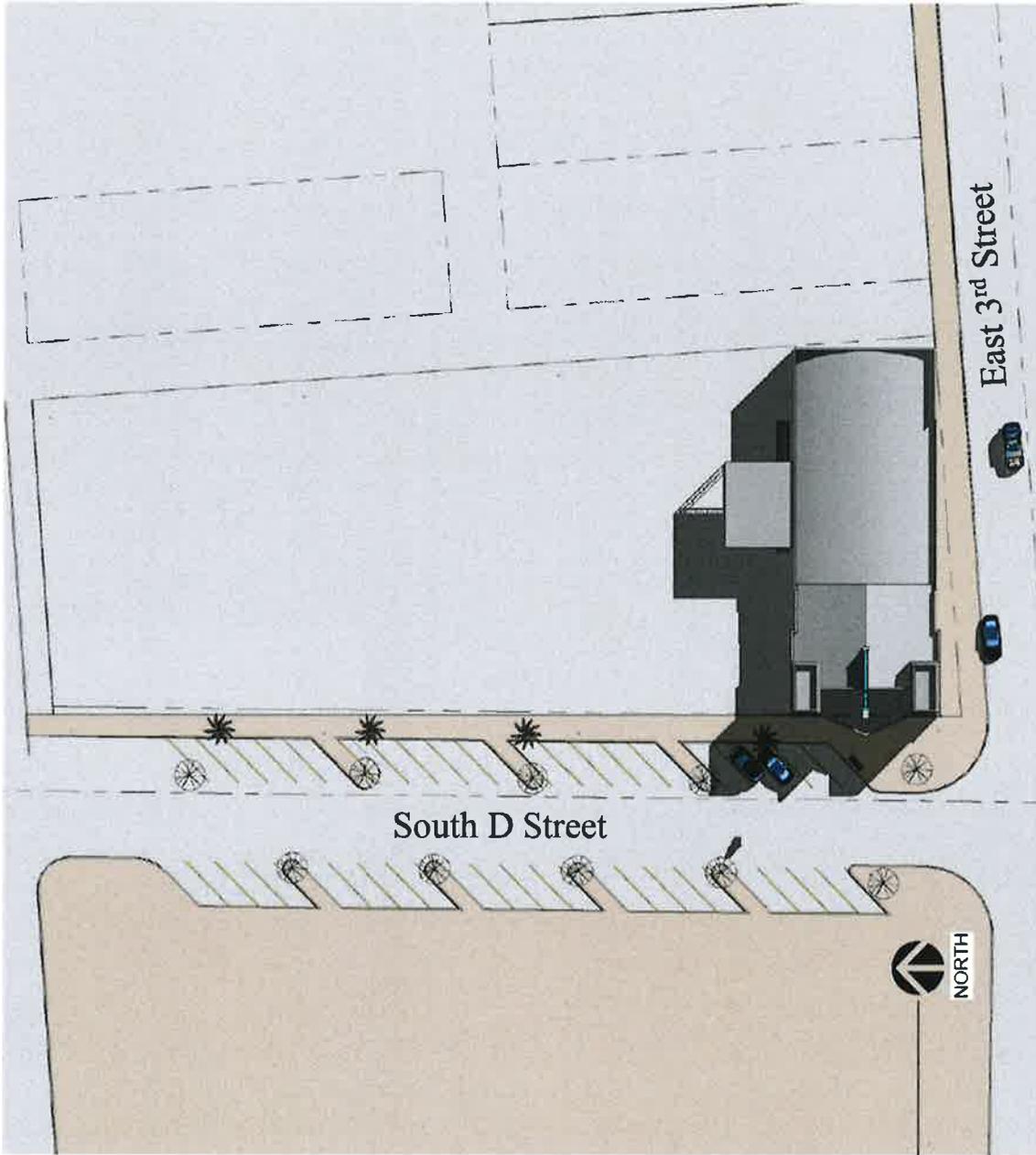


BACK ENTRANCE TO THEATER



ATTACHMENT 3

2018 Perris Historic Theater Restoration Conceptual Design

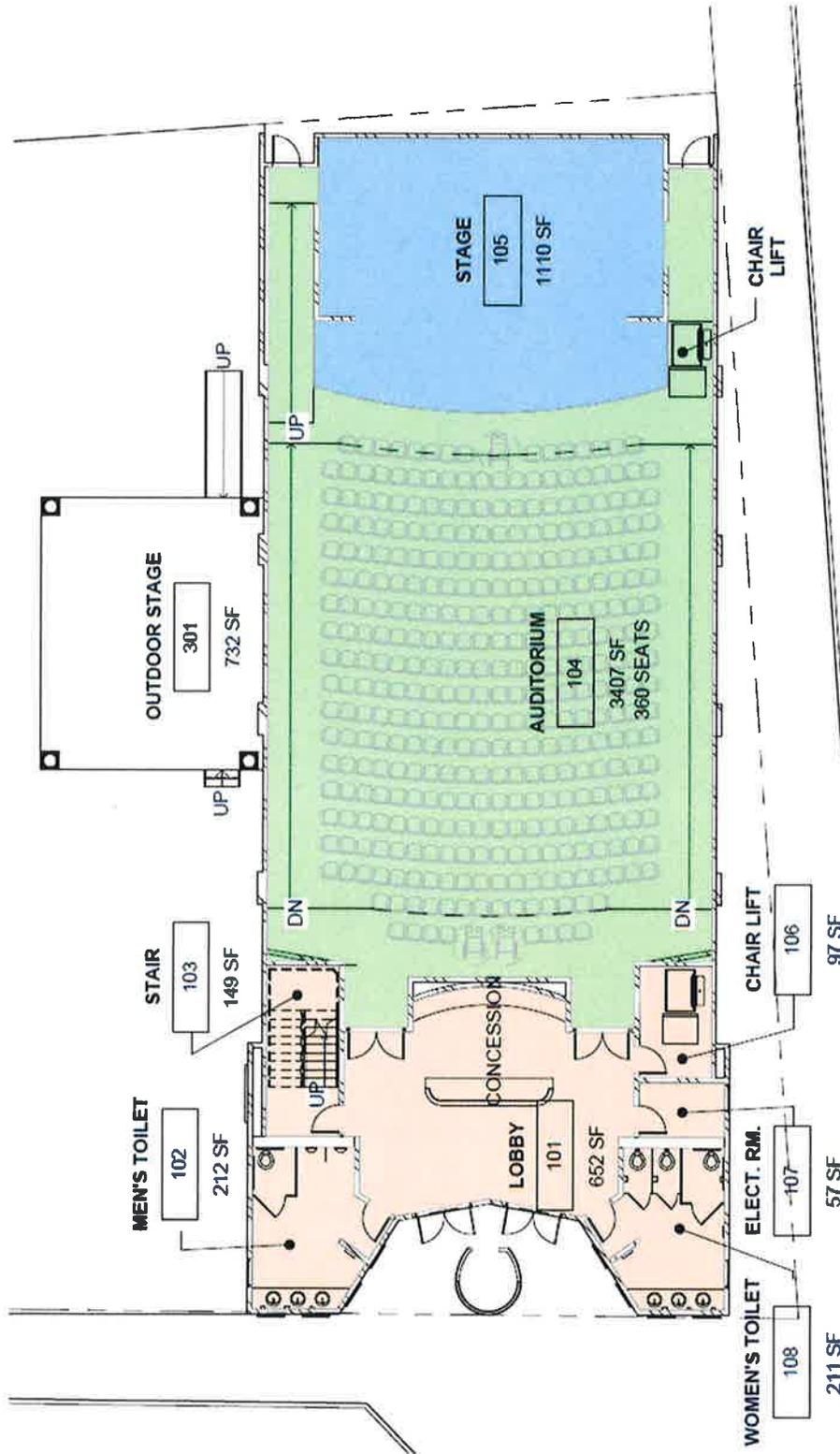


1 SITE PLAN
1" = 50'-0"

PERRIS THEATRE RENOVATIONS
A.001 | SITE PLAN
DATE: 08/15/2018



TUCKER SADLER



South D Street

East 3rd Street



1 GROUND LEVEL
1/16" = 1'-0"

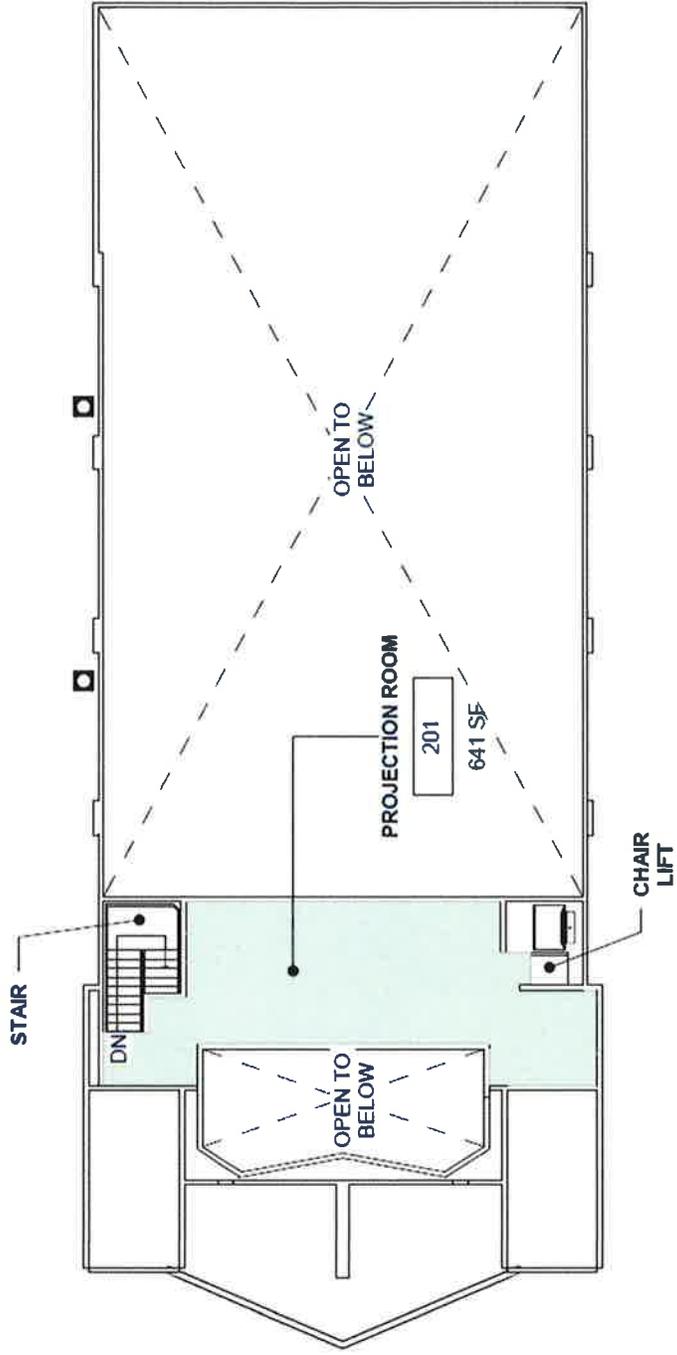
GROSS BUILDING AREA		
GROUND LEVEL	GROUND LEVEL	6258 SF
MEZZANINE LEVEL	MEZZANINE LEVEL	1701 SF
Grand total		7959 SF



TUCKER SADLER

PERRIS THEATRE RENOVATIONS
A.101 | GROUND LEVEL

DATE PLOTTED: 10/23/2014 11:23:30 AM



South D Street



1 MEZZANINE LEVEL
1/16" = 1'-0"

East 3rd Street

PERRIS THEATRE RENOVATIONS
A.102 | MEZZANINE LEVEL



TUCKER SADLER



PERRIS THEATRE RENOVATIONS
A.501 | SOUTHWEST VIEW

DATE: 04/20/2010 09:23:41 AM



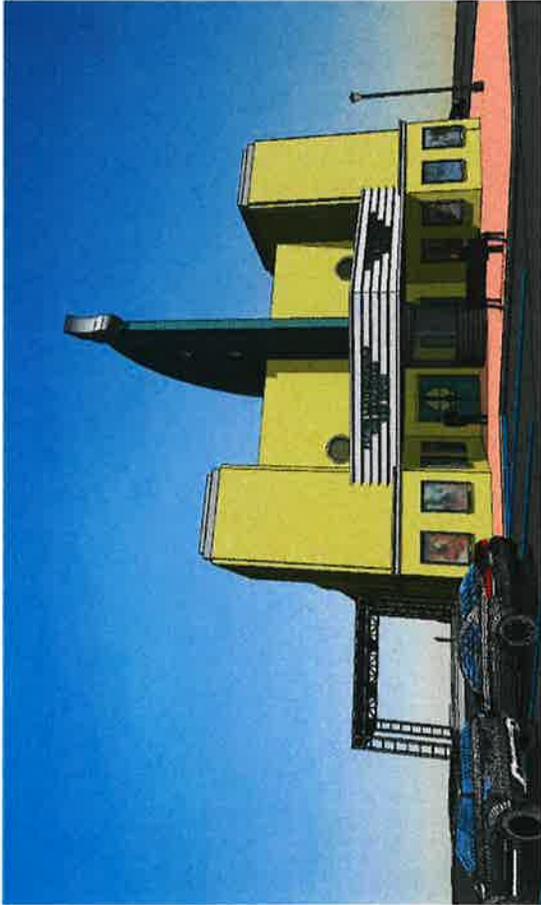
TUCKER SADLER



PERRIS THEATRE RENOVATIONS
A.502 | NORTHWEST VIEW
DATE PLOTTED: 04/20/10 12:22 PM



TUCKER SADLER



1 WEST ELEVATION



3 SOUTH ELEVATION



2 NORTH ELEVATION



4 MAIN ENTRANCE



ATTACHMENT 4

2018 Restoration Project Scope of Work

Scope of Work
Perris Historic Theater
DR-4344-0163

General/Overall Scope of Work:

1. Complete retrofitting of the interior and exterior
2. Upgrading of the existing structural system to meet current code requirements with respect to seismic compliance
3. Upgrade as required for ADA compliance-access, toilet rooms, and theatre seating
4. Upgrade and/or replace existing mechanical system
5. Upgrade and/or replace existing electrical system, to include
6. Upgrade plumbing system and fixtures
7. Modify existing toilet rooms to accommodate required quantity of fixtures as per current code.
8. Modify existing adjacent parking lot to design outdoor amenities area to serve as both evacuation and social gathering area
9. Add new outdoor lighting for both site and on the building
10. Incorporate sun control devices over windows while maintaining historical feel of building
11. Replace existing windows and doors
12. Replace existing theatre sign with new electronic reader board
13. Replace existing theatre seating
14. Modify and provide ADA access to existing projector room
15. Upgrade existing stage; provide new screen; ADA access to stage
16. Add Fire Alarm and Fire Protection System

Site Scope of Work:

1. Temporary Construction Utilities and Site Preparation
 - a. Signage
 - b. Fencing
 - c. Trailer Rental and Set-up
 - d. Temporary, water, power
 - e. Traffic Control
2. Site Demolition
 - a. AC Paving Removal
3. Site Paving
4. Shade Structure for Stage Construction (Evacuation Structure)
5. Site Electrical
 - a. Provide perimeter site lighting in existing adjacent parking lot – total of 18 light poles equally spaced.
 - b. Provide convenience electrical outlets at base of each light pole
6. Remove and replace existing asphalt paving.

7. Provide outdoor stage platform, approximated 20' x 30' on north side of building, height to be maximum of 12" above existing grade.
8. Provide fabric shade structure over outdoor stage platform.
9. Provide convenience electrical outlets (four-plex) for stage, minimum of two.
10. Existing enhanced paver sidewalk to remain.
11. Provide ticket kiosk at entry into the theatre on west side.

Building Scope of Work:

1. Building Demolition
 - a. Structural Slab
 - b. Ceiling
 - c. Wall
 - d. Flooring
 - e. Furnishing
 - f. Mechanical
 - g. Plumbing
 - h. Electrical
2. **Structural Upgrades**
 1. Structural Slab – Slab on grade, seating area
 2. Exterior Walls – Backstage and Facade
 3. Ceiling Seismic Bracing – Seismic Bracing of Ceiling and Mechanical Equipment
 4. Roof Framing – Pitch Roof, Barrel Roof, Barrel Roof Truss
3. **Exterior Facade**
 1. Stucco Finish – Backstage, Façade, Ticket Area
 2. Ticket Kiosk
 3. Marquee Board – Replace signage with Marquee

Furnishings and Equipment

1. Lobby
 - a. Increase size of existing lobby to accommodate addition of concession booth with service counter and back counter. This requires encroachment into Audience Chamber. Provide convenience electrical outlets.
 - b. Replace existing interior doors with proper door width as required by code
 - c. Provide new light fixtures – LED type
4. Toilet Rooms
 - a. Increase size of existing Men's and Women's Toilet room to meet ADA requirements.
 - b. Provide required quantity of plumbing fixtures as per code.
 - c. Replace existing plumbing fixtures.
 - d. Provide new wall finishes – ceramic tile.

- e. Provide new floor finishes – porcelain tile.
- f. Provide new light fixtures – LED type
- g. Ceiling to be gypsum drywall, painted.
- 5. Electrical Room
 - a. Relocate electrical room and increase size to accommodate new electrical panels.
 - b. Floor finish to be seal concrete.
 - c. Walls and ceiling to be painted.
- 6. Chair Lift
 - A. Provide chair lift for access to Projection Room on Mezzanine Level. To be in secured room for use by disabled employee only.
- 7. Audience Chamber
 - a. Remove and replace existing seats.
 - b. Remove and replace existing plaster ceiling.
 - c. Revise layout of seating, minimize required reduction due to increasing size of Lobby.
 - d. Provide acoustical treatment on walls.
 - e. Provide acoustical ceiling.
 - f. Provide chair lift for access onto the stage.
 - g. Replace existing lighting with LED fixtures.
 - h. Remove and replace existing sloped seating floor, and adjust as required for new seating layout.
 - i. Finish floor under seats to be sealed concrete. Aisles to be carpeted.
- 8. Stage:
 - a. Remove, replace, and enlarge existing stage to accommodate musical groups. Building may be expanded toward east property line. Stage to have depression for installation of wood stage floor.
 - b. Provide ADA access to stage.
 - c. Replace existing stage curtain with fire resistant curtain per code.
 - d. Provide LED light fixtures.
 - e. Provide Stage lighting.
- 9. Stair
 - A. Remove and relocate existing employee stair for access to Projection room.
- 10. Projection Room (Mezzanine Level)
 - a. Provide electrical outlets for equipment.
 - b. Floor finish to be vinyl composition tile.
 - c. Walls to be painted.
 - d. Ceiling to be suspended acoustical tile.

Building Services/General Requirements:

- 1. Fire Sprinkler System
- 2. Provide fire protection system
- 3. Provide fire alarm system.
- 4. Plumbing, Mechanical system

5. Electrical and Communications System
6. Existing electrical system to be remove and replaced with code compliant system.
7. Existing HVAC system to be remove and replaced with new system through-out.
8. Exterior wall assemblies to be upgraded to provide acoustical sound proofing.
9. Provide required thermal insulation in existing perimeter walls and roof.
10. Project to meet title 24 energy requirements.
11. Project to comply with Cal Green requirements.
12. All light fixtures to be LED type.
13. Iconic blade fin to be kept and restored.
14. Exterior of building to remain cement plaster, and wood siding were currently existing – repair as needed.
15. Building exterior to be repainted.
16. Provide murals on inset panel of building exterior on south elevation.
17. Remove and replace existing roofing.

Design Scope of Work:

1. Conceptual design phase (Fee submitted for this Phase only In this Proposal):
 - a. Programming
 - b. Create 3-D Images
 - c. Prepare conceptual design documents as required for submission with grant application.
2. Deliverables (5 -copies plus CD):
 - a. Building Program
 - b. Architectural site plan
 - c. Architectural floor plans
 - d. Exterior elevations
 - e. 3-D Images
3. Schematic Design Phase:
 - a. Coordinate and schedule meetings with client.
 - b. Prepare demolition plans based on previous design effort.
 - c. Conduct preliminary code review.
 - d. Prepare architectural site plan.
 - e. Prepare floor and roof plan with overall dimensions, and room names.
 - f. Prepare roof plan showing drainage slopes.
 - g. Prepare building sections.
 - h. Prepare exterior elevations with call out of proposed materials and finishes.
 - i. Prepare narrative for proposed mechanical and electrical systems options, fire alarm system, determine room size for electrical room, and telecommunications/data room.
 - j. Prepare preliminary structural upgrade framing plan.
 - k. Prepare conceptual landscape site plan
 - l. Prepare conceptual grading plan.
 - m. Prepare narrative for Audio Visual system.
 - n. Prepare theatre narrative
 - o. Prepare acoustical narrative
 - p. Prepare narrative for Fire Protection system.

- q. Prepare materials/color board
- 4. Deliverables:
 - a. Submit 50% progress set to client for review and comment- 5 copies plus CD.
 - b. Submit 100% completion to client for review and comment- 5 copies plus CD.
 - c. Submit materials/color board
- 5. Design Development Phase:
 - a. Incorporate Schematic Design review comments from client.
 - b. Coordinate and schedule meetings with client for reviews.
 - c. Continue code review with development of design
 - d. Coordination meetings with sub-consultants.
 - e. Complete demolition plan for site and building.
 - f. Prepare further development of architectural site plan with amenities.
 - g. Prepare floor plan with full dimensions, room names, room numbers, wall types, and built-in casework, door and window locations.
 - h. Prepare roof plan with call out of materials, drainage slope, location of mechanical equipment, and access
 - i. Prepare building sections indicating height relationships between floor and ceiling, room names, and vertical dimensions.
 - j. Prepare exterior elevations indicating material, and heights.
 - k. Prepare wall sections indicating vertical dimensions and call out of materials.
 - l. Prepare enlarged floor plans for toilet rooms, projector room, stage, theatre seating layout, and stairs.
 - m. Prepare interior elevations for toilet rooms, theatre, stage, projector room, lobby, and ticket box office.
 - n. Prepare reflected ceiling plans.
 - o. Prepare preliminary door and window schedule.
 - p. Prepare room finish schedule.
 - q. Conduct in-house review of documents for constructability, program compliance, and coordination.
 - r. Conduct research for proposed products, systems for preparation of outline specifications.
 - s. Prepare structural, mechanical, electrical, fire alarm, fire protection, landscape, civil, theatre, and audio visual plans, and sections, schedules, elevations, and associated outline specs.
- 6. Deliverables:
 - a. Submit 50% progress set to client for review and comment - 5 copies plus CD.
 - b. Submit 100% - 5 copies plus CD.
- 7. Construction Document Phase:
 - a. Incorporate Design Development review comments from client.
 - b. Coordinate and schedule meetings with client for reviews.
 - c. Coordination meetings with subconsultants.
 - d. Complete architectural site plan, and site details.
 - e. Complete floor plans with detail references, and notes.
 - f. Complete roof plan and prepared associated details.
 - g. Complete building sections with notes, details references.

- h. Complete exterior elevations, adding notes, details and sections reference, and enlarged special elevations.
 - i. Complete wall sections, develop associated details and add cross references, complete notes.
 - j. Complete enlarged floor plans adding key notes, dimensions, accessories, and cross referencing to plans.
 - k. Complete interior elevations adding vertical dimensions, keynotes, and detail references.
 - l. Complete reflected ceiling plans, dimensioning location of ceiling fixtures and devices, creating ceiling details, keynotes, and cross referencing.
 - m. Complete door and window schedules, door and window details, and adding keynotes.
 - n. Complete Room Finish schedule.
 - o. Complete research for products, and systems.
 - p. Conduct in-house review of documents for coordination and constructability review.
 - q. Complete specification manual.
 - r. Complete civil, structural, mechanical, electrical, Fire Alarm, Fire Protection, Audio Visual, and Theatre documents, and associated specifications.
 - s. Submit for plan check, make plan check corrections as necessary, and resubmit for permit approval.
8. Deliverables:
- a. Submit 50% progress set to client for review and comment- 5 copies plus CD.
 - b. Submit 100% for client review and plan check-5 copies plus CD.
9. Bidding Phase:
- a. Attend pre-bid conference.
 - b. Prepare and Issue addendum in response to questions from bidders.
 - c. Assist In review of bids.
10. Construction Administration Phase:
- a. Attend pre-construction meeting.
 - b. Attend construction meeting on bi-monthly basis in junction with field visits.
 - c. Prepare and distribute field reports.
 - d. Track RFI's and submit responses.
 - e. Prepare and submit clarification sketches by way of ASI's.
 - f. Track, process and review submittals and shop drawings.
 - g. Review Contractor's pay application on a monthly basis.
 - h. Prepare Preliminary and final punch list.
 - i. Prepare and Issue Notice of Substantial Completion form.
 - j. Review all warranty and guarantee certificates for completion prior to Issuance to client.
 - k. Review all "O & M" manuals before issuance to client.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 12, 2023

SUBJECT: Fiscal Year 2023-24 Draft Capital Improvement Program Budget

REQUESTED ACTION: That the City Council review and provide recommendations to staff for the Fiscal Year 2023-24 Draft Capital Improvement Program Budget Workshop

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

In the past, each year in June, the City Council receives for consideration the annual review of the Capital Improvement Program (CIP) budget. The CIP budget provides for both short-term and long-term projects to be funded using various categories of monies including sources such as Gas Tax, SB-1, Measure A, and multiple categories of Developer Impact Fees (DIF). Due to the City bringing Engineering services in house effective July 1, 2023, it was recommended to bring the CIP budget to the Council in September.

Finance staff conducted meetings with departments beginning in July/August to understand which projects need funding and how they will be paid. This process also included a review at both the Parks and Recreation Committee as well as the Public Works Committee and went through several iterations before finally being presented to the City Manager for review.

The CIP book itself is broken down by departments including Engineering, Public Works, and Community Services, and will provide information on the project number, project name, the fund providing the source of monies, and a description of the project.

Of an important note, only \$400,000 of general fund monies are being used to program the new additions to the CIP budget of \$4.4M. In total, the CIP budget for both new and existing projects totals \$29M

City staff will provide a general overview of selected projects to be highlighted during the City Council meeting.

BUDGET (or FISCAL) IMPACT: Total budget request for the Fiscal Year 2023-24 to the CIP budget is \$29,512,769. Of that amount, the General Fund will be providing a net amount of

\$400,000 in funding. All remaining funds including Measure A, Gas Tax, SB1, and Developer Impact Fees (DIF) are part of the Special Revenue fund, which has no impact to the General Fund and totals \$29,512,769.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

City Attorney _____

Assistant City Manager MB

Deputy City Manager ER

Attachments:

1. Annual CIP Proposed Budget Changes FY 23-24 Summary

Consent:

Public Hearing:

Business Item: X

Presentation:

Other:

ATTACHMENT 1

**ANNUAL CIP PROPOSED BUDGET CHANGES
FY 22-23 SUMMARY**

ANNUAL CIP PROPOSED BUDGET AMENDMENTS FY 23-24

Existing Projects

Project #	Project Name	Fund	Previously Approved CIP Budget	Increase (Decrease)	Proposed Amended CIP Budget	Description
F025	Cesar Chavez Library	163 Comm. Amen. DIF	520,000	86,000	606,000	For HVAC Automation system, heater repairs and roofing
F035	City ADA Improvements	163 Govern. Svcs DIF	175,000	100,000	275,000	City facility ADA improvements
F057	Annual City Building Maintenance	154 Construction Fund (General Fund)	337,000	415,000	752,000	For painting council chambers, dome roof at 227, ducting at 227, ducting at council chambers
F059	Campus Signs	163 Comm. Amen. DIF	305,424	20,000	353,424	Landscaping, blockwall surrounding the backside of sign, reinstalling the bricks and adding two additional bollards.
F059	Campus Signs	163 Govern. Svcs DIF		28,000		Landscaping, blockwall surrounding the backside of sign, reinstalling the bricks and adding two additional bollards.
F062	Early Childhood Classroom	119 State Grant	500,000	650,000	1,150,000	Community Project Funding Grant through Mark Takano - Grant will reimburse
F064	101 N D Street New Economic Office Renovation	154 Construction Fund (General Fund)	400,000	(115,000)	265,000	Transfer to F057
F064	101 N D Street New Economic Office Renovation	163 Comm. Amen. DIF		(20,000)		Transfer to F059
F065	Fire Station #90 & #101 Building Improvements	154 Construction Fund (General Fund)	150,000	100,000	350,000	For repainting exterior of fire station 101, and new kitchen at fire station 90
F065	Fire Station #90 & #101 Building Improvements	163 Fire DIF		100,000		For repainting exterior of fire station 101, and new kitchen at fire station 90
F067	227 N D Street Renovation	163 Govern. Svcs DIF	220,000	100,000	320,000	Partial roof replacement
P040	Perris Valley Storm Trail Phs II	163 Indus. Park DIF	3,331,210	3,000,000	6,331,210	Nuevo to South Perris Station
P053	Paragon Park Improvements	163 Parks DIF	1,645,000	500,000	2,145,000	Increase cost in construction materials.
P056	Morgan Park Phase 2.1	163 Parks DIF	2,616,742	400,000	3,016,742	Increase to expand the parks storage yard, which includes modular office building, storage unit, parking and pavement.
P057	Copper Creek Park Renovation Phs 2	163 Parks DIF	5,839,260	400,000	6,239,260	Increase cost in construction materials.
S002	Annual Slurry Seal Program	140 RMRA	16,491,951	2,500,000	19,291,951	Ongoing Annual Slurry Seal, grind and overlay of citywide streets.
S002	Annual Slurry Seal Program	142 Measure A		300,000		Ongoing Annual Slurry Seal, grind and overlay of citywide streets.
S004	Annual Street Stripe & Sign Program	136 Gas Tax	1,714,576	200,000	1,914,576	Ongoing stripe and signage
S007	D Street Renovation	142 Measure A	6,604,960	75,000	8,904,960	4th Street + C / 10th st. / 6th through 8th street
S007	D Street Renovation	163 Trans. DIF		2,225,000		4th Street + C / 10th st. / 6th through 8th street
S023	Placentia / I-215 Extension	133 RBBDD	8,204,448	150,000	8,954,448	Project Complete, pending RCTC & EMWD Reimbursements
S023	Placentia / I-215 Extension	142 Measure A		600,000		Project Complete, pending RCTC & EMWD Reimbursements
S036	Annual Pothole Repair Program	142 Measure A	1,478,862	2,000,000	3,478,862	Annual asphalt program
S094	Streets & Alleys Pavement Program	142 Measure A	635,000	565,644	1,200,644	
S099	Ramona Exp Pavement Rehab	133 RBBDD DIF	2,228,639	5,380,105	7,608,744	
S122	Misc. Citywide Sidewalk Improv.	136 Gas Tax	350,000	300,000	650,000	Existing sidewalk repairs/trip hazards
S123	Citywide Sidewalk Improvements	136 Gas Tax	970,551	500,000	1,470,551	
S127	D Street Landscaping & Improv.	136 Gas Tax	440,000	14,000	654,000	Need additional funds to cover pole knockdowns, replant projects, and ongoing improvements
S127	D Street Landscaping & Improv.	157 Infrastructure		200,000		Need additional funds to cover pole knockdowns, replant projects, and ongoing improvements
S132	Old Nuevo Rd Sidewalk & Streetlight	112 Traffic Safety	220,000	102,000	360,000	Project Complete, pending final payments
S132	Old Nuevo Rd Sidewalk & Streetlight	163 Trans. DIF		38,000		Project Complete, pending final payments
S136	Nuevo Rd, Goetz Rd, Placentia Median	133 RBBDD DIF	1,638,447	500,000	2,138,447	
S143	Various Right-of-Way New Irrigation	136 Gas Tax	100,000	100,000	200,000	Perris Blvd @ San Jacinto, others projects identified throughout the year through Beautification Committee
T032	Traffic Signal & Road Safety Improv.	142 Measure A	1,623,700	3,626,300	5,250,000	
W014	11 S D Street Water Line Replacement	163 Comm. Amen. DIF	100,000	(55,000)	45,000	Transfer to F025

25,085,049

Total Budget Changes for Existing Projects

ANNUAL CIP NEW PROPOSED PROJECTS

Project #	Project Name	Fund	Increase (Decrease)	2,350,000	Description
F072	Bob Glass Gym Renovation	119 State Grant	-	2,350,000	Community Project Funding Grant through Mark Takano - Grant will reimburse
P059	Citywide Park ADA Improvements	136 Gas Tax	-	50,000	
S146	A Street Corridor Safety Improvement	142 Measure A	*	300,000	
S146	A Street Corridor Safety Improvement	152 CDBG	*	127,720	
T035	D St. Traffic Signal/Intersection	133 RBBB DIF	*	1,600,000	New Traffic Signal on D St at City Hall Campus Entrance, Median Modification and D St and San Jacinto Ave Intersection rehab
				4,427,720	Total Budget Request for New Projects
				29,512,769	Budget Change Net Total

**Total Budget Requested from General Fund (Construction Fund) 400,000*

PROPOSED USAGE OF FUNDS

Fund	Budget Changes
112 Traffic Safety	102,000
119 State Grant	3,000,000
140 SB1 Grant	2,500,000
133 RBBB	150,000
133 RBBB (DIF)	7,480,105
136 Gas Tax	1,164,000
142 Measure A	7,466,944
152 CDBG	127,720
154 Construction Fund (Gen Fund)	400,000
157 External Contributions - Infrastructure	200,000
163 Transportation DIF	2,253,000
163 Fire DIF	100,000
163 Govern Svcs	228,000
163 Com. Amen	31,000
163 Ind. Park DIF	3,000,000
163 Parks DIF	1,300,000
	29,512,769

Total Budget Changes