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, October 11, 2016
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California

CLOSED SESSION: 6:00 P.M.

ROLL CALL:
Yarbrough, Burke, Rabb, Rogers, Busch

A. Conference with Legal Counsel – Anticipated litigation – Government Code Section 54956.9(d)(4); 1 case

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

2. ROLL CALL:
Yarbrough, Burke, Rabb, Rogers, Busch

3. INVOCATION:
Pastor Noland Turnage
The Grove Community Church
227 N. "D" Street
Perris, CA 92570

4. PLEDGE OF ALLEGIANCE:
Councilman Yarbrough 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. The Youth Advisory Committee presenting the Anti-bullying Conference schedule on October 22, 2016 at the Ontario Town Square.

7. APPROVAL OF MINUTES:

A. Approve the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held September 27, 2016.

8. 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. Approve a one year Extension of Time No. 16-05183 for Tentative Tract Map 31225, located at the northwest corner of “A” Street and Metz Road. (Applicant: Pacific Communities).

B. Approve the Perris Housing Authority Budget Amendment and Contract Services Agreement with Pacific Code Compliance for Professional Inspection Services.

C. Adopt Resolution Number (next in order) to Approve Temporary Traffic Control by a Third Party Contractor, other than a Peace Officer, on Indian Avenue in Perris during a permitted time period, in accordance with California Vehicle Code Section 21100(e).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING TEMPORARY TRAFFIC CONTROL ENFORCEMENT BY A THIRD PARTY, OTHER THAN A PEACE OFFICER, ON INDIAN AVENUE IN PERRIS DURING A PERMITTED TIME PERIOD, IN ACCORDANCE WITH CALIFORNIA VEHICLE CODE SECTION 21100(e)
D. Approve the 4-Way stop at intersection of Rider Street and Avalon Parkway.

E. Approve a Fiscal Year 2016-2017 Budget Amendment to allocate funding for Boys & Girls Club 5K Fun Run/Walk; allocate funding for Perris Snow Day event; and allocate funding for the replacement of playground equipment at Foss Field Park.

9. PUBLIC HEARINGS:

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

A. Consideration to introduce the First Reading of Ordinance Number (next in order) amending Chapter 10.12 Authority of Police.

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


Introduced by: Jennifer Erwin, Assistant Director of Finance

PUBLIC COMMENT:

10. 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 and Discussion of whether the City should recognize “Indigenous People’s Day” as a City holiday and the manner in which it is recognized.

Introduced by: Eric Dunn, City Attorney
PUBLIC COMMENT:

11. 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.

12. 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.

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official (951) 443-1029. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk
DATE: October 11, 2016
SUBJECT: Approval of Minutes

BACKGROUND: None.

FISCAL IMPACT: None.

- RECOMMENDATION: Motion to approve the Minutes of the Regular Joint Meeting held on September 27, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority.

Prepared by: Judy L. Haughney, CMC, Records Clerk
Approved by: Nancy Salazar, City Clerk

Attachments:
- Minutes of the Regular Joint Meeting held on September 27, 2016 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority
CITY OF PERRIS

MINUTES:

Date of Meeting: September 27, 2016
06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Busch called the Regular City Council Meeting to order at 6:30 p.m.

2. ROLL CALL: Rogers, Yarbrough, Burke, Rabb, Busch

Present: Rogers, Yarbrough, Burke, Rabb, Busch

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Deputy City Manager Madkin, Redevelopment & Economic Development Manager McDermott, Police Captain Ford, Fire Chief Barnett, Director of Development Services Miramontes, Information Technology Manager Cervantes, Assistant Director of Administrative Services Carlos, Assistant Director of Community Services and Housing Chavez, Assistant Finance Director Erwin, Assistant Director of Public Works Hartwill, Public Information Officer Vargo, Records Clerk Haughney and City Clerk Salazar.

3. INVOCATION: Pastor Benjamin Briggs Greater Light Community Church
3060 Barrett Avenue Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Rogers led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Certificate of Recognition presented to Eagle Scout Spencer Allison.

B. Proclamation recognizing September 2016 as Rail Safety Month.

C. Crystal Lopez, Program Assistant will present the Perris Green City Farm Chef in the Garden Winter Series.

7. APPROVAL OF MINUTES:

A.
Approved the Minutes of the Regular Joint Meeting of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and Perris Joint Powers Authority held September 13, 2016.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by David Starr Rabb to Approve the Minutes as presented.
AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch
NOES:
ABSENT:
ABSTAIN:

8. CONSENT CALENDAR:

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

A. Awarded Contract to CPS HR Consulting for Classification and Compensation Consulting Services.

B. Approved the Commercial Seismic Retrofit on the Perris Theatre located at 279 South D Street.

C. Adopted Resolution Number HA-006 establishing a City of Perris Housing Authority Fee Schedule.

Resolution Number HA-006 is entitled:
A RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF PERRIS HOUSING AUTHORITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING A HOUSING AUTHORITY FEE SCHEDULE

D. Adopted Resolution Number HA-007 authorizing the purchase of property identified as APN #313-081-005 located at 118 South D Street in Downtown Perris.

Resolution Number HA-007 is entitled:
A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PERRIS, APPROVING THE PURCHASE AND SALE AGREEMENT OF PROPERTY LOCATED AT 118 SOUTH D STREET (APN: 313-081-002) IN DOWNTOWN PERRIS

E. Approved Boys and Girls Club of Perris request for a fee waiver to use Monument Park for a community festival being held on October 1, 2016.

F. Approved the City’s Monthly Check Register for August 2016.

The Mayor called for a motion.

M/S/C: Moved by Mark Yarbrough, seconded by Tonya Burke to Approve the Consent Calendar as presented.
AYES: Rita Rogers, Mark Yarbrough, Tonya Burke, David Starr Rabb, Daryl Busch
NOES:
9. PUBLIC HEARINGS:

There were no Public Hearing Items.

10. BUSINESS ITEMS:

A. Presentation of the Zoomgrants Software for the 2017-2018 Community Development Block Grants (CDBG) Program Year.

This item was presented by Grants Manager Cortes de Pavon.

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

The following Councilmember's spoke:
    Busch
    Rogers

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:
    Joshua Naggar
    Cindy Espinoza
    Sherry Kreissig
    Arlene Jackson

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:
    Rabb
    Yarbrough
    Burke
    Rogers
    Busch

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business the Mayor adjourned the Regular City Council meeting at 7:52 p.m.
Respectfully Submitted,

Nancy Salazar, City Clerk
CITYCOUNCIL
AGENDA SUBMITTAL

Meeting Date: October 11, 2016

SUBJECT: Extension of Time No. 16-05183 for Tentative Tract Map 31225, located at the northwest corner of “A” Street and Metz Road. Applicant: Jennifer S. Chung, Pacific Communities

REQUESTED ACTION: APPROVE a one (1) year Extension of Time (EOT 16-05183) for Tract Map 31225, until October 15, 2017, to subdivide 15.1 acres into 57 Residential lots for single family residential development.

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

On October 15, 2004, the City of Perris Planning Commission approved Tentative Tract Map 31225 (03-0078) to subdivide 15.1 acres of land into 57 residential lot located at the northwest corner of “A” Street and Metz Road. (APN: 306-491-018, 019, 020, 021; 306-494-007, 008). The average lot size of 7,800 sq. ft.

The final map for Tentative Tract Map 31225 has been not been submitted for processing. The applicant is requesting for a fourth extension of time for a period of one year, extending the expiration of Tentative Tract Map 31225 to October 15, 2017. If a subject map is not recorded or has not applied for an extension prior to the new expiration date, a new Tentative Tract Map application must be filed and approved by the City Council in addition to payment of the appropriate filing fees.

FISCAL IMPACT: Cost for staff preparation of this item is covered by the applicant.

PREPARED BY: Ilene Lundfelt, Associate Planner

City Attorney: N/A
Deputy City Manager: Darren Madkin
Chief Director of Finance: Jennifer Erwin

Attachments: Tentative Tract Map 31225, Planning and Engineering Conditions of Approval

Consent: October 11, 2016
PROJECT: A proposal to subdivide 15.01 acres into 57 residential lots for detached, single-family development in the R-7 Zone with a minimum lot size of 6,000 square feet. One lot is set aside as a detention basin to serve the site. A minor adjustment (Minor Adjustment No. 03-0340) to the frontage setback on the cul de sac is also requested, as permitted by the municipal code. The project is located between "A" Street and McKinball Road, north of Metz Road. The owner and developer is Pacific Communities.

1. Approval Period. In accordance with the Subdivision Map Act, the recordation of the final map shall occur within two (2) years from the approval date unless an extension is granted. The applicant may apply for a maximum of five (5) one-year extensions, to permit additional time to record the final map. A written request for extension shall be submitted to the Department of Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.

2. City Codes. The project shall comply with all disabled access requirements of the American with Disabilities Act and title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including all of the following R7 zoning district regulations, with the exception of the cul de sac frontage for Lots 49, 50, 51 and 52, for which Minor Adjustment No. 03-0340 shall be processed (Condition No.11), reducing the required frontage from 45 feet to 40 to 44 feet for the affected lots:
   - Minimum Lot Size: 6,000 square feet
   - Maximum Lot Coverage: 40 percent
   - Minimum Lot Width: 60 feet
   - Minimum Lot Depth: 100 feet
   - Minimum Lot Frontage: 60 feet

3. City Engineer. The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated August 19, 2003.


5. Perris Police and Sheriff's Department. The proposed project shall adhere to any requirements of the Perris Police and Sheriff's Department.

6. 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. 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.

7. **Riverside County Flood Control and Water Conservation District.** The proposed project shall adhere to all requirements of the Riverside County Flood Control and Water Conservation District as indicated in the letter dated July 24, 2003.

8. **March Air Reserve Base.** The proposed project shall adhere to all requirements of the Department of the Air Force, as indicated in the letter dated August 26, 2003.

9. **Avigation Easement.** The applicant shall grant to the City of Perris and to the March Inland Port Airport Authority an avigation easement in the form and manner approved by the City Attorney and shall cause such easement to be duly recorded in the office of the County Recorder.

10. **Environmental Filing.** The applicant shall submit a check to the City, payable to Riverside County, in the amount of $1,314.00 for the payment of State Fish and Game fees and the County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be shall be operative, vested, or final until the filing fees have been paid. This check shall be mailed to the County of Riverside within 5 days of project approval.

11. **Minor Adjustment No. 03-0340.** The applicant shall submit a Minor Adjustment application for review and approval to allow reduction of the required 45 foot wide cul de sac frontage to the following minimum lot dimensions:
   - Lot 49 – 41 feet
   - Lot 50 – 40 feet
   - Lot 51 – 40 feet
   - Lot 52 – 44 feet

12. **Slope Easement.** The applicant shall provide a minimum 5 foot wide slope easement behind the right of way along “A” Street for Lots 1 through 11. The rear setback for the lot shall be measured from the rear of the house to the block perimeter wall.

13. **Required Approvals.** Prior to recordation of the Final Map, the developer shall obtain the following clearances or approvals:
   a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Administrative Development Plan Review approvals, as mandated by the Perris Municipal Code;
   b. Planning Commission approval of all proposed street names;
   c. Any other required approval from an outside agency.
14. **Plans and CC&Rs.** Prior to recodarion of the Final Map, the developer shall submit and obtain approvals on the following items:

a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.

b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Department of Community Development and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.

c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

15. **Water Resources Control Board.** Prior to issuance of Building Permits, the applicant shall submit a copy of the State Water Resources Control Board permit letter with the WDID number.

16. **Landscaping.** Prior to issuance of building permits, the developer shall submit three (3) copies of construction level Landscape and Irrigation Plans to the Planning Division, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container: size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants. Additional landscape requirements include the front-yard landscaping for all lots, front and rear landscaping for any model homes, and landscaping of the project entrance(s) and right of way, including irrigation and street trees on the project side of "A" Street, McKimball Road, and Metz Road.

17. **Landscaping of Detention Basin.** The grading, fencing, plant material, irrigation, and other aspects of landscape design shall positively integrate the detention basin into the residential neighborhood. Fencing shall consist of high-quality tubular steel or decorative wrought iron that does not obstruct views into or through this facility. Fencing shall maintain a streetscape that is consistent with single-family residential neighborhoods (10-20 foot setbacks) and provide adequate transitions to individual dwellings. Plant material shall incorporate species used in front-yards throughout the project, to further integrate these facilities into the design.
18. **Landscaping of Slope Easement.** This area shall be fully landscaped to blend with the right of way landscaping, provided with automatic irrigation, and be annexed into the Landscape Maintenance District with the right of way landscaping.

19. **Landscape Inspections.** The project applicant shall be aware and inform the on-site project or construction manager and the landscape contractor of their responsibility to call for landscape inspections. A minimum of three (3) landscape inspections are required in the following order, and the landscape inspection card shall be signed by the City's landscape inspector to signify approval at the following stages of landscape installation:

   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; and,
   c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.

20. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division for a fencing plan of all proposed walls and fences, including retaining walls and combination walls. At a minimum, this plan shall include the following items:

   a. A six-foot high decorative block wall with pilasters and trim cap around the perimeter of the project site and along entry drives into the tract;
   b. A six-foot high decorative block wall/tubular steel fence to surround the detention basin along the public right of way, with a 6 foot high decorative block wall with pilasters and trim cap dividing the detention basin from residential lots.
   c. Six-foot high, quality vinyl (PVC) fencing on side and rear property lines throughout the project.
   d. A six-foot high decorative block wall shall replace the existing fencing at the north property line at the rear of the existing homes.

21. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

   a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre.
   b. Prior to the issuance of building permits, the applicant shall pay City Development Impact Fees in effect at the time of development.
   c. Prior to the issuance of building permits, the applicant shall pay the Transportation Mitigation Impact Fee (TUMF) adopted by City of Perris Ordinance No. 1114 of $6,650.00 per single dwelling unit.
d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts.

e. The applicant shall pay any outstanding Planning Division processing fees.

22. **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., on weekdays. Construction may not occur on weekends or State holidays, without prior consent of the Building Official. Non-noise generating activities (e.g., interior painting) are not subject to these restrictions.

   b. Stationary construction equipment that generates noise in excess of 65 dBA at the project boundaries must be shielded and located at least 100 feet from occupied residences. The equipment area with appropriate acoustic shielding shall be designated on building and grading plans. Equipment and shielding shall remain in the designated location throughout construction activities.

   c. Construction routes are limited to City of Perris designated truck routes.

   d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials 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.

23. **Energy Conservation.** To improve local air quality, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:

   - Low NOx 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.

24. **Underground 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 115kv or larger.
25. 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.

26. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract on McKimball Road and "A" Street. 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 Department of Community Development.

27. **Unit Identification.** Each unit in the tract shall include a lighted address fixture. This fixture shall allow for replacement of the bulbs, and shall be reviewed and approved by the Planning Division and the Police Department.

28. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Department of Community Development and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.

29. **Assessment Districts.** Prior to recordation of the Final Map, the developer shall annex into the Landscape Maintenance District and post an adequate maintenance performance bond to be retained by the City. The developer shall also annex the project into the Street Lighting, Flood Control, and Park Maintenance Districts of the City of Perris.

30. **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.

31. **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 regarding the aviation easement granted to the City of Perris and to the March Inland Port Airport Authority.

32. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which
indemnification is sought and shall further cooperate fully in the defense of the action.
CONDITIONS OF APPROVAL

P8-681
August 19, 2003
TM # 31225 (Case # P03-0078)

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 Site Plan 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 Engineers’ office.

1. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District and the City of Perris requirements and standards. The following drainage related conditions are the requirements of this project:

   a. Onsite drainage facilities located outside of road right-of-way if required shall be constructed within dedicated drainage easements.

   b. Drainage facilities outleting sump conditions shall be designed to convey the tributary 100-year storm flows. Additional emergency escape shall also be provided.

   c. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted.
d. Drainage easements shall be obtained from the affected property owners for the release of concentrated or diverted storm flows onto the adjacent property. A copy of the drainage easement shall be submitted to the City for review prior to its recordation.

e. All drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. Minimum 18" storm drain and catch basins to eliminate nuisance runoff at cross gutters shall be installed and connected to proposed basin at the following intersections:

- Intersection of “A” Street with “C” Street & Metz Road.
- Intersection of “E” Street with “B” and “C” Streets.
- Intersection of Mckimball Road with “B” and “C” Streets.

f. 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.

g. 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.

h. Onsite basin shall be provided to maintain the incremental increase between developed and undeveloped stages during 100-year storm event pursuant to Riverside County Flood Control Standards or conveyed to an acceptable outlet. Connection to existing 42" RCP shall be supported by hydraulic calculations to determine the capacity of existing facilities downstream of this project.

The “first flush” basin shall be designed and built to comply with Water Quality Standards and landscaped as determined by Planning Department.

i. The “first flush” basin shall be connected to proposed storm drain on “A” Street.

j. Construction of proposed storm drain facilities along Mckimball Road and Metz shall be in a manner acceptable to City and Flood Control Districts.
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 11, 2016

SUBJECT: Perris Housing Authority Budget Amendment and Contract Services Agreement with Pacific Code Compliance for Professional Inspection Services

REQUESTED ACTION: That the City Council approve a budget amendment request for the Perris Housing Authority Fund and approve a Contract Services Agreement with Pacific Code Compliance to provide housing inspection services.

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND:

The Perris Housing Authority had previously included a budget in fiscal year 2016-2017 for a housing inspector in the amount of $82,000. However, the housing inspector was reassigned to the Public Works Department, and consequently, the budget for this position was reallocated under the Public Works budget. Staff is requesting a budget amendment from the General Fund to the Perris Housing Authority budget in the amount of $85,000 to replace the eliminated budget for a housing inspector. Approval of the requested budget amendment would allow staff to contract an independent consultant to fulfill professional housing inspection services needed for the Perris Housing Authority, subject to City Council approval.

On September 13, the City Council considered staff’s recommendation to contract an independent contractor, Richard R. Rivera, to provide professional inspection services for the Perris Housing Authority. However, Mr. Rivera was unable to meet the liability insurance terms of the contract, and therefore the contract services agreement with Mr. Rivera has become invalid. Moving forward, the Perris Housing Authority is seeking to retain the services of Pacific Code Compliance ("Contractor") to provide housing inspection services for the Perris Housing Authority in support of the following programs:

- **Residential Beautification Grant Program**
  The Residential Beautification Grant Program is funded through CDBG, to provide income qualified households with a grant of up to $10,000 to make exterior improvements to the façade of their homes, such as new paint and front windows. The Contractor’s inspection duties will include preparation of scopes of work based on eligible improvements under the grant, and a property inspection of the home. The Contractor will manage construction activities until project completion.

- **HOME Investment Partnership Grant Program (HOME)**
  The First-Time Homebuyer Program (FTHB) and Owner Occupied Rehabilitation Loan Programs (OORP) are funded through HOME. Pursuant to FTHB guidelines, the Contractor will be required to conduct a property inspection of the homes being purchased through the program, and to ensure that the home is safe and in a habitable condition for potential buyers. Pursuant to OORP guidelines, the Contractor is required to produce a scope of work, based on a property inspection of the home to correct code violations, and provide general oversight during construction to ensure the necessary home improvements are completed.
• Affordable Housing Development Annual Tenancy Monitoring
The Perris Housing Authority is required to monitor compliance with terms pursuant to the Developer and Disposition Agreements for three affordable housing developments located in Perris, which include Mercado, Verano, and Perris Station Apartments. Each year, Housing Staff reviews certification of tenant income and assets, affordable rents, property standards, and marketing program at each apartment site. The Contractor is required to meet with onsite maintenance staff to conduct inspections of the buildings’ exterior and interior conditions, and a random selection of the housing units, to ensure overall that the developments are being maintained in compliance with health and safety standards.

• Neighborhood Stabilization Program (NSP)
The Perris Housing Authority has program funding available through NSP to construct one single family unit. Housing Staff solicited request for qualifications from developers to construct one single family unit within NSP targeted areas. The project is currently in progress with a developer proposal currently in review. Staff anticipates executing the project by the end of the year. The Contractor is required to provide general oversight during construction activities, from the kickoff meeting to project completion.

• Housing Programs
The Perris Housing Authority is required to monitor compliance with terms pursuant to loan agreements executed by the City and program applicants of the Homebuyer Assistance Program and Substantial Rehabilitation Loan Program. The Contractor is required to conduct property inspections to ensure that program applicants are occupying their home as principal place of residence and the property is being maintained in compliance with health and safety standards.

The total estimated cost for the proposed scope of services is $85,000 for a one year term, based on a 20 hour per week work schedule, at a rate of $85 per hour, plus mileage for the personal use of Contractor’s vehicle. Staff recommends that the City Council consider amending the Perris Housing Authority budget by allocating $85,000 from the general fund reserves to the contract services line item budget and approve the attached professional contract services agreement in an amount not to exceed $85,000 with Pacific Code Compliance.

FISCAL IMPACT: Costs for professional contracting services requires City Council approval of a budget amendment in Fiscal Year 2016-2017, allocating a total amount of $85,000 from the General Fund to the Perris Housing Authority budget.

Prepared by: Sabrina Chavez, Assistant Director of Housing Authority

City Attorney: N/A
Assistant City Manager: Troy Crawford
Attachments: Contract Services Agreement

Consent: X
Public Hearing: Business Item: Workshop:
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

HOUSING AUTHORITY PROFESSIONAL INSPECTION SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this ______ day of ______________, 2016, by and between the City of Perris, a municipal corporation ("City"), and Pacific Code Compliance ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to
the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time
to perform this Agreement, which said adjustments are subject to the written approval of the
Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or
$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases,
taken either separately or cumulatively must be approved by the City Council. It is expressly
understood by Consultant that the provisions of this Section shall not apply to services
specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant
hereby acknowledges that it accepts the risk that the services to be provided pursuant to the
Scope of Services may be more costly or time consuming than Consultant anticipates and that
Consultant shall not be entitled to additional compensation therefor.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant
shall be compensated in accordance with the "Schedule of Compensation" attached hereto as
Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract
amount of Eighty Five Thousand dollars ($85,000) ("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 30, 2017.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Dave J. Martinez, Principal is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.
It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

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

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

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

5.0 **INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

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

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.
In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

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

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.
7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the Cit 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: _______________  
Richard Belmonte, City Manager  

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP  
By: _______________  
Eric L. Dunn, City Attorney  
"CONSULTANT"  
Pacific Code Compliance  
P.O. Box 8713  
Redlands, CA 92375  
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

[Pacific Code Compliance Proposal is attached]
EXHIBIT "B"

SPECIAL REQUIREMENTS

Not applicable
EXHIBIT "C"

SCHEDULE OF COMPENSATION

The City agrees to compensate Consultant for the services outlined in Exhibit "A," which is $85,000 plus mileage associated with outlined projects at the approved City rate. The service rate shall include all expenses incurred by Consultant in the performance of the required services. Consultant shall be paid within thirty (30) days after Agency’s receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager.
EXHIBIT "D"

SCHEDULE OF PERFORMANCE

The Consultant should not exceed 20 hours per week, or 960 total hours for a one year term. The City agrees to compensate the Consultant for services outlined in Exhibit "A," which is actual time spent on projects, plus mileage associated with outlined projects for the Perris Housing Authority. Consultant shall be paid within thirty (30) days after the City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager.
September 28, 2016

Mr. Darren Madkin
Deputy City Manager
City of Perris
101 North "D" Street
Perris, CA. 92570

RE: Proposal to provide Housing Inspection Services for the CDBG Program funds

Pacific Code Compliance

Community Development Block Grant (CDBG)

Pacific Code Compliance (PCC) currently offers professional assistance in the development and program implementation of the CDBG program for the City of Perris. The program services include the assistance with planning and coordinating the City’s CDBG programs, and implementing of the CDBG projects as well as training and mentoring of City staff. Services will also include coordinating and monitoring operating procedures and ongoing implementation of the adopted Consolidated Plan, and the 2015-2016 Annual Action Plans. Additional duties can include acting as the City’s liaison on CDBG issues, with the County of Riverside State of California and the Federal Government.

PCC would also like to propose to provide Housing Inspection services for the CDBG program funded services on an hourly basis.

Program Design/ Implementation and City Council Approval – PCC staff will meet with City staff to implement the City’s current CDBG funded Housing program which meets the specific needs of the community as well as maintaining City Council goals. PCC staff will work with the Housing staff for the implementation of their Housing assistance programs. This will include making the required inspections, monitoring the progress of the specific projects, maintaining the proper paperwork, completing the proper time sheets, meeting with the contractors and staff on each project, and completing any of the required paper work for each project.

Staff Training/ Program Presentation – PCC staff will receive any detailed training and mentoring with designated staff to ensure a smooth implementation and transition for each new program. Telephone support will also be available during regular business hours to provide staff with quick answers to technical questions and issues.
Proposed Staffing — PCC will utilize Mr. Richard Rivera as the Housing Inspector for the City’s Program. Richard has a great background in City Government and has a great understanding of the City’s needs and concerns. Richard has an extensive background in the implementation of similar programs and its working functions and requirements. City staff has already meet with Richard and has an understanding of his background and experience.

Estimated Hours — PCC estimates that the weekly working hours to be between 20 and 25 hours per week to perform the required functions.

Proposed Start Date — PCC will assign Mr. Rivera as the Housing Inspector, following execution of the contract services agreement and as soon as we are directed to by City staff. The proposed weekly working hours can be adjusted to insure the program is operating to its fullest potential and additionally the proposed weekly hours can also be adjusted as determined at a later date by the City.

Hourly Rate — PCC is proposing to offer the City a discounted hourly rate for these services. PCC shall receive an hourly rate of $85.00 for these services, to be billed at the end of each month directly to the City of Perris. Mileage charges shall be billed at a rate of 50 cents per mile and that these mileage charges should also be reimbursed on a monthly basis. All mileage charges would be limited to any miles traveled on behalf of the development and implementation of this program. PCC staff will be assigned a designated desk space with a computer provided at the City offices for Richard’s use while he is working at the City.

We look forward to working with the City of Perris on the Housing program. If you have any questions please feel free to contact me at any time at 909-583-1579.

Sincerely

[Signature]

David J. Martinez
Principal
CITY COUNCIL/AGENDA SUBMITTAL

Meeting Date: October 11, 2016

SUBJECT: Resolution to Approve Temporary Traffic Control Enforcement by a Third Party Contractor, Other Than a Peace Officer, on Indian Avenue in Perris During a Permitted Time Period, in Accordance With California Vehicle Code Section 21100(e).

REQUESTED ACTION: Adopt Resolution Number (next in order) to Approve Temporary Traffic Control Enforcement by a Third Party Contractor, Other Than a Peace Officer, on Indian Avenue in Perris During a Permitted Time Period, in Accordance With California Vehicle Code Section 21100(e).

CONTACT: Saida Amozgar, Human Resources and Risk Supervisor

BACKGROUND/DISCUSSION:

On August 23, 2016, the City and Riverside County Sheriff Department attended a meeting initiated by Ross Stores, Inc. ("Ross") to discuss the company’s concern for public safety and lack of traffic control during the distribution center’s shift change between 1:30 pm – 2:00 pm, when there are (900) employees leaving and (900) coming in, Monday through Friday. During the meeting, Ross explained they had previously provided traffic control on Indian Avenue by a contracted service provider, previous to learning that traffic control by person(s) other than a peace officer is unlawful and therefore were required to cease the contracted traffic control service. The meeting was productive and all parties agreed on the need for public safety, with review and discussion of permitting temporary traffic control under the permission allowed by California Vehicle Code Section 21100(e). This Vehicle Code Section provides that a local authority may adopt rules and regulations by ordinance or resolution to allow the City to appoint private temporary or permanent traffic control, as long as the chief law enforcement officer approves a training program, at locations as may require traffic direction for orderly traffic flow.

On September 15, 2016, the City received a letter from Ross formally requesting the City to grant Ross a long term permit allowing a third party traffic control group to continue providing traffic control services on Indian Avenue where such services would be provided at Ross’ cost. The City and Riverside County Sheriff Department have discussed and considered allowing Ross to contract with a traffic control service provider to provide traffic control service during specified periods, pursuant to California Vehicle Code Section 21100(e), under the conditions that the required traffic control training for the service provider is approved by the chief law enforcement officer, the traffic control contract indemnifies and holds harmless the City of Perris and Riverside County Sheriff Department, and that Ross covers all costs for the temporary traffic control service.
Staff respectfully recommends that the City Council adopt the proposed Resolution to approve temporary traffic control enforcement by a third party contractor, other than a peace officer, on Indian Avenue in Perris during a permitted time period, in accordance with California Vehicle Code Section 21100(e).

BUDGET (or FISCAL) IMPACT:

No cost to the fiscal budget.

Reviewed by: Jennifer Erwin, Assistant Director of Finance

City Attorney
Assistant City Manager

Attachments: Resolution (next in order)

Consent: October 11, 2016
Public Hearing:
Business Item:
Other:
RESOLUTION NUMBER (NEXT IN ORDER)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING TEMPORARY TRAFFIC CONTROL ENFORCEMENT BY A THIRD PARTY, OTHER THAN A PEACE OFFICER, ON INDIAN AVENUE IN PERRIS DURING A PERMITTED TIME PERIOD, IN ACCORDANCE WITH CALIFORNIA VEHICLE CODE SECTION 21100(e).

WHEREAS, California Vehicle Code Section 21100(e) empowers local authorities to adopt a resolution approving regulation of traffic by means of a person given temporary appointment at locations as may require traffic direction for orderly traffic flow; and

WHEREAS, a person shall not be appointed unless and until the local authority has submitted to the chief law enforcement officer exercising jurisdiction in the enforcement or traffic laws within the area in which the person is to perform the duty, for review, a proposed program of instruction for the training of a person for that duty, and unless and until the chief law enforcement officer approves the proposed program; and

WHEREAS, Ross Stores, Inc. ("Ross") operates a Distribution Center on Indian Avenue, and during afternoon shift changes approximately 900 employees exit the site and 900 employees enter the site during a 30-minute period. Ross has requested the City to authorize Ross to conduct private traffic control during this limited period; and

WHEREAS, the purpose of the temporary traffic control regulation by a contracted service is to control traffic for Ross Stores, Inc. Distribution Center's shift change time period and provide public safety for approximately 900 employees leaving and 900 coming in.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Perris:

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

2. The City Council does hereby approve temporary traffic control enforcement by a third party, other than a peace officer, on Indian Avenue in Perris during a permitted time period, in accordance with California Vehicle Code Section 21100(e).
3. Ross Stores, Inc., is hereby appointed temporarily to regulate traffic during the time period of 1:00 p.m. through 2:30 p.m. Monday through Friday on Indian Avenue, provided that Ross Stores, Inc. agrees to indemnify, defend, and hold harmless the City of Perris, the County of Riverside and their officers, agents and employees in a form approved by the City.

4. Ross Stores, Inc. may contract with a third party to provide traffic regulation, provided (i) such third party has a training program approved by the chief law enforcement officer as required by California Vehicle Code Section 21100(e); and (ii) the third party agrees to indemnify, defend, and hold harmless the City of Perris, the County of Riverside and their officers, agents and employees.

5. The temporary traffic control enforcement described herein may continue indefinitely unless (i) Ross Stores Inc. withdraws the request for traffic control and or discontinues the contracted service; (ii) traffic control enforcement is reverted to service by an assigned local peace officer; or (iii) the City Council terminates the temporary appointment.

ADOPTED, SIGNED AND APPROVED THIS 11th Day of October 2016

Daryl R. Busch, Mayor of the City of Perris

Attest:

______________________________
City Clerk

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

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 11th day of October 2016, by the following vote.

______________________________
Nancy Salazar, City Clerk
SUBJECT: 4-Way Stop @ Intersection of Rider Street & Avalon Parkway

REQUESTED ACTION: Adopt Traffic Report Dated September 8, 2016 Prepared by RK Engineering and Authorize Installation of 4-Way Stops

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

In February of 2014, RK prepared a report to determine the warrant for all way stops at this intersection, the report indicated lack of warrant.

RK in their updated report now recommends installation of 4-way stops and future signal at this intersection.

The report also require continuous maintenance of the landscaping at this intersection.

BUDGET (or FISCAL) IMPACT:

The budget to install the stop signs and other improvements is $3,500 utilizing Gas Tax.

Reviewed by:

City Attorney
Assistant City Manager
Director of Finance

Attachments: Traffic Report

Consent: Yes
Public Hearing: Business Item
Other:
LETTER OF TRANSMITTAL

TO: CITY OF PERRIS
24 South D Street, Suite 100
Perris, CA 92570

DATE: September 8, 2016

JOB NO.: 0352-2016-14

SUBJECT: Avalon Parkway at Rider Street
All-Way Stop and Traffic Signal
Warrant Study, City of Perris

ATTN: Mr. Habib Motlagh

WE ARE FORWARDING:
By Messenger
By Blueprinter
X By eMail
By FedEx

NUMBER OF COPIES
1

DESCRIPTION
Stamped Report

SENT FOR YOUR USE
Approval
Review
X Use
File

STATUS
Preliminary
Revised
Approved
Released

PLEASE NOTE
Revisions
Additions
Omissions
Corrections

REMARKS:

Included is one (1) stamped report copy of the Avalon Parkway at Rider Street All-Way Stop and Traffic Signal Warrant Study, City of Perris.

Please call me at (949) 474-0809 if you have any questions.

BY: Robert Kahn, P.E.
Principal

COPIES TO:
September 8, 2016

Mr. Habib Motlagh  
CITY OF PERRIS  
24 South D Street, Suite 100  
Perris, CA  92570  

Subject: Avalon Parkway at Rider Street All-Way Stop and Traffic Signal Warrant Study, City of Perris  

Dear Mr. Motlagh:  

Introduction  

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this review of the Avalon Parkway at Rider Street intersection in the City of Perris. The analysis location is shown in Exhibit A. Photographs of the intersection are included in Appendix A. 

The purpose of this analysis is to develop recommendations to further improve current and future operations at the intersection. The analysis will determine if the existing intersection meets the warrants for an all-way stop or traffic signal based upon existing conditions. The recommended improvements are included in the Conclusions section of this report.  

Existing Conditions  

The location of the intersection is shown in Exhibit A. The intersection of Avalon Parkway at Rider Street is currently a cross-street stop-controlled in the north-south direction on the minor street approach of Avalon Parkway. The posted speed limit on Rider Street is 40 miles per hour. There is an elementary school located at the northeast corner of the intersection. 

Rider Street is a three to four-lane divided arterial roadway and Avalon Parkway is a two-lane undivided collector street. There is a two-way striped left turn median at the intersection on Rider Street. There currently exists one (1) striped crosswalk across Rider Street, along the eastbound link of the study intersection. Exhibit B illustrates the existing traffic control and travel lanes at the intersection.  

Existing traffic volumes and pedestrian volumes for the study intersection were provided by the City of Perris, and are shown in Exhibit C. The vehicle and pedestrian traffic count
worksheets are included in Appendix B. Traffic counts were taken when school was in session. A summary of the hourly traffic counts is included in Table 1.

RK has received collision data from the City of Perris in August 2016. According to the collision data, there has been one (1) collision within a one-year period at the intersection of Avalon Parkway at Rider Street. A copy of the collision data is included in Appendix C.

All-Way Stop Warrant

The intersection of Avalon Parkway at Rider Street has been evaluated for all-way stop warrants using the rural conditions criteria of the California Manual of Uniform Traffic Control Devices (CA MUTCD) standards. A copy of the CA MUTCD all-way stop warrant conditions is included in Appendix D. An all-way stop warrants worksheet is provided in Appendix E.

The following criteria are applicable for this analysis:

- Traffic signal warranted
- Collisions
- Minimum volumes
- 80% of collision criteria and minimum volume
- The need to control left-turn conflicts
- The need to control vehicle/pedestrian conflicts
- Sight distance constraints
- An intersection of two (2) residential neighborhood collector streets

The specific CA MUTCD All-Way Stop Warrants have been tabulated and listed below:

<table>
<thead>
<tr>
<th>Warrant</th>
<th>Description</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Traffic Signal Warranted</td>
<td>Satisfied</td>
</tr>
<tr>
<td>B</td>
<td>Collisions</td>
<td>Does Not Satisfy</td>
</tr>
<tr>
<td>C</td>
<td>Minimum Volumes</td>
<td>Does Not Satisfy</td>
</tr>
<tr>
<td>D</td>
<td>Combination Minimum Values</td>
<td>Does Not Satisfy</td>
</tr>
<tr>
<td>Optional Warrants</td>
<td>Other Criteria</td>
<td>Warrant F Satisfied</td>
</tr>
</tbody>
</table>
**Warrant A**

Warrant A states that an all-way stop could be implemented as an interim measure when traffic signals are warranted. Because a traffic signal is warranted, based upon the Peak Hour Traffic Signal Warrant (see Traffic Signal Warrant Review section), the intersection satisfies Warrant A.

**Warrant B**

To satisfy this warrant, there must be five (5) or more collisions that are correctable by an all-way stop. RK has received collision data from the City of Perris in August 2016. There has been one (1) collision during a one-year period at the intersection of Avalon Parkway and Rider Street. Therefore, Warrant B has not been met. Collision data worksheets are included in Appendix C.

**Warrant C**

The intersection meets the minimum traffic volume requirements for only one of the three sub-criteria for this warrant. Only the minimum vehicular volume entering the intersection from the major street has been met. Therefore, the intersection is unable to satisfy Warrant C.

**Warrant D**

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80% of the minimum values, then Warrant D would be satisfied. Although the combined average vehicle volume does exceed 240 vehicles, the other two criteria did not meet the 80% threshold, and therefore, the intersection is unable to satisfy Warrant D.

**Optional Warrants E, F, G, H**

This category offers other criteria that an engineer may consider in justifying an all-way stop condition. One (1) of the four (4) criteria was satisfied per RK Engineering Group’s judgment. Warrant F, or the need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volume, has been met. The remaining three (3) Warrants E, G and H have not been satisfied.

Sight distance at the intersection of Avalon Parkway at Rider Street was analyzed as part of this review. The County of Riverside’s standard for intersection corner sight distance for public streets with a 40 mph design speed is 440 feet, as shown in Appendix F. As previously stated, the posted speed limit on Rider Street is 40 miles per hour.
As part of the analysis, a sight line is developed and a “limited use area” is created which designates an area between the edge of pavement and the driver’s line of sight. This area prohibits obstructions in order to maintain adequate sight distance at the intersection. The Riverside County standard states that the “limited use area (shall be) kept clear of all obstructions over 2 feet high, including vegetation. No trees, walls, or any obstructions shall be allowed in the limited use area.”

Sight distance is not restricted below the 440-foot requirement. Therefore, an all-way stop is not recommended based upon sight distance restrictions. However, within the limited use area, at the northwest and southwest corners of Rider Street and Avalon Parkway, there are some trees and planting which should be trimmed regularly to maintain adequate sight distance.

**Traffic Signal Warrant Analysis**

The intersection of Avalon Parkway and Rider Street has been evaluated for full traffic signal warrants using the Caltrans traffic signal warrants criteria.

The traffic signal warrants worksheets for both full and peak hour conditions are included in Appendix G. Based upon the Caltrans criteria, a traffic signal is warranted at the intersection of Rider Street at Avalon Parkway for the AM peak hour. Therefore, as an interim measure, it is recommended that the intersection installs an all-way stop. It is also recommended that the intersection continues to be evaluated for warrants on an annual basis.

**Conclusions**

The intersection of Rider Street at Avalon Parkway meets the warrants for an all-way stop, based upon the CA MUTCD standards. In addition, RK performed a traffic signal warrant analysis for the intersection and determined that the intersection also currently warrants a traffic signal for the AM peak hour.

The following items are recommended for this intersection.

1. Continue to trim and maintain existing foliage to improve site distance at the northwest and southwest corners of the intersection of Avalon Parkway and Rider Street.

2. Install an all-way stop at the study intersection as an interim measure for installing a traffic signal.

3. Monitor future need for all-way stop or traffic signal on an annual basis.
4. Monitor sight distance for obstructions due to landscaping.

5. Repaint the existing crosswalk along the northbound link of Avalon Parkway, and install a new crosswalk along the southbound link of Avalon Parkway. Both crosswalks should be painted yellow to increase visibility.

6. Recommendations from this study are included in Exhibit D.

It is recommended that the intersection be monitored annually for an increase in traffic volumes and sufficient sight distance. With additional area growth and other development in the area, additional traffic signal warrants could be met in the future.

It is also recommended that the foliage at the northwest and southwest corners of Rider Street at Avalon Parkway be trimmed back and maintained in order to improve and preserve sight distance at the intersection.

Recommendations are shown on Exhibit D.

RK Engineering Group, Inc. is pleased to provide this all-way stop review for the intersection of Avalon Parkway at Rider Street in the City of Perris. If you have any questions regarding this analysis or need further review, please do not hesitate to call us at (949) 474-0809.

Sincerely,
RK ENGINEERING GROUP, INC.

Robert Kahn, P.E.
Principal

Jethro Jay Narciso, E.I.T.
Engineer I

Attachments
Exhibits
Recommendations

Legend:
- = Install New Stop Signs to Complete All-Way Stop
- = Repaint/Install Crosswalk

- Trim and maintain existing foliage to improve sight distance.
- Repaint the northern crosswalk, and install the southern crosswalk, both yellow.
- Install all-way stop at the study intersection.
- Monitor future need for all-way stop or traffic signal.
- Monitor sight distance for obstructions.

0352-2016-14 (ExD)
AVALON PARKWAY AT RIDER STREET ALL-WAY STOP AND TRAFFIC SIGNAL WARRANT STUDY, City of Perris, CA
Meeting Date: October 11, 2016

SUBJECT: Request for a Fiscal Year 2016-2017 budget amendment to allocate funding for the Boys and Girls Club 5k Fun Run/Walk; allocate funding for the Perris Snow Day event; and allocate funding for the replacement of playground equipment at Foss Field Park

REQUESTED ACTION: That the City Council approve a Fiscal Year 2016-17 budget amendment to allocate funding in the amount of $5,000 to support the Boys and Girls Club 5k Fun Run/Walk event; $135,000 to replace playground equipment at Foss Park; and $10,000 for the Perris Snow Day event.

CONTACT: Darren Madkin, Deputy City Manager

BACKGROUND/DISCUSION:
In October 2015, the City of Perris co-sponsored the Boys and Girls Club of Perris’ 5k Fun Run. The City’s sponsorship included in-kind services from providing public safety personnel to help with traffic control and the exclusive use of Frank Eaton Park for pre and post run activities. In addition, the City provided $5,000 to offset the Boys and Girls Club costs for the event which was included in the City’s 2015-2016 Live Well Perris program budget. This Live Well Perris program was not included in the Fiscal Year 2016-2017 Live Well budget.

In January 2016 the Community Services Department re-launched the Snow Day event, which included 21 tons of snow, to an overflow crowd. As a result of the community turnout, Snow Day has been scheduled on January 21, 2017 at Foss Field Park. The City Council directed staff to expand this event by doubling the amount of snow ordered previously for Snow Day. The order of 42 tons of snow plus event related expenses (e.g. snow sleds, snow shovels, props, and etc.) would require a budget amendment to the Community Services budget.

At the City Council meeting on September 13, 2016, staff was directed to include a budget line item for replacement of the playground equipment at Foss Field Park.

With the exception of the Boys and Girls Club of Perris Fun Run, which was a previously approved and budgeted Live Well activity, the Parks and Recreation Committee considered these budget requests at their meeting on September 21, 2016. The Parks Committee recommended that the City Council amend the 2016-2017 General Fund budget to allocate $10,000 for Snow Day; and $135,000 for Foss Field Park equipment replacement. Staff further recommends that the City Council allocate $5,000 to support the Boys and Girls Club 5k Fun Run/Walk event on November 5th, as a Live Well Perris budgeted activity.

BUDGET IMPACT: None of the events listed are currently included in the Fiscal Year 2016-2017 budget. Allocations for the Snow Day and Fun Run would be made from General Fund reserves to the Recreation Services Community Sponsored events budget. The City’s reserves would be reduced by $15,000, and the Community Sponsored events budget would be increased by the same amount for these activities. City revenues from fines and forfeitures have increased during the last quarter, and are proposed as the source for the budget allocation to replace the equipment at Foss Park. There is sufficient revenue in the Fines budget for the $135,000 allocation to replace the park equipment.

Reviewed by: [Signature]
Assistant City Manager
Consent: X

[Signature]
Director of Finance
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 11, 2016

SUBJECT: Ordinance Amendment: Chapter 10.12 Authority of Police

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF PERRIS, CALIFORNIA,
AMENDING SECTION 10.12.020 AND 10.12.110
OF CHAPTER 10.12 OF TITLE 10 OF THE CITY
OF PERRIS MUNICIPAL CODE REGARDING
VEHICLES AND TRAFFIC

REQUESTED ACTION: Introduce for first reading of Ordinance No. ____ to amend
Chapter 10.12 of the Municipal Code of the City of Perris
established by Ordinance No. 583 in 1983

CONTACT: Jennifer Erwin, Assistant Director of Finance

BACKGROUND/DISCUSSION:
At the March 16, 2016 Ways and Means Subcommittee meeting, a recommendation to
review the City’s Municipal Code for outdated chapters was made to staff. The City
Council approved this recommendation on March 29, 2016 at its regularly scheduled
meeting.

In 1983, Ordinance No. 583 was adopted and added Sections 10.12.020 through
10.12.160 to Chapter 10.12 of the City of Perris Municipal Code. This ordinance was
reviewed with the Ways and Means Subcommittee on August 18, 2016 and certain
sections were determined to be outdated.

Staff recommends the City Council approve the amendment of this ordinance. A second
reading will occur at the next regularly schedule City Council meeting.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:

City Attorney
Assistant Director of Finance

Attachments:
1. City of Perris Ordinance Amending Chapter 10.12 of the Municipal Code
   of Chapter 10.12 of the Municipal Code

Public Hearing
ORDINANCE NO. _____


WHEREAS, the City Council has determined to repeal or amend old ordinances and sections of the Municipal Code that are no longer applicable.

WHEREAS, the City Council now desires to amend Sections 10.12.020 and 10.12.110 of Chapter 10.12 of Title 10 of the City of Perris Municipal Code; and

WHEREAS, on August 8, 1983, the City Council adopted Ordinance No. 583, which added Sections 10.12020 through 10.12.160 to Chapter 10.12 of the City of Perris Municipal Code; and

WHEREAS, Section 10.12.020 of Chapter 10.12 states that the Chief of Police of the City of Perris is designated as the Traffic Engineer and that the City Council may designate other person or persons as Traffic Engineer by resolution; and

WHEREAS, on October 29, 1990, the City Council adopted Resolution No. 1889 designating the City Engineer as the City’s Traffic Engineer; and

WHEREAS, the City Council now desires to amend Ordinance No. 583 and Chapter 10.12, Section 10.12.020 of the City of Perris Municipal Code to incorporate the designation of the City Engineer as the City’s Traffic Engineer; and

WHEREAS, Ordinance No. 583 and the City of Perris Municipal Code Chapter 10.12, Section 10.12.020(A), is hereby amended to state “The City Engineer of the City is designated as the Traffic Engineer and he/she shall exercise the powers and duties provided in this title and any other applicable ordinance or resolution of the City. The City Council may designate other person or persons as Traffic Engineer by resolution”; and

WHEREAS, Section 10.12.110(A) of Chapter 10.12 states that “No person, unless authorized by the Traffic Engineer, shall paint any street or curb surface, including painting of house numbers”; and

WHEREAS, the City Council now desires to amend Ordinance No. 583 and Chapter 10.12, Section 10.12.110(A) by adding the requirement of a business license for all for-profit and not-for-profit service providers regarding the painting of house numbers on curbs; and

WHEREAS, Ordinance No. 583 and the City of Perris Municipal Code Chapter 10.12, Section 10.12.110(A), is hereby amended to state “No person or business, unless authorized
by the Traffic Engineer, shall paint any street or curb surface, including painting of house numbers. A business license is also required for all for-profit and not-for-profit businesses and service providers of street or curb surface painting, including painting of house numbers."

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. No Repeal of other Provisions. Unless expressly modified or added herein, all provisions of Title 10 remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its adoption.

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. 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 __________, 2016.

__________________________
Daryl R. Busch, Mayor

ATTEST:

__________________________
Nancy Salazar, City Clerk
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, City Clerk of the City of Perris 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 __________, 2016, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

__________________________
Nancy Salazar, City Clerk
ANC ORDINANCE OF THE PERRIS CITY COUNCIL RELATING TO THE REGULATION OF VEHICLES AND TRAFFIC

THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS

FOLLOWS:

SECTION 1. Chapter 10.12 of the Perris Municipal Code is hereby amended by adding the following:

"10.12.020 TRAFFIC ENGINEER.
A. The Chief of Police of the City of Perris is designated as the Traffic Engineer and he shall exercise the powers and duties as provided in this title and any other applicable ordinance or resolution of the City. The City Council may designate other persons as Traffic Engineer by resolution.
B. It shall be the general duty of the Traffic Engineer to determine the installation and proper timing and maintenance of Traffic-Control devices and signals, to conduct engineering analyses of traffic accidents and to devise remedial measures, to conduct engineering investigation of traffic conditions, and to cooperate with other city officials in the improvement of traffic conditions.

10.12.030 AUTHORITY TO INSTALL TRAFFIC CONTROL DEVICES.
A. The City Traffic Engineer shall have the power and duty to place and maintain or cause to be placed and maintained official traffic control devices when and as required to make effective the provisions of this title.
B. Whenever the Vehicle Code requires, for the effectiveness of any provision thereof that traffic control devices be installed, to give notice to the public of the application of such law, the City Traffic Engineer is hereby authorized to install or cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.
C. The City Traffic Engineer may also place and maintain such additional traffic control devices as he may deem necessary or proper to regulate traffic or to guide or warn traffic, but he shall
make such determination only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations, and rules as may be set forth in this title or as may be determined by ordinance or resolution of the City Council.

10.12.040 AUTHORITY TO PLACE AN OBEDIENCE TO TURNING MARKERS.

A. The City Traffic Engineer is authorized to place markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance.

B. When authorized markers, buttons, or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

10.12.050 AUTHORITY TO PLACE RESTRICTED TURN SIGNS.

The City Traffic Engineer is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right, left or U turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

10.12.060 LINE MARKING.

The City Traffic Engineer is hereby authorized to mark centerlines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the centerline of the highway.

10.12.070 DISTINCTIVE ROADWAY MARKINGS.

The City Traffic Engineer is authorized to place and maintain distinctive roadway markings as described in the Vehicle Code on those streets or parts of streets where the volume of traffic or the vertical or other curvature of the roadway renders it hazardous to drive on the left of such marking or signs and markings. Such marking or signs and marking shall have the same effect as similar markings placed by the State Department of Public Works pursuant to provisions of the Vehicle Code.
10.12.080 AUTHORITY TO REMOVE, RELOCATE OR DISCONTINUE TRAFFIC CONTROL DEVICES.

The City Traffic Engineer is authorized to remove, relocate or discontinue the operation of any traffic control device not specifically required by the Vehicle Code or this title whenever he determines in any particular case that the conditions which warranted or required the installation no longer exist.

10.12.090 HOURS OF OPERATION FOR TRAFFIC CONTROL DEVICES.

The City Traffic Engineer shall determine the hours and days during which any traffic control device shall be in operation or be in effect, except in those cases where such hours or days are specified in this title.

10.12.100 DETOURS AND CONSTRUCTION.

A. No street shall be closed or partially obstructed, or detours established, without approval of the City Traffic Engineer.

B. Barriers and signs shall be erected as directed by the City Traffic Engineer.

C. In case of emergency, a public utility or department of the City shall be exempt from the provisions of this section.

10.12.110 PAINTING OF CURBS.

A. No person, unless authorized by the Traffic Engineer, shall paint any street or curb surface, including painting of house numbers.

B. Street address numbers shall be three inches in height, two inches in width, and the paint shall be an oil base, black in color on a white rectangular background.

10.12.120 SIGNS REQUIRED AT THROUGH STREETS.

The City Traffic Engineer is authorized to determine and designate a through street, or intersections where a particular hazard exists, and to determine:

(1) Whether vehicles shall stop at one or more entrances to any such intersection, in which event he shall erect a stop sign at every place where a stop is required; or

(2) Whether vehicles shall yield the right-of-way to vehicles on a different street at such intersection, in which event he shall erect a yield sign at any place where obedience thereto is required.
10.12.130 CITY TRAFFIC ENGINEER TO DESIGNATE CROSSWALKS.
   A. The City Traffic Engineer is hereby authorized to establish, designate, and maintain, by appropriate devices, marks, or lines upon the surface of the roadway, crosswalks at intersections where in his opinion there is particular danger to pedestrians crossing the roadway, and at such other places as he may deem necessary.
   B. The City Traffic Engineer may place signs at or adjacent to an intersection in respect to any crosswalk directing that pedestrians shall not cross in the crosswalk so indicated.

10.12.140 RESTRICTIONS ON STOPPING, STANDING OR PARKING.
   The Traffic Engineer is authorized to install and maintain parking space markings to indicate parking spaces on the highway where authorized parking is permitted, including establishment of bus stops, bus stands, taxi stands, and in such number as he shall determine to be of greatest benefit to the convenience of the public.

10.12.150 AMENDMENTS OF AUTHORITY BY RESOLUTION.
   The City Council may amend this section by resolution.

10.12.160 SPEED LIMITS AND STOP SIGNS SCHEDULES.
   Schedules of speed limits and schedules of stop signs in Title 10 may be established and amended by resolution.

   SECTION 2. Section 12.14.010 relating to street numbering is deleted. Section 10.12.020 relating to crosswalks is deleted.

   SECTION 3. This Ordinance shall take effect thirty (30) days after its adoption.

ADOPTED, SIGNED and APPROVED this 8th day of August 1983.

[Signature]
MAYOR OF THE CITY OF PERRIS

Attest:

[Signature]
City Clerk
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Beth An Hynes, City Clerk of the City of Perris do hereby certify that the foregoing Ordinance was introduced at a regular meeting held on July 25th, 1983 and adopted by the City Council of the City of Perris at a regular meeting held on the 8th day of August, 1983 by the following called votes:

Ayes: Johnson, Cox, Adams, Beckley and Rusher  
Noes: None  
Absent: None  

City Clerk
SUBJECT: Consideration and Discussion of Whether the City Should Recognize “Indigenous People’s Day” as a City holiday and the Manner in Which it is Recognized

REQUESTED ACTION: That the City Council provide direction to City staff on whether the City should recognize “Indigenous People’s Day” as a City holiday and the manner in which it is recognized.

CONTACT: Eric L. Dunn, City Attorney

BACKGROUND/DISCUSSION:

The purpose of “Indigenous People’s Day” is to promote Native American culture and commemorate the history of Native Americans. In 1992, at the urging of Native American groups in the San Francisco Bay Area, the city council of Berkeley, California declared October 12 as a “Day of Solidarity with Indigenous People” and symbolically renamed “Columbus Day” as “Indigenous People’s Day” in order to protest the past European conquest of North America and to call attention to the demise of Native American people and culture through disease, warfare, massacre, and forced assimilation. From there, many cities and states in the United States have recognized the holiday.

“Indigenous People’s Day” is generally celebrated in the United States on the second Monday in October, thus, coinciding with the “Columbus Day” holiday. As a result, many cities, such as St. Paul, Minnesota, have chosen to replace “Columbus Day” with “Indigenous People’s Day.” Other cities, such as Minneapolis, Minnesota, celebrate both holidays. Moreover, cities, like San Francisco, California, have also simply renamed “Columbus Day” to “Italian Heritage Day.” In 1994, the United Nations declared an “International Day of the World’s Indigenous People” on August 9, 2016.

Additionally, “Indigenous People’s Day” is not an official federally recognized holiday. The City’s recognition of the holiday will likely be symbolic in nature.

Based upon the above, if it so chooses, the City Council may choose to recognize “Indigenous People’s Day” as follows:

1. Replace and rename the “Columbus Day” with “Indigenous People’s Day.” This means the holiday will be celebrated on the second Monday of October of each year, but the City would not recognize “Columbus Day.”

2. Recognize “Indigenous People’s Day” alongside “Columbus Day”. This means the holiday will be celebrated on the second Monday of October of each year, and the City would recognize both holidays.

   a. As a supplement to Option 2, rename “Columbus Day” to “Italian Heritage Day.”
3. Recognize "Indigenous People's Day" on a day other than "Columbus Day."

4. Simply rename "Columbus Day" to "Italian Heritage Day" and take no further action with respect to "Indigenous People's Day."

Regardless of the option chosen, the City will still be required to maintain the second Monday of October (i.e., "Columbus Day") as a City holiday pursuant to its labor relation obligations to its employees. The following American cities recognize "Indigenous People's Day":

- Sebastopol, California
- Santa Cruz, California
- San Fernando, California
- Minneapolis, Minnesota
- Red Wing, Minnesota
- Grand Rapids, Minnesota
- St. Paul, Minnesota
- Traverse City, Michigan
- Seattle, Washington
- Town of Newstead, New York
- Village of Akron, New York
- Lewiston New York
- City of Olympia, Washington
- Anadarko, Oklahoma
- Anchorage, Alaska
- Portland, Oregon
- Eugene, Oregon
- Carrboro, North Carolina
- Albuquerque, New Mexico
- Santa Fe, New Mexico
- Belfast, Maine
- Durango, Colorado
- Asheville, North Carolina
- Boulder, Colorado

Cambridge Massachusetts

With the above in mind, the City Council is therefore requested to provide City staff with direction on how it desires to recognize "Indigenous People's Day," if at all.

BUDGET (or FISCAL) IMPACT:

None to the City.

Reviewed by:  
City Attorney  
Assistant City Manager  
Director of Finance

Attachments: None

Consent:  
Public Hearing:  
Business Item: October 11, 2016  
Other:

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