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 9, 2018
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

ROLL CALL:
Rogers, Burke, Corona, Rabb, Vargas

CLOSED SESSION: 5:45 P.M.

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

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

3. INVOCATION:
Pastor Bob Ybarra
Calvary Chapel Perris Valley
3060 Barrett Avenue
Perris, CA 92571
4. **PLEDGE OF ALLEGIANCE:**

Councilwoman Rogers will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

   A. Invitation to the Grand Opening of the Motlagh Fitness Court at Paragon Park, taking place on October 26, 2018. Introduced by: Isabel Carlos, Director of Administrative Services.

   B. Presentation of the City's Harvest Festival scheduled on Friday, October 19, 2018. Presented by: Crystal Driever, Recreation Leader

7. **APPROVAL OF MINUTES:**

   A. Approve the Minutes of the Regular Joint Meeting held on September 25, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

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. Adopt the Second Reading of Ordinance Number (next in order) amending Chapter(s) 5.58 and 5.54 of the Municipal Code to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary.

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

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTIONS 5.58.040 AND 5.58.050 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE IN ORDER TO PERMIT ADULT USE CANNABIS DISPENSARIES (TYPE 10- RETAILER (ADULT-USE/NON-MEDICAL)) WITHIN THE CITY OF PERRIS, DELETING SECTION 5.54.230 (B) OF TITLE 5 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, AND ADDING
B. Adopt Resolution Numbers (next in order) regarding Annexation of DPR 16-00015 to Maintenance District No. 84-1. DPR 16-00015 is a 9.12 acre industrial project location on the northeast corner of Indian Avenue and Markham Street. (Ownership of: Markham Perris, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 16-00015 INTO MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 16-00015 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00015 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 27, 2018

C. Adopt Resolution Numbers (next in order) regarding Annexation of DPR 16-00015 to Landscape Maintenance District No. 1 (LMD 1). DPR 16-00015 is a 9.12 acre industrial project located on the northeast
corner of Indian Avenue and Markham Street. (Ownership of: Markham Perris, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 135 (DPR 16-00015) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 16-00015 TO BENEFIT ZONE 135, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 135, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 135, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00015 TO BENEFIT ZONE 135, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERE TO ON NOVEMBER 27, 2018

D. Adopt Resolution Number (next in order) regarding Annexation of DPR 16-00015 to Flood Control Maintenance District No. 1. DPR 16-00015 is a 9.12 acre industrial project located on the northeast corner of Indian Avenue and Markham Street. (Ownership of: Markham Perris, LLC).

The Proposed Resolution Number (next in order) is entitled:
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<td>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY TO ORDER ANNEXATION OF DPR 16-00015 TO BENEFIT ZONE 100, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 27, 2018</td>
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<td>E.</td>
<td>Authorize the City Manager to execute the Memorandum of Understanding between the City of Perris, Study.Com, and the Silicon Valley Community Foundation wherein Study.com will host a website where up to (150) individuals who live in the City of Perris can apply to earn their bachelor's degree with all costs covered through funding from Silicon Valley Community Foundation, Study.com and other third-party contributions including Duke Realty's $1,000,000 funding pledge to the City.</td>
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<td>F.</td>
<td>Approve Contract Services Agreement with Crane Architecture Group to prepare a Master Site Plan for a portion of a City facility located at 227 North D Street, Perris, California.</td>
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| G. | Adopt Resolution Number (next in order) regarding the acceptance of Irrevocable Offer of Dedication for Harley Knox Right-of-Way for public purposes.  
The Proposed Resolution Number (next in order) is entitled: |
|   | A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING DONALD DAVID CAMPBELL’S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES |
| H. | Approve the Community Workforce Agreement between the City of Perris, the San Bernardino/Riverside Building and Construction Trades Council and the Signatory Craft Councils and Local Unions for Public Works projects exceeding $1,000,000. |
| I. | Approve Extension of Time No. 18-05254 for Tentative Tract Map 36797 located at the northeast corner of Wilson Avenue and Water Avenue. (Applicant: Tom Mungari, Nova Homes). |
| J. | Approve Extension of Time No. 18-05252 for Tentative Tract Map 34260 located at the north side of Flame Avenue approximately 250 feet west of Redlands Avenue. (Applicant: Dave Jeffers, David Jeffers Consulting, Inc.). |
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 adopt Resolution Numbers (next in order) regarding widening of Nuevo Road and the Replacement of Nuevo Road Bridge.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR’S PARCEL NO. 320-430-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF AN INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR’S PARCEL NO. 320-430-018

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

B. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding adjusting the compensation of the Mayor and City Council Members.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTIONS 2.03.030 AND 2.16.010 REGARDING COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL

Introduced by: Eric Dunn, City Attorney

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 to adopt Resolution Number (next in order) approving an official name for the new park located at 3020 Goetz Road in the Monument Ranch Community. |

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, NAMING THE PARK LOCATED AT 3020 GOETZ ROAD, ON THE SOUTHWEST CORNER OF GOETZ ROAD AND ETHANAC ROAD, AS "GOETZ PARK"

Introduced by: Sabrina Chavez, Director of Community Services

**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 9, 2018

SUBJECT: Approval of Minutes

BACKGROUND: None.

FISCAL IMPACT: None.

- **RECOMMENDATION:** Motion to approve the Minutes of the Regular Joint Meeting held on September 25, 2018 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, Assistant City Clerk

Approved by: Nancy Salazar, City Clerk

Attachments:
- Minutes of the Regular Joint Meeting held on September 25, 2018 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 25, 2018
06:30 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:30 P.M.
Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

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

Present: Rabb, Rogers, Burke, Corona, Vargas

Staff Members Present: City Manager Belmudez, Assistant City Attorney Khuu, City Engineer Motlagh, Assistant City Manager Madkin, Assistant City Manager Miramontes, Police Captain Fellows, Chief Information Officer Cervantes, Director of Planning and Economic Development Williams, Director of Administrative Services Carlos, Director of Community Services and Housing Chavez, Director of Finance Erwin, Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Fr. Eliseo Napiere St. James the Less Roman Catholic Church 269 W. Third Street Perris, California 92571

4. PLEDGE OF ALLEGIANCE:
Councilman Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:
There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Proclamation proclaiming September 15, 2018 thru October 15, 2018 Hispanic Heritage Month.

Mayor Vargas removed this item from the agenda.

B. Presentation of "Sizzling in Perris" Social Media Campaign Winners and announcement of "Chilling in Perris" winter campaign kick-off. Presented by Arturo Cervantes, Chief Information Officer for the City of Perris.

C. Invitation to the Perris Working Scholars Event scheduled for September 27, 2018 and Presentation of a $1,000,000 sponsorship award by Duke Realty. Introduced by Isabel Carlos, Director of Administration Services for the City of Perris.
7. **APPROVAL OF MINUTES:**

A. Approved the Minutes of the Regular Joint Meeting held on September 11, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the Minutes as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. **CONSENT CALENDAR:**

Mayor Pro Tem Corona requested that Item 8.E. be pulled for separate consideration.

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

A. Adopted Resolution Number 5365 adopting the State Conflict of Interest Code and amending the list of Designated Employees.

Resolution Number 5365 is entitled:

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


Resolution Number 5366 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA, COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT).

C. Awarded Contract to Ocean Blue Environmental for the Maintenance of Catch Basins and Storm Drains Systems for one year.

D. Approved payment to United Paving Co. for emergency asphalt repairs at Ramona Expressway (between Evans and Avalon Parkway); Goetz Road and Kaplan Creek Drive.

E. **Adopted Second Reading of Ordinance Number 1371 approving Specific Plan Amendment (SPA) No. 17-05074 to change the land use designation of 35 acres from Business Professional Office (BPO) to Light Industrial (LI) along with associated...**
changes to the utilities map for the Duke Realty project located on the east side of Perris Boulevard between Markham Street and Perry Street within the Perris Valley Commerce center (PVCCP) Specific Plan area. (Applicant: Duke Realty).

The Second Reading of Ordinance Number 1371 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING SPECIFIC PLAN AMENDMENT 17-05074 TO THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP) TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 35 ACRES FROM BUSINESS PROFESSIONAL OFFICE (BPO) TO LIGHT INDUSTRIAL (LI) TO FACILITATE THE APPROVAL OF AN INDUSTRIAL WAREHOUSE PROJECT ON 55 ACRES LOCATED ON PERRIS BOULEVARD BETWEEN MARKHAM STREET AND PERRY STREET, AND MAKING FINDINGS IN SUPPORT THEREOF.

Mayor Pro Tem Corona requested that this item be pulled for separate consideration.

The following Councilmember's spoke:
Corona
Vargas
Rabb

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve the Second Reading of Ordinance Number 1371, as presented.
AYES: David Starr Rabb, Rita Rogers, Tonya Burke
NOES: Malcolm Corona, Michael Vargas
ABSENT:
ABSTAIN:

F. Awarded the 2018 Pavement Rehabilitation Project to All American Asphalt and rejected all other bids.

G. Adopted Resolution Number 5367 approving the Amendment of the City's Classification and Compensation Plan to (i) Establish four new city classifications; (ii) Adopt four new and eight updated Class Specifications; (iii) Fix the compensation for said classifications; (iv) Authorize the Amendment of the City's Salary Range Placement Schedules which set forth the Classification and Compensation Allocations for All City Employees; and (v) Approve a Budget Amendment for additional appropriations of $191,439, specifically $75,117 under the General Fund, to establish the four (4) new positions and updated Compensation of Certain Employees.

Resolution Number 5367 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY’S CLASSIFICATION AND COMPENSATION PLAN TO (I) ESTABLISH FOUR (4) NEW CITY CLASSIFICATIONS; (II) ADOPT FOUR (4) NEW AND EIGHT (8) UPDATED CLASS SPECIFICATIONS; (III) FIX COMPENSATION FOR SAID CLASSIFICATIONS; (IV) AUTHORIZE THE AMENDMENT OF THE CITY’S SALARY RANGE PLACEMENT SCHEDULES WHICH SET FORTH THE CLASSIFICATION AND COMPENSATION
ALLOCATIONS FOR ALL CITY EMPLOYEES; AND (V) APPROVE A BUDGET AMENDMENT FOR ADDITIONAL APPROPRIATIONS OF $191,439 SPECIFICALLY $75,117 UNDER THE GENERAL FUND, TO ESTABLISH FOUR (4) NEW POSITIONS AND UPDATED COMPENSATION OF CERTAIN EMPLOYEES.

H. Adopted Resolution Number 5368 Authorizing the City Manager to ratify the Side Letter of Agreement #2 between the Municipal Employee Relations Representative of the City of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union Implementing the Reclassification of Certain Employees.

Resolution Number 5368 is entitled:

I. Approved the Travel Expense Reimbursement Policy.

J. Approved the City’s Monthly Check Register for August 2018.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the balance of the Consent Calendar, with the exception of Item 8.E., as presented.

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

A. Introduced the First Reading of Ordinance Number 1372 and adopted Resolution Numbers 5369 and 5370 approving Ordinance Amendment 18-05247 to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary; establishing deposit-based fees for permit application and the City’s regulatory program; and establishing an adult-use marijuana retail tax rate of 10% and interest rate of 10% per annum for any such unpaid taxes.

The First Reading of Ordinance Number 1372 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTIONS 5.58.040 AND 5.58.050 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE IN ORDER TO PERMIT ADULT USE CANNABIS DISPENSARIES (TYPE 10- RETAILER (ADULT-USE/NON-MEDICAL)) WITHIN THE CITY OF PERRIS, DELETING SECTION 5.54.230 (B) OF TITLE 5 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, AND ADDING SECTION 5.58.127 TO CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, WHICH PROVIDES REGULATIONS...
FOR ADULT USE CANNABIS DISPENSARIES.

Resolution Number 5369 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ESTABLISHING FEES FOR THE PROCESSING OF NEW AND RENEWAL COMMERCIAL MARIJUANA ADULT-USE RETAILER PERMIT APPLICATIONS TO OPERATE IN THE CITY OF PERRIS AND FEES FOR THE RELATED ADMINISTRATION AND IMPLEMENTATION OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE.

Resolution Number 5370 is entitled:

Planning Manager Phung gave the presentation on this item.

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

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve the First Reading of Ordinance Number 1372 and Resolution Numbers 5369 and 5370, as presented.
AYES: David Starr Rabb, Malcolm Corona, Michael Vargas
NOES: Rita Rogers, Tonya Burke
ABSENT:
ABSTAIN:

10. BUSINESS ITEMS: (not requiring a “Public Hearing”):

There were no Business Items.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

There was no Public Comment.

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:
Rabb
Burke
Rogers
Corona
Vargas

13. CITY MANAGER’S REPORT:

14. ADJOURNMENT:
There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:17 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk
SUBJECT: Ordinance Amendment 18-05247 amending Chapter(s) 5.58 and 5.54 of the Municipal Code to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary.

REQUESTED ACTION: Adopt the Second Reading of Ordinance No. 1372 to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

On September 25, 2018, the City Council voted to approve Ordinance Amendment 18-05247 to introduce for first reading of Ordinance No. 1372 by a 3-2 to allow only those with an approved medical marijuana license or an application in process prior to the placement of a suspension on all medical marijuana applications to also sell adult-use marijuana. The Ordinance Amendment will require adult-use marijuana dispensaries to also maintain all the distance requirements from sensitive uses, consistent with a medical marijuana dispensary, along with being permitted only within the Industrial Zones, CN Zone and CC Zone. The Ordinance Amendment will include the definition of a “Daycare center,” as it is a listed sensitive use that needs to have a 1,000 foot distance from a marijuana dispensary. Upon adoption, Chapter(s) 5.58 and 5.54 of the Municipal Code will be amended to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary will become enacted thirty days thereafter (November 9, 2018).

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted into the 2018-2019 budget.

Prepared by: Kenneth Phung, Planning Manager

City Attorney: Eric Dunn

Assistant City Manager: Darren Madkin
Assistant City Manager: Ciara Miramontes
Director of Finance: Jennifer Erwin

Consent: October 9, 2018

Attachments: 1. Ordinance No. 1372 to permit adult-use marijuana retailers
2. CC submittal report from September 25, 2018
ORDINANCE NO. 1372

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTIONS 5.58.040 AND 5.58.050 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE IN ORDER TO PERMIT ADULT USE CANNABIS DISPENSARIES (TYPE 10 = RETAILER (ADULT-USE/NON-MEDICAL)) WITHIN THE CITY OF PERRIS, DELETING SECTION 5.54.230(B) OF TITLE 5 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, ADDING A NEW DEFINITION TO SECTION 5.58.030 OF CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, AND ADDING SECTION 5.58.127 TO CHAPTER 5.58 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE, WHICH PROVIDES REGULATIONS FOR ADULT USE CANNABIS DISPENSARIES

WHEREAS, in 1996 California voters approved Proposition 215, the Compassionate Use Act (“CUA”), codified as Section 11362.5 of the Health and Safety Code, to exempt certain patients and their primary caregivers from criminal liability under state law for the possession and cultivation of marijuana for medical purposes; and

WHEREAS, in 2003 the California legislature enacted Senate Bill 420, the Medical Marijuana Program Act (“MMPA”), codified as Sections 11362.7, et seq., of the Health & Safety Code, and as later amended, to clarify the scope of the Compassionate Use Act of 1996 relating to the possession and cultivation of marijuana for medical purpose, and to authorize local governing bodies to adopt and enforce laws consistent with its provisions; and

WHEREAS, in October 2015, the State of California adopted AB 266, AB 243, and SB 643, collectively referred to as the Medical Cannabis Regulation and Safety Act (“MCRSA”), which established a comprehensive regulatory and licensing scheme for commercial medical marijuana operations; and

WHEREAS, at the November 8, 2016, general election, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”) was approved by California voters as Proposition 64, which established a comprehensive regulatory and licensing scheme for commercial recreational (adult use) marijuana operations, and which also legalized limited personal recreational marijuana use, possession, and cultivation; and

WHEREAS, on June 27, 2017, Governor Brown signed Senate Bill 94, the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”), which merged the regulatory regimes of MCRSA and AUMA; and

WHEREAS, MAUCRSA provides that the State of California will begin issuing licenses in 2018 for both medical and recreational marijuana businesses in multiple different categories, which are found in Section 26050 of the Business & Professions Code, and which
categories include marijuana cultivation, manufacturer, testing, retailer, distributor, and microbusiness; and

WHEREAS, MAUCRSA, pursuant to Section 26200(a)(1) of the Business & Professions Code, provides that local jurisdictions may completely prohibit the establishment or operation of any or all of the 20 different medical and recreational business operations to be licensed by the state under Section 26050 of the Business & Professions Code; and

WHEREAS, MAUCRSA, pursuant Section 26055(d) of the Business & Professions Code, provides that a state commercial marijuana license may not be issued to an applicant whose operations would violate the provisions of any local ordinance or regulation; and

WHEREAS, MAUCRSA, pursuant to Section 26200(a)(1) of the Business & Professions Code, provides that local jurisdictions may adopt and enforce local ordinances to regulate any or all of the 20 different medical and recreational business operations to be licensed by the state under Section 26050 of the Business & Professions Code, including, but not limited to, local zoning and land use requirements; and

WHEREAS, MAUCRSA, pursuant to Section 26201 of the Business & Professions Code, provides that any standards, requirements, and regulations regarding health and safety, environmental protection, testing, security, food safety, and worker protections established by the state for the 20 different medical and recreational business operations to be licensed by the state under Business & Professions Code § 26050, shall be the minimum standards, and a local jurisdiction may establish additional standards, requirements, and regulations; and

WHEREAS, the voters of the City of Perris at the November 8, 2016, regular election approved the adoption and adding of Chapter 5.54 (Medical Marijuana Dispensary Regulatory Program) into Title 5 of the Perris Municipal Code, which established a comprehensive set of regulations with an attendant regulatory permit applicable to the operation of medical marijuana dispensaries; and

WHEREAS, on November 14, 2017, the City Council of the City of Perris adopted Ordinance No. 1355 to add new Chapter 5.58 (Commercial Marijuana Operations Regulatory Program) to Title 5 of the Perris Municipal Code, so as to regulate commercial marijuana operations by allowing testing and indoor/mixed-light cultivation, while banning adult-use retail, adult-use deliveries, manufacturing, outdoor cultivation and (wholesale) distribution; and

WHEREAS, on January 9, 2018, the City Council of the City of Perris adopted Ordinance No. 1358 to add Sections 5.58.124 (Wholesale distribution operating standards and restrictions), 5.58.126 (Manufacturing operating standards and restrictions), and 5.58.128 (Community benefit agreement) to Chapter 5.58 of Title 5 of the Perris Municipal Code, so as to permit the commercial marijuana uses of (wholesale) distribution and manufacturing; and

WHEREAS, this Ordinance is enacted, consistent with the Compassionate Use Act of 1996, the Medical Marijuana Program Act of 2003, the Medical Cannabis Regulation and
Safety Act of 2015, the Adult Use of Marijuana Act of 2016, and the Medicinal and Adult Use of Cannabis Regulation and Safety Act of 2017, to protect, promote and maintain the public health, safety, and welfare of City residents and visitors in relation to marijuana related uses and activities; and

WHEREAS, pursuant to the above-described express statutory authority and the City's police power, the City has the authority to prohibit, permit and regulate any and all commercial marijuana activities (whether not-for-profit or for-profit) that may otherwise be permitted by the State of California under the MCRSA, the AUMA, and the MAUCRSA; and

WHEREAS, nothing in this Ordinance shall be construed to allow any person to engage in conduct that endangers others or causes a public nuisance; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City now desires to amend Chapter 5.58 (Commercial Marijuana Operations Regulatory Program) of Title 5 of the Perris Municipal Code, so as to permit the commercial marijuana uses of adult-use retailer; and

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

Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, the City Council finds and determines that, pursuant to both the exemption provided in Section 26055(h) of the Business & Professions Code as well as CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3), the Ordinance is not subject to CEQA, because adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment nor will it have a significant effect upon the environment.

Section 3. Amendment to Section 5.58.040. Section 5.58.040 of Chapter 5.58 of Title 5 of the Perris Municipal Code is hereby amended as follows (strikethrough represents deleted language while bold italics represents added language):

"Sec. 5.58.040. - Prohibited commercial marijuana operations.

(a) Operations prohibited. Commercial marijuana operations (including non-profit operations) within the city which involve the activities of outdoor cultivation, retail (adult-use), or microbusiness are prohibited, including but not limited to commercial marijuana activities licensed by the state license classifications listed below as provided in Business and Professions Code § 26050:

1. Type 1 = Cultivation; specialty outdoor; small.

2. Type 1C = Cultivation; specialty cottage; small (outdoor)."
3. Type 2 = Cultivation; outdoor; small.

4. Type 3 = Cultivation; outdoor; medium.

5. Type 5 = Cultivation; outdoor; large.

6. Type 10 = Retailer (adult-use/non-medical).

7. Type 12 = Microbusiness.

(b) Similar activities. The prohibition provided by above subsection (a) includes any similar activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of marijuana commercial activities which involve the activities of outdoor cultivation, retail (adult-use), or microbusiness, or similar operations (including non-profit, collective or cooperative operations).”

Section 4. Amendment to Section 5.58.050. Section 5.58.050 of Chapter 5.58 of Title 5 of the Perris Municipal Code is hereby amended as follows (strike-through represents deleted language while bold italics represents added language):

"Sec. 5.58.050. - Permitted commercial marijuana operations.

(a) Operations permitted. Commercial marijuana operations (including non-profit operations) within the city which involve the activities of indoor or mixed-light cultivation (including indoor or mixed-light nurseries), manufacturing, distributor, retail (adult-use/non-medical) and testing are allowed subject to both issuance and maintenance of a valid and current city commercial marijuana operation permit, as well as continuing adherence to this entire chapter. Commercial marijuana operations (including non-profit operations) within the city which involve the activities of retail (medical) are allowed subject to the issuance and maintenance of a valid and current medical marijuana dispensary permit pursuant to Chapter 5.54 (Medical Marijuana Dispensary Regulatory Program). All permitted commercial marijuana operations are required to maintain continuing adherence to all applicable city and state regulations and laws, and issuance and maintenance of a valid and current equivalent state license type listed below, as provided for in Business and Professions Code § 26050:

1. Type 1A = Cultivation; specialty indoor; small.
2. Type 1B = Cultivation; specialty mixed-light; small.
3. Type 1C = Cultivation; specialty cottage; small (indoor or mixed-light).
4. Type 2A = Cultivation; indoor; small.
5. Type 2B = Cultivation; mixed-light; small."
6. Type 3A = Cultivation; indoor; medium.
7. Type 3B = Cultivation; mixed-light; medium.
8. Type 4 = Cultivation; nursery (indoor or mixed-light).
9. Type 5A = Cultivation; Indoor; Large
10. Type 5B = Cultivation; mixed-light; large.
11. Type 6 = Manufacturer 1.
12. Type 7 = Manufacturer 2.
13. Type 8 = Testing.
14. Type 10 = Retailer (medical).
15. Type 10 = Retailer (adult-use / non-medical).
16. Type 11 = Distributor.

(b) Similar activities. The requirements provided by above subsection (a) apply to any similar activities authorized under new or revised state licenses, or any other state authorization, to allow any type, category or classification of marijuana commercial activities which involve the activities of indoor or mixed-light cultivation (including indoor or mixed-light nurseries), testing, retail (medical), manufacturing, distributor, or similar operations (including non-profit, collective or cooperative operations).

(c) Retail (medical) operations. Retail (medical) commercial marijuana operations (referred to in Chapter 5.54 as "Medical Marijuana Dispensaries") are governed by the requirements of Chapter 5.54 (Medical Marijuana Dispensary Regulatory Program).

Section 5. Deletion of Section 5.54.230(b). Section 5.54.230(b) is hereby deleted from Section 5.54.230 of Chapter 5.54 of Title 5 of the Perris Municipal Code.

Section 6. New Definition Added to Section 5.58.030. The following term and definition is hereby added to Section 5.58.030 of Chapter 5.58 of Title 5 of the Perris Municipal Code as follows:

"Day care center" has the same meaning as the term is defined in Section 26001(o) of the Business & Professions Code and Section 1596.76 of the Health & Safety Code, and as those sections may be amended, except that "day care center" shall also be defined to include "family day care home," as that term is defined by Section 1596.78 of the Health & Safety Code, and as that section may be amended."
Section 7.  New Section 5.58.127.  Section 5.58.127 is hereby added to Chapter 5.58 of Title 5 of the Perris Municipal Code as follows:

"Sec. 5.58.127 – Retailer (Adult-use / Non-medical) operating standards and restrictions.

A commercial marijuana operation engaged in business as an adult-use retailer shall operate in conformance with both the General Operating Standards and Restrictions provided for in section 5.58.100, as well as the following minimum requirements and standards provided in this Section 5.58.127, and such standards shall be deemed to be part of the conditions of the permit for an adult-use retailer to ensure that its operation is in compliance with California law and the Perris Municipal Code, and to mitigate any potential adverse impacts of the commercial marijuana operation on the public health, safety or welfare.

Additional minimum standards may be adopted from time to time either by resolution or ordinance from the city council, or by the director (upon authorization by resolution from the city council).

(a)  City permits and state license. No person shall establish or operate adult-use retail without a current and valid city commercial marijuana operation permit issued for an adult-use retailer, a current and valid city medical marijuana dispensary permit issued pursuant to Chapter 5.54 of Title 5 of the Perris Municipal Code, and a valid equivalent state license for adult-use retailer as provided for under Division 10 of the Business and Professions Code, as may be amended.

(b)  Current and Valid Medical Marijuana Dispensary Permit Required. No city commercial marijuana operation permit shall be issued for any adult-use retailer unless the adult-use retailer has also been issued a city medical marijuana dispensary permit pursuant to Chapter 5.54 of Title 5 of the Perris Municipal Code.

(c)  State standards. All state requirements and regulations that govern adult-use retailers, including but not limited to the regulations promulgated by the Bureau of Cannabis Control, and as may be amended, shall apply as minimum requirements and regulations for adult-use retailers within the City of Perris, in addition to the requirements and regulations of this chapter and this Code.

(d)  Adult-Use Retailer Application.

1. In addition to the application required by Section 5.58.070, the owner of a proposed adult-use retailer shall file an application with the director upon a form provided by the city and shall pay a filing fee as established by resolution adopted by the city council as amended from time to time.
2. In addition to the requirements of this Section 5.58.070, an application for a regulatory permit for an adult-use retailer shall include the following information:

a. A site plan and floor plan of the premises denoting all the use of areas on the premises of the adult-use retailer, including storage, exterior lighting, restrooms, and signage. The site plan shall be prepared by a professional and licensed civil engineer or architect.

b. A security plan which details security measures to the satisfaction of the director that all applicable security-related requirements under state or local law, including, but not limited to, the requirements of Section 5.58.127(e), are and will be met.

c. The applicant’s current and valid medical marijuana dispensary permit.

(e) Security. Adult-use retailers shall maintain the following security measures:

1. Entrances to the dispensing area and any storage area shall be locked at all times, shall be only accessible by employees, and shall be under the control of only employees.

2. The interior premises of the adult-use retailer shall be equipped with and, at all times during which it is open to the public, shall remain illuminated with overhead lighting fixtures of sufficient intensity to illuminate every place to which members of the public or portions thereof are permitted access with an illumination of not less than two foot-candles as measured at the floor level.

3. All marijuana present or kept at the adult-use retailer premises shall be securely stored against both unauthorized access and theft.

(f) Location and distance restrictions.

1. No adult-use retailer shall locate or operate in any area or zone of the City of Perris, other than in the following zones:

a. CN Zone (Commercial Neighborhood).

b. CC Zone (Commercial Community).

c. Industrial Zones.

2. No adult-use retailer shall be located or operate as follows:
a. No adult-use retailer shall locate within 1,000 feet of a school, park, place of worship, youth-oriented facility, youth center, day care center, or community center.

b. No adult-use retailer shall locate within 600 feet of a residential zone. The distance shall be measured as the horizontal distance measured in a straight line from the property line of one site to the property line of another site.

3. The adult-use retailer shall be located at and operated within the same location and premises for which the applicant's current and valid medical marijuana dispensary has been issued.

(g) **Sale Restrictions.**

1. Adult-use retailers shall not sell or dispense marijuana or marijuana products to individuals under the age of 21.

2. Adult-use retailers shall not sell or dispense more than 28.5 grams of marijuana in any singular transaction.

(h) **Records.** Adult-use retailers shall maintain records reflecting:

1. The source (including name, location and contract information) of all marijuana dispensed, sold or stored by the adult-use retailer.

2. The dates upon which all customers are sold marijuana and the amount sold.

3. The delivery of marijuana, from the adult-use retailer by an employee, to a customer located outside of the adult-use retailer location, including but not limited to the identity of the recipient, the amount delivered, the date of the delivery, the address of the delivery, the name of the employee making the delivery, and a written receipt from the customer confirming the delivery.

4. Proof of a valid and current permit issued by the city in accordance with this chapter. Every adult-use retailer shall display at all times during business hours the permit issued pursuant to the provisions of this chapter in a conspicuous place so that it may be readily seen by all persons entering the location of the adult-use retailer.

(i) **Employees.**

1. An adult-use retailer shall maintain results of live scans conducted annually by the adult-use retailer on all employees with the written results of such live scans being maintained at the location of the adult-use retailer.
2. All owners and managers must have a current and valid identification card.

(j) *Only marijuana products.* Consistent with this Chapter and State law, Adult-use retailers shall only dispense, offer to sell, or provide marijuana, marijuana products, and marijuana-related products. Marijuana-related products include, but are not limited to, pipes used for the consumption of marijuana, rolling papers for the consumption of marijuana, etc.

(k) *No alcohol.* Adult-use retailers shall not hold or maintain a license from the State Department of Alcoholic Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages.

(l) *No lounge or cafe.* Adult-use retailers shall not operate as a lounge, cafe or restaurant serving food or drinks for consumption on-site. There shall be no seating area, tables, couches, or chairs for the gathering or congregating of individuals.

(m) *Site Management.*

1. The adult-use retail permit holder shall take all reasonable steps to discourage and correct conditions that constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if related to the operation of the adult-use retailer.

   a. Reasonable steps shall include immediately calling the police upon observation of the activity, and requesting that those engaging in activities that constitute a nuisance or are otherwise illegal to cease those activities, unless personal safety would be threatened in making the request.

   b. Nuisance includes but is not limited to disturbances of peace, open public consumption of marijuana, alcohol or controlled substances, excessive pedestrian or vehicular traffic, including the formation of any pedestrian lines outside the building, illegal drug activity, harassment of passersby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct or police detentions and arrests.

2. The adult-use permit holder shall make available to customers who are dispensed, sold, or provided with marijuana or marijuana products a list of the rules and regulations governing marijuana use and consumption within the city.

(n) *Delivery of marijuana.*
1. All employees who provide delivery of marijuana from an adult-use retailer to a customer located outside the adult-use retailer location must have a valid identification card at all times with the employee while the delivery is being made.

2. All deliveries must be recorded by the adult-use retailer and maintained in the regular records of the adult-use retailer. These records shall include but not be limited to the identity of the recipient, the amount delivered, the date of the delivery, the address of the delivery, and the name of the employee making the delivery.

3. Upon receipt of a delivery outside of the location of the adult-use retailer, a customer must sign for the delivery on a written identifiable receipt to be kept in the regular records of the adult-use retailer.

4. All deliveries must leave the adult-use retailer in sealed containers whose seals will not be broken until receipt of the delivery by the customer.

Section 8. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 9. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 10. 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 ________, 2018.

______________________________
MAYOR, MICHAEL M. VARGAS

ATTEST:

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1372 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of ______, 2018, and that it was so adopted by the following vote:

AYES:  
NOES:  
ABSENT:  

______________________________  
City Clerk, Nancy Salazar
SUBJECT: Ordinance Amendment 18-05247 amending Chapter(s) 5.58 and 5.54 of the Municipal Code to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary; and adoption of Resolution No. (Next in order) establishing deposit-based fees for such permit applications and the City’s related regulatory program; and Resolution No. (Next in order) establishing an adult-use marijuana retailer tax rate of 10% and interest rate of 10% per annum for any such unpaid taxes.

REQUESTED ACTION: Approve Ordinance Amendment 18-05247 to introduce for first reading of proposed Ordinance No. (Next in order) to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary; adopt Resolution No. (Next in order) establishing deposit-based fees for permit applications and the City’s related regulatory program; and Resolution No. (Next in order) establishing an adult-use marijuana retailer tax rate of 10% and interest rate of 10% per annum for any such unpaid taxes.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

At the July 31, 2018 City Council meeting, staff was directed to prepare and bring back an Ordinance Amendment to allow only those with an approved medical marijuana license or an application in process prior to the medical marijuana suspension to also sell adult-use marijuana. The Ordinance Amendment will require adult-use marijuana dispensaries to also maintain all the distance requirements from sensitive uses, consistent with a medical marijuana dispensary, along with being permitted only within the Industrial Zones, CN Zone and CC Zone. As part of this review, staff saw the need to add the definition of a “Daycare center,” as it is a listed sensitive use that needs to have a 1,000 foot distance from a marijuana dispensary.

Staff is presenting the following to regulate adult-use marijuana operator for discussion and first reading, in addition to two Resolutions to establish the tax rate and deposit-based fees as noted below:

➢ Ordinance Amendment No. (Next in order) to

   o Amend Chapter(s) 5.58 and 5.54 of the Municipal Code to allow adult-use marijuana retailers to operate within the City provided that they first obtain and maintain a permit to operate a medical marijuana dispensary.

   o To add the definition of a “Daycare Center,” which has “the same meaning as the term is defined in Section 26001(o) of the Business & Professions Code and Section 1596.76 of the Health & Safety Code, and as those sections may be amended, except that “day care center” shall also be defined to include “family day care home,” as that term is defined by Section 1596.78 of the Health & Safety Code, and as that section may be amended.”
Resolution No. (Next in order), establishing deposit-based fees for adult-use marijuana dispensaries in the amount of $13,000;

Resolution No. (Next in order), establishing a tax rate of 10% for adult-use marijuana dispensaries;

The Ordinance Amendment and Resolutions are summarized below:

A. Permit and regulate adult-use marijuana dispensaries in conjunction with approved medical marijuana dispensaries

As discussed, the proposed Ordinance Amendment, if adopted, will only allow those with an approved medical marijuana dispensary license to be issued an operational permit to also sell adult-use marijuana at the same site as the existing medical marijuana dispensary. Because the City currently maintains a suspension of all further medical marijuana licenses, no additional adult-use marijuana will be permitted beyond the 16 medical marijuana applications that are currently approved, or in review (11 approved and 5 still in process) prior to the suspension on Mach 27, 2018. All the distance requirements from sensitive uses and residential areas, along with being permitted only within Industrial Zones, CN Zones and CC Zones, will be the same as for the medical marijuana dispensaries. This is further summarized below:

➢ No adult-use retailer shall locate within 1,000 feet of a school, park, place of worship, youth-oriented facility, youth center, daycare center, or community center.

➢ No adult-use retailer shall locate within 600 feet of a residential zone. The distance shall be measured as the horizontal distance measured in a straight line from the property line of one site to the property line of another site.

Highlights of the regulations for adult-use marijuana operators are summarized below:

➢ Regulatory requirements include:
  o Maintain a valid medical marijuana dispensary permit
  o Security plan
  o Record keeping
  o Site management
  o Compliance with state law requirements
  o Prohibition against selling or dispensing marijuana or marijuana products to individuals less than 21 years of age.
  o Requirement that only 28.5 grams of marijuana may be sold or dispensed for each singular transaction.
  o Require that the adult-use retailer operate in the same location/premises as the existing related medical marijuana dispensary.

➢ City commercial marijuana operation permit:
  o required to operate a commercial marijuana operation
  o issued ministerially with City authority to impose additional conditions
  o annual renewal requirement
B. Add definition for “Daycare center”

As part of the Ordinance Amendment preparation, staff saw the need to add the definition of a “Daycare center” as it is a listed sensitive use that needs to maintain a 1,000-foot distance from a marijuana dispensary. The purpose of providing a definition, is to assist staff in determining if an operator is classified as a “Daycare Center,” for purposes of distance requirements from marijuana dispensaries. Therefore, the following additional language is proposed:

- “Day care center has the same meaning as the term is defined in Section 26001(o) of the Business & Professions Code and Section 1596.76 of the Health & Safety Code, and as those sections may be amended, except that “day care center” shall also be defined to include “family day care home,” as that term is defined by Section 1596.78 of the Health & Safety Code, and as that section may be amended.”

Thus, the definition of “day care center” includes any child day care facility such as a family day care home, infant centers, preschools, extended day care facilities, and school age child care centers.

C. Establishment of application fees for adult-use marijuana by Resolution

A resolution is proposed to establish a deposit-based fee for adult-use marijuana applications in the amount of $13,000, which is the estimated cost of a standard application, but operates as a deposit in order to ensure full cost-recovery for the City. This is consistent with the amount established for medical marijuana dispensaries. For adult-use marijuana dispensaries, of this amount, $11,500 represents the costs of the City’s consultant and $1,500 represents the staff costs related to reviewing the necessary submittal requirements, overseeing the process, and administration and implementation of the City’s related regulatory program. The purpose of the deposit-based fee is to cover application processing and the applicant’s share of the costs of administration and implementation of the City’s related regulatory program.

This fee is partly a direct pass-through of the City’s third-party consultant firm’s costs and is based upon discussion with the contracted third-party consultant firm that reviews dispensary applications. They informed staff that their costs for review of medical marijuana dispensary permits would apply to adult-use marijuana permits, as the same level of analysis will be required. Therefore, based upon experience with the medical marijuana dispensaries, staff estimates the staff time required to process applications and to administer and implement the City’s related regulatory program will be 25 hours, resulting in an estimated cost of $1,500 for staff costs. Because the consultant’s costs of $11,500 remain unchanged, the result is a $13,000 deposit-based fee, where this deposit represents an estimation of the average costs of processing applications and of the applicant’s share of the costs for administration and implementation of the City-related regulatory program.

Staff recommends that the City Council require a $13,000 deposit-based fee as part of the application and regulatory permit fee. Staff also recommends the same fee for Renewal Applications pursuant to Section 5.58.090 of the Perris Municipal Code due to similar processing requirements. The deposit-based fees discussed above are required to be paid at the time of application/permit filing. If the City’s costs exceed the amounts deposited, then the applicant will be billed for such costs. Any unused portion of the deposit may be refunded upon the written request of the applicant. This resolution will only be effective upon adoption of Ordinance (next in order).
D. Resolution to establish a tax rate of 10% for adult-use marijuana

On November 8, 2016, the City of Perris conducted a General Municipal Election, at which time the voters approved a ballot to impose of maximum 10% tax upon the gross receipts of marijuana dispensaries. With the approval of the Ordinance Amendment to allow adult-use marijuana, there is a need to set the tax for adult-use marijuana sales. Municipal Code Sections 3.40.020(a) and 3.40.030(b) permit the City Council to set by Resolution the rate at which the gross receipt of marijuana dispensaries are to be taxed provided that such rate shall not exceed the rate of 10% and also permit the City Council to set by Resolution the penalties, interest charges, and assessments for any failure to pay the taxes. At this time, staff is recommending the City Council set the tax rate at 10% of gross receipts and set the interest charge at 10% per annum, with both being consistent with the percentages set for medical marijuana dispensaries. The proposed taxes will generate revenue, deposited in the general fund, available for any general governmental purpose. Thus the taxes are considered “general taxes.” This resolution will only be effective upon adoption of Ordinance (next in order).

RECOMMENDATION:

Staff recommends the Council approve Ordinance Amendment 18-05247 to introduce for first reading of proposed Ordinance No. (Next in order) to permit adult-use marijuana retailers to operate within the City provided that such applicants also first obtain and maintain a permit to operate a medical marijuana dispensary; adopt Resolution No. (Next in order) to establish a $13,000 deposit-based fee for permit applications and renewal applications; and Resolution No. (Next in order) to establish a tax rate of 10% for adult-use retailers and a 10% per annum interest charge for unpaid taxes.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted into the 2018-2019 budget.

Prepared by: Kenneth Phung, Planning Manager
City Attorney: Eric Dunn
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwin

Public Hearing: September 25, 2018
Attachments: 1. Ordinance No. (Next in order) to permit adult-use marijuana retailers
2. Resolution No. (Next in order) to establish deposit-based fees for adult use marijuana dispensary
3. Resolution No. (Next in order) to establish a tax rate of 10% for
Adult-use marijuana dispensaries and interest rate of 10% per annum for any such unpaid taxes
4. CC submittal report from July 31, 2018
SUBJECT: Annexation of DPR 16-00015 to Maintenance District No. 84-1

REQUESTED ACTION:
1. Adoption of Resolution Ordering Preparation of the Engineer’s Report
2. Adoption of Resolution Preliminarily Approving Engineer’s Report
3. Adoption of Resolution of Intention to Annex DPR 16-00015 to Maintenance District No. 84-1 and setting a public hearing date of November 27, 2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: DPR 16-00015 is a 9.12-acre industrial project under the ownership of Markham Ferris, LLC. The project is located on the northeast corner of Indian Avenue and Markham Street. As a condition of approval, the project is required to annex into MD 84-1.

This district was formed to finance the annual maintenance of streetlights and traffic signals installed in conjunction with new development. The project specifically benefits from streetlights and the traffic signal located at the intersections of Harley Knox Boulevard with Indian Avenue and Indian Avenue with Markham Street.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is $1,772.52. Each year the current maximum annual assessment shall be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reviewed by:

Assistant City Manager

Director of Finance

City Attorney

Attachments: 1. Resolution Ordering Preparation of the Engineer’s Report
2. Engineer’s Report
3. Resolution Preliminarily Approving Engineer’s Report
4. Resolution of Intention to Annex DPR 16-00015 to Maintenance District No. 84-1

Consent:
RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF DPR 16-00015 INTO MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the “City”) has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the “Engineer of Work” for Maintenance District Number 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California,

Section 3. That DPR 16-00015 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.
Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of DPR 16-00015 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Wilddan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

Mayor, Michael M. Vargas

ATTEST:

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of October, 2018, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar
AGENCY: City of Perris

PROJECT: Annexation of DPR 16-00015
To Maintenance District No. 84-1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the STATE OF CALIFORNIA, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2018 to June 30, 2019, for that area to be known and designated as:

"Annexation of DPR 16-00015
to Maintenance District No. 84-1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 9th day of October 2018.

HABIB M. MOTLAGH, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 27th day of November, 2018, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 9th day of October 2018.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for 8 streetlights. The existing streetlights to be maintained are shown on the plans and specifications prepared by Southland Engineering, that are entitled, "Street Improvement Plans, Perris Valley Commerce Center".

In addition to the streetlights, this area benefits from existing and future traffic signals. Of specific benefit are the traffic signals at the intersections of Harley Knox Boulevard with Indian Avenue and Indian Avenue with Markham Street.

The plans and specifications for all facilities are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements.

The streetlight improvements are owned by Southern California Edison (SCE) and, are shown on the SCE Street Light Atlas Maps. The traffic signal is owned by the City of Perris and are shown on the City of Perris Traffic Signal Location Map. Said Map and Atlas are on file in the City of Perris Office of Community Development and are made a part of this report to the same extent as if said documents were attached hereto.

It is noted that the City of Perris is transitioning ownership of the streetlights from SCE to the City of Perris. This pending change in ownership and LED conversion in no manner negates the benefit received.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, materials, electricity, and appurtenances. Incidental costs include engineering, legal, City Clerk, and administration expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The estimated annual cost for maintenance of the facilities is listed as follows:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Quantity</th>
<th>Annual Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Lights</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9500 Lumen</td>
<td>0</td>
<td>$150.32</td>
<td>$00.00</td>
</tr>
<tr>
<td>22000 Lumen</td>
<td>8</td>
<td>204.28</td>
<td>1,634.24</td>
</tr>
<tr>
<td>Traffic Signals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harley Knox Boulevard and Indian Avenue</td>
<td>10%</td>
<td>8,367.55</td>
<td>836.76</td>
</tr>
<tr>
<td>Indian Avenue and Markham Street</td>
<td>10%</td>
<td>8,367.55</td>
<td>836.76</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$3,307.76</td>
</tr>
</tbody>
</table>

Incidental Costs $496.16

City Contribution for Street Lights 8  -53.96  -431.68
Resolution No. 5307 -1,599.72

Balance to Assessment $1,772.52
PART 3. The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 4.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a 9,500 lumen light and a 22,000 (or greater) lumen light. A 9,500 lumen light is the standard required on a local street. Other streets require a standard greater than 9,500 lumens in order to service a capacity greater than the local traffic.

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and non-residential development has been established at 4.2 residential lots to one assessed acre based on the general density of the City as a whole. The assessed acreage is the net acreage of the area to be annexed.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to $46.28 per benefit unit, shown as follows:

\[
\begin{align*}
1.0 \text{ Assessed Acre} & \times \frac{\$1,772.52}{4.2 \text{ Benefit Units}} = \frac{\$46.28 \text{ per Benefit Unit}}{9.12 \text{ AC}}
\end{align*}
\]

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2018/2019 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth in Resolution 5307 approved on June 12, 2018. Under these proceedings, the benefit for the annual maintenance of streetlight and traffic signals is equal to $46.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the streetlight and traffic signal benefit.

With the construction of streetlights, as a condition of approval, the developer is required by the City to provide certain standard street lighting for the area within the development; and the energy costs for the initial 18-month period. No newly annexed area or portion thereof is assessed prior to the completion of the initial 18-month period.

With existing streetlight, no 18-month energy charges are due the time additional streetlights are constructed on Chase Road. Assessments are scheduled to be levied under the annual proceedings for Fiscal Year 2019/2020.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No.1.
PART 4. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with the boundary of DPR 16-00015. Said boundary is designated as "Diagram of Annexation of DPR 16-00015 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. A Consent and Waiver for Annexation to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.
**Assessment Roll**  
Annexation of DPR 16-00015  
To Maintenance District No. 84-1  
City of Perris

<table>
<thead>
<tr>
<th>Parcel and Assessment Number</th>
<th>Assessor Parcel Number</th>
<th>Estimated Annual Assessment</th>
<th>Fiscal Year 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>302-080-006</td>
<td>$1,772.52</td>
<td>$00.00</td>
</tr>
</tbody>
</table>

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by *Engineering News Record*. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.
DIAGRAM OF ANNEXATION OF
DPR 16-00015 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

<table>
<thead>
<tr>
<th>MAP REFERENCE NUMBER</th>
<th>ASSESSOR'S PARCEL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>302-080-006</td>
</tr>
</tbody>
</table>

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

ATTACHMENT 2
CONSENT AND WAIVER TO ANNEXATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the “Act”), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the “Maintenance Districts”); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer’s “Report” as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer’s “Report” pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer’s “Report” pertaining to the annexation of the undersigned’s property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit “A” attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer’s “Report” pertaining to such annexation.

Dated: 5/29/18

Signature

Markham Perris, LLC
302 W. Fifth Street, Suite 103
San Pedro, CA 90731

ATTACHMENT 3-1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 5-29-18 before me, Sara Cunningham, notary public

personally appeared Dale Ullman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dale Ullman

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: consent and waiver to annexation

Title or Type of Document: __________________________ Number of Pages: __________

Document Date: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: __________________________

☐ Corporate Officer – Title(s): __________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: __________________________

Signer is Representing: __________________________

Signer's Name: __________________________

☐ Corporate Officer – Title(s): __________________________

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: __________________________

Signer is Representing: __________________________

©2017 National Notary Association
EXHIBIT "A"

LOT 5 IN BLOCK 5 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM A 1/32ND INTEREST IN AND TO ANY AND ALL OIL, GAS, AND MINERAL RIGHTS, AS RESERVED TO GYPSIE PRATER AND J.W. PRATER, IN DEED DATED OCTOBER 21, 1925 AND RECORDED NOVEMBER 17, 1925 IN BOOK 659 PAGE 8 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 302-080-006-1
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF DPR 16-00015 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (the "District"); and

WHEREAS, on the 9th day of October, 2018, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of DPR 16-00015; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

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

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively,
from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

Mayor, Michael M. Vargas

City Clerk, Nancy Salazar

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

I, Nancy Salazar, City CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of October 2018, by the following called vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

City Clerk, Nancy Salazar
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00015 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 27, 2018

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the "District"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 9th day of October, 2018, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, California, as follows:

Section 1. Recitals. The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex DPR 16-00015 to the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced consist of the streetlights and traffic signals within said annexation.

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain “Diagram of Annexation of DPR 16-00015 to Maintenance District Number 84-1” heretofore approved by the City Council of said City by Resolution No. _____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 5. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled “Engineer’s Report for Annexation of DPR 16-00015, to Maintenance District Number 84-1”, is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.
Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is $46.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on November 27, 2018, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot wherein the property owner may indicate support or opposition to the proposed assessment.
Section 11. Designation of Contact Person: That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of October, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
SUBJECT: Annexation of DPR 16-00015 to Landscape Maintenance District No. 1 (LMD 1)

REQUESTED ACTION:
1. Adoption of Resolution Ordering Preparation of the Engineer’s Report
2. Adoption of Resolution Preliminarily Approving Engineer’s Report
3. Adoption of Resolution of Intention to Annex DPR 16-00015 and setting a public hearing date of November 27, 2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: DPR 16-00015 is a 9.12-acre industrial project under the ownership of Markham Perris, LLC. The project is located on the northeast corner of Indian Avenue and Markham Street.

The landscaping benefit includes maintenance of the irrigation system, landscaping, and appurtenances within the Indian Avenue medians and parkways and Markham Street parkways along the frontage of DPR 16-00015. These improvements include the enhanced landscaping within the easement at the corner of Indian Avenue and Markham Street.

As a condition of approval, the project is required to annex into LMD 1. This district was formed to finance the annual maintenance of landscape improvements installed in conjunction with new development.

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is $11,265.04. Each year the current maximum annual assessment shall be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Reviewed by:
Assistant City Manager
Director of Finance
City Attorney

Attachments: 1. Resolution Ordering Preparation of the Engineer’s Report
2. Engineer’s Report
3. Resolution Preliminarily Approving Engineer’s Report
4. Resolution of Intention to Annex DPR 16-00015 to LMD 1

Consent:
RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 135 (DPR 16-00015) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 135 therein (hereinafter referred to as the "Benefit Zone 135"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed Habib Motlagh, the City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District Number 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.
Section 3. That DPR 16-00015 be defined as that area to be annexed to Benefit Zone 135, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled “Diagram of Annexation of DPR 16-00015, to Benefit Zone 135, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California.”

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed the “Engineer of Work” and all provisions of Division 15 applicable to the Engineer shall apply to said “Engineer of Work” and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That Habib Motlagh, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.
ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

__________________________
Mayor, Michael M. Vargas

ATTEST:

__________________________
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 9th day of October, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
City Clerk, Nancy Salazar
AGENCY: City of Perris

PROJECT: Annexation of DPR 16-00015
To Benefit Zone 135, Landscape Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the STATE OF CALIFORNIA, being the "Landscaping and Lighting Act of 1972", as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2018 to June 30, 2019, for that area to be known and designated as:

"Annexation of DPR 16-00015
To Benefit Zone 135, Landscape Maintenance District No. 1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 9th day of October 2018.

__________________________________________
HABIB M. MOTLAGH, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 27th day of November, 2019, by adoption of Resolution ___ of the City Council.

__________________________________________
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 9th day of October 2018.

__________________________________________
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are within the Indian Avenue medians and parkways and Markham Street parkways along the frontage of DPR 16-00015. These improvements include the enhanced landscaping within the easement at the corner of Indian Avenue and Markham Street.

Reference is made to the landscaping plans and specifications prepared by Community Works Design Group, that are entitled, “Perris Valley Commerce Center Building, Off-site Landscape, DPR 16-00003, Perris, CA 92571”.

Additional information on the location of the right-of-way and the improvements, further reference is made to the plans and specifications that are entitled, “Street Improvement Plans, Perris Valley Commerce Center”, as prepared by Southland Engineering.

Upon final approval, plans and specifications for the improvements are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications will sufficiently show and describe the general nature, location and extent of all the improvements.

PART 2. An Estimate of the cost for the improvements to be maintained and/or improved for a given fiscal year includes labor, water, electricity, materials and plant replacement, and appurtenances. Incidental costs include annual engineering, legal, City Clerk, Finance Department, and Public Works expenses, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

Due to the soil, water, exposure, and pedestrian traffic, plant replacement is estimated at a 2% die-off rate at 2.5-feet on-center. Tree trimming is scheduled to occur every other year. Mulch is applied every three years and irrigation replacement/repairs are scheduled to occur every fifth year.

The maximum annual assessment is based on the estimated cost of maintaining the improvements at maturity. The annual assessment levied will be based on the actual annual expenses incurred by Benefit Zone 135.
The annual cost for maintenance of the public improvements is estimated as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Estimated Annual Cost</th>
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<tbody>
<tr>
<td>Parkway and Easement Maintenance</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Maintenance</td>
<td>8,789</td>
<td>SF</td>
<td>$0.54</td>
<td>$4,746.06</td>
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<tr>
<td>Plant Replacement</td>
<td>28</td>
<td>each</td>
<td>15.75</td>
<td>441.00</td>
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<tr>
<td>Tree Trimming</td>
<td>25</td>
<td>0.5</td>
<td>150.00</td>
<td>1,875.00</td>
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<tr>
<td>Irrigation Repair &amp; Replacement Fund</td>
<td>1,758</td>
<td>SF</td>
<td>0.06</td>
<td>105.48</td>
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<tr>
<td>30% Mulch</td>
<td>24</td>
<td>CY</td>
<td>30.00</td>
<td>720.00</td>
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<tr>
<td><strong>Total Parkway and Easement Maintenance Costs</strong></td>
<td></td>
<td></td>
<td></td>
<td>$7,887.54</td>
</tr>
</tbody>
</table>

**Indian Avenue Median**

$1,500.00

**Incidentals**

1,877.50

**Balance to Assessment**

$11,265.04

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of the improvements is $5,632.52.

Benefit Zone 135, for the fiscal year commencing July 1, 2018 to June 30, 2019, will incur zero costs.

**PART 3.**

The **Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 135, as shown on the Diagram, enclosed herein as Part 4.

The area within Benefit Zone 135 specifically benefits from the maintenance of the easements, parkways and medians along the streets that provide ingress and egress to Benefit Zone 135. DPR 16-00015 is conditioned for the improvement of certain easements and parkways as a requirement for development. Upon the improvement of the easement and parkways, Benefit Zone 135 will be assessed based on a schedule established by the Public Works Department for the acceptance of the improvements for maintenance by the City of Perris.

The method of assessment is based on units, with one benefit unit assigned to the net area within Benefit Zone 135. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 135 is equal to $11,265.04 per benefit unit.

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.
For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with the boundary of DPR 16-00015. Said boundary is designated as "Diagram of Annexation of DPR 16-00015 to Benefit Zone 135, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. A Consent and Waiver for Annexation to the District has been signed by the owner of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.
Assessment Roll  
Annexation of DPR 16-00015  
To Benefit Zone 135,  
Landscape Maintenance District No. 1, City of Perris  

<table>
<thead>
<tr>
<th>Benefit Zone and Assessment Number</th>
<th>Assessor Parcel Number</th>
<th>Estimated Annual Assessment</th>
<th>Fiscal Year 2018/2019</th>
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<tbody>
<tr>
<td>135</td>
<td>302-080-006</td>
<td>$11,265.04</td>
<td>$0.00</td>
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</table>

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.
DIAGRAM OF ANNEXATION OF
DPR 16-00015 TO BENEFIT ZONE 135
LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

<table>
<thead>
<tr>
<th>MAP REFERENCE NUMBER</th>
<th>ASSESSOR'S PARCEL NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>302-080-006</td>
</tr>
</tbody>
</table>

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

ATTACHMENT 2
CONSENT AND WAIVER TO ANNEXATION

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA, has previously formed special maintenance districts pursuant to the terms of the “Landscaping and Lighting Act of 1972” (the “Act”), being Division 15, Part 2 of the Streets and Highways Code of the State of California, said special maintenance districts known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 and MAINTENANCE DISTRICT NO. 84-1 (hereinafter referred to as the “Maintenance Districts”); and,

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA to order the annexation of territory to the Maintenance Districts; and,

WHEREAS, the CITY COUNCIL of the CITY OF PERRIS, CALIFORNIA may, pursuant to said provisions of the Act, order the annexation of territory to the Maintenance Districts without notice and hearing or filing of an Engineer’s “Report” as would otherwise be required by the provisions of the Act if all of the owners of property within the territory proposed to be annexed, have given written consent to the proposed annexation; and,

WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer’s “Report” pertaining to the annexation of the property, acknowledge that they are aware of the proposed annexation to the Maintenance Districts of the property owned by the undersigned, and waives any and all right which the undersigned may now have to notice and hearing or the filing of an Engineer’s “Report” pertaining to the annexation of the undersigned’s property to the Maintenance Districts.

NOW, THEREFORE, it is hereby declared by the undersigned property owners as follows:

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the undersigned, constituting the owners of the property described in Exhibit “A” attached hereto and incorporated herein by this reference and further constituting all of the property within the territory proposed to be annexed to the Maintenance Districts, hereby consent to the proposed annexation of said property to the Maintenance Districts without notice and hearing or filing of an Engineer’s “Report” pertaining to such annexation.

Dated: 5/29/18

Signature

Markham Perris, LLC
302 W. Fifth Street, Suite 103
San Pedro, CA 90731

ATTACHMENT 3-1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 5-29-18 before me, SARA COTTINGHAM, notary public, personally appeared Dale Ulman, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dale Ulman

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

<table>
<thead>
<tr>
<th>Description of Attached Document</th>
<th>consent and waiver to annexation</th>
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</thead>
<tbody>
<tr>
<td>Title or Type of Document:</td>
<td></td>
</tr>
<tr>
<td>Document Date:</td>
<td></td>
</tr>
<tr>
<td>Number of Pages:</td>
<td></td>
</tr>
<tr>
<td>Signer(s) Other Than Named Above:</td>
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<tr>
<td>Capacity(ies) Claimed by Signer(s)</td>
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<tr>
<td>Signer's Name:</td>
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<tr>
<td>□ Corporate Officer – Title(s):</td>
<td>□ Corporate Officer – Title(s):</td>
</tr>
<tr>
<td>□ Partner – □ Limited □ General</td>
<td>□ Partner – □ Limited □ General</td>
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<tr>
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<td>□ Individual □ Attorney In Fact</td>
</tr>
<tr>
<td>□ Trustee □ Guardian of Conservator</td>
<td>□ Trustee □ Guardian of Conservator</td>
</tr>
<tr>
<td>□ Other:</td>
<td>□ Other:</td>
</tr>
<tr>
<td>Signer is Representing:</td>
<td>Signer is Representing:</td>
</tr>
</tbody>
</table>

©2017 National Notary Association
EXHIBIT “A”

LOT 5 IN BLOCK 5 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM A 1/32ND INTEREST IN AND TO ANY AND ALL OIL, GAS, AND MINERAL RIGHTS, AS RESERVED TO GYPSIE PRATER AND J.W. PRATER, IN DEED DATED OCTOBER 21, 1925 AND Recorder NOVEMBER 17, 1925 IN BOOK 659 PAGE 8 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 302-080-006-1
RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, OF PRELIMINARY APPROVAL OF
ENGINEER'S REPORT FOR ANNEXATION OF DPR 16-
00015 TO BENEFIT ZONE 135, CITY OF PERRIS
LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 135 therein (hereinafter referred to as the "Benefit Zone 135"); and

WHEREAS, on the 9th day of October 2018, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _______ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of DPR 16-00015 to Benefit Zone 135; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

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

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.
Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 9th day of October, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 135, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 135, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 16-00015 TO BENEFIT ZONE 135, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 27, 2018

WHEREAS, the City Council of the City of Perris (the “City”) has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the “District”), and created BENEFIT ZONE 135 therein (hereinafter referred to as the "Benefit Zone 135"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 9th day of October 2018, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and
WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 135 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

Section 1. Recitals. The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex DPR 16-00015 to Benefit Zone 135 of the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting DPR 16-00015. The improvements, located in parkways, are located as follows:

- Indian Avenue medians along the frontage of DPR 16-00015
- Indian Avenue and Markham Street parkways along the frontage of DPR 16-00015

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of DPR 16-00015 to Benefit Zone 135, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.
Section 5. Report of Engineer: The City Council of said City by Resolution Number ___ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of DPR 16-00015 to Benefit Zone 135, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to $11,263.04 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on November 27, 2018, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by 22552 of the California Streets and Highways Code, with the publication occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris City News is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.
Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

______________________________
Mayor, Michael M. Vargas

ATTEST:

______________________________
City Clerk, Nancy Salazar

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) §
CITY OF PERRIS )
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 9th day of October, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 9, 2018

SUBJECT: Annexation of DPR 16-00015 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex DPR 16-00015 to Flood Control Maintenance District No. 1 and set a public hearing date of November 27, 2018

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: DPR 16-00015 is a 9.12-acre industrial project under the ownership of Markham Perris, LLC. The project is located on the northeast corner of Indian Avenue and Markham Street. As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of interior streets (residential only) and flood control improvements installed in conjunction with new development.

The project will benefit from the maintenance and servicing of public flood control facilities that protect the project from inundation. In general, these public improvements include an 18-inch reinforced concrete pipe (RCP), a catch basin, and a 20% contribution towards an 84-inch RCP abutting the property and towards an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel, and appurtenances.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is $13,255.00. Each year the current maximum annual assessment shall be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Reviewed by:
Assistant City Manager
Director of Finance
City Attorney

Attachments: 1. Engineer’s Report
2. Resolution of Intention to Annex DPR 16-00015 to Flood Control MD No. 1

Consent:
AGENCY:  City of Perris

PROJECT:  Annexation of DPR 16-00015
To Benefit Zone 100, Flood Control Maintenance District No. 1

TO:  City Council
     City of Perris
     State of California

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the STATE OF CALIFORNIA, being the "Benefit Assessment Act of 1982", as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2018 to June 30, 2019, for that area to be known and designated as:

"Annexation of DPR 16-00015
To Benefit Zone 100, Flood Control Maintenance District No. 1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this 9th day of October 2018.

HABIB M. MOTLAGH, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 27th day of November, 2018, by adoption of Resolution _____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 9th day of October 2018.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
PART 1.

A General Description of the flood control improvements includes facilities that will accommodate the storm flow and protect Benefit Zone 100 from inundation. These public improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel (PVSDC). The improvements include an 18-inch reinforced concrete pipe (RCP) extending from Benefit Zone 100 to the existing 24-inch RCP in Markham Street; catch basin, lateral and 20% contribution towards the 84-inch RCP in Indian Avenue abutting Benefit Zone 100; and, 20% contribution towards an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the PVSDC, and appurtenances.

Maintenance and upkeep of these storm drainage facilities includes, but is not limited to, grading, general cleanup and debris removal, inspections, stenciling, replacement and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year’s storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

It is noted that all private on-site storm drain facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

PART 2.

Plans and Specifications for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications entitled as follows:

“Street Improvement Plans, Perris Valley Commerce Center”, as prepared by Southland Engineering

“Perris Valley MDP Line E-3” as prepared by KCT Consultants, Inc.

As future development occurs, it is anticipated that the design of the earthen channel will be refined for the construction of the proposed ultimate facility. The ultimate design and construction of the earthen channel in no manner modifies or negates the special benefit received.

The plans and specifications have been approved by both the City Engineer for the City of Perris and the Chief Engineer for the Riverside County Flood Control and Water Conservation District and are on file in the City of Perris Office of Community Development. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.

PART 3.

An Estimate of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, and appurtenances. Incidental includes annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.
The maximum annual assessment is based on the estimated cost of maintaining the facilities. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 100.

The estimated annual cost for maintenance of the facilities maintained under Benefit Zone 100 is listed below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm Drain Maintenance</td>
<td>1</td>
<td>LS</td>
<td>$730</td>
</tr>
<tr>
<td>Drainage Channel (20%)</td>
<td>1</td>
<td>LS</td>
<td>10,316</td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
<td>$11,046</td>
</tr>
<tr>
<td>Incidentals &amp; Contingency</td>
<td></td>
<td></td>
<td>2,209</td>
</tr>
<tr>
<td><strong>Estimated Benefit Zone 100 Annual Costs</strong></td>
<td></td>
<td></td>
<td><strong>$13,255</strong></td>
</tr>
</tbody>
</table>

Storm drain maintenance provides funding for the facilities in Markham Street and Indian Avenue abutting Benefit Zone 100. With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year’s maintenance operations will be funded by that year’s assessment plus the fund balance remaining from prior year assessments.

Zero costs will be assessed to Benefit Zone 100 for the fiscal year commencing July 1, 2018 to June 30, 2019. The levy of assessments in subsequent years is subject to review by the Public Works Department based on the maintenance requirements of the improvements.

**PART 4**

The **Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 100. These improvements specifically benefit the area within the annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The 84-inch RCP and earthen channel benefits developing properties that contribute to the storm drain flow being conveyed to the PVSDC. The specific benefit is equal to the proportionate share of the flow to be accommodated. Accordingly, 20 percent of the annual cost for maintenance of these facilities is assessed to Benefit Zone 100.

The method of assessment is based on units, with one the benefit unit assigned to the net area within Benefit Zone 100. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities is equal to $13,255 per benefit unit.

Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.
For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be $6,627.50.

PART 5. A Diagram of the Annexation. The boundary of the area to be annexed is coincident with DPR 16-00015. Said boundary is designated as “Diagram of Annexation of DPR 16-00015 to Benefit Zone 100, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California”. The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor’s Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor’s Maps for the fiscal year to which the "Report" applies.

PART 6. A Petition for Annexation to the District has been signed by the owners of the area within the proposed annexation. Said petitions are included herein as Attachment No. 3.
**Assessment Roll**
Annexation of DPR 16-00016
To Benefit Zone 100,
Flood Control Maintenance District No. 1, City of Perris

<table>
<thead>
<tr>
<th>Benefit Zone and Assessment Number</th>
<th>Assessor Parcel Number</th>
<th>Estimated Annual Assessment</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>302-080-006</td>
<td>$13,255.00</td>
<td>2018/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$00.00</td>
<td></td>
</tr>
</tbody>
</table>

Each year the current maximum annual assessment shall be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

**Attachment 1**
DIAGRAM OF ANNEXATION OF
DPR 16-00015 TO BENEFIT ZONE 100
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

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

ATTACHMENT 2
PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS

BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS,
STATE OF CALIFORNIA

In the matter of the proposed )
Annexation to City of Perris )
Flood Control Maintenance District No. 1 )

TO: The City Council of the City of Perris

We, the undersigned, hereby:

(1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit “A” attached hereto and incorporated herein by this reference to the Maintenance District.

(2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit “A” attached hereto and incorporated herein by this reference to the Maintenance District.

(3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.

(4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: 5/29/18

Signature

Markham Perris, LLC
302 W. Fifth Street, Suite 103
San Pedro, CA 90731

ATTACHMENT 3-1
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 5-29-18 before me, Sara Cottingham, Notary Public, personally appeared Dale Woman

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Petition

Document Date: __________________________  Number of Pages: ______

Signer(s) Other Than Named Above: ______________________

Capacity(ies) Claimed by Signer(s)

Signer's Name: ____________________________

☐ Corporate Officer – Title(s): ____________________________

☐ Partner – ☐ Limited  ☐ General

☐ Individual  ☐ Attorney in Fact

☐ Trustee  ☐ Guardian of Conservator

☐ Other:

Signer is Representing: ____________________________

☐ Corporate Officer – Title(s): ____________________________

☐ Partner – ☐ Limited  ☐ General

☐ Individual  ☐ Attorney in Fact

☐ Trustee  ☐ Guardian of Conservator

☐ Other:

Signer is Representing: ____________________________

©2017 National Notary Association

ATTACHMENT 3-2
EXHIBIT "A"

LOT 5 IN BLOCK 5 OF RIVERSIDE TRACT, AS SHOWN BY MAP ON FILE IN BOOK 14 PAGE 668 OF MAPS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA;

EXCEPTING THEREFROM A 1/32ND INTEREST IN AND TO ANY AND ALL OIL, GAS, AND MINERAL RIGHTS, AS RESERVED TO GYPSie PRATER AND J.W. PRATER, IN DEED DATED OCTOBER 21, 1925 AND RECORDED NOVEMBER 17, 1925 IN BOOK 659 PAGE 8 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 302-080-006-1
RESOLUTION NUMBER XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 16-00015 TO BENEFIT ZONE 100, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 27, 2018

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of DPR 16-00015 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the “Benefit Assessment Act of 1982”, (the “Act”); and

WHEREAS, Markham Perris, LLC (the “Owner”) has presented signed petitions to the City Council requesting the annexation of DPR 16-00015 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the “Improvements”) which benefit properties within DPR 16-00015; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within DPR 16-00015; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex DPR 16-00015 to Benefit Zone 100, Flood Control Maintenance District No. 1.

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

Section 1. The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

Section 2. Maintenance of the improvements will be of direct benefit to parcels within DPR 16-00015 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled “Diagram of Annexation of DPR 16-00015 to Benefit Zone 100, Flood Control Maintenance District Number 1” on file in the office of the City Clerk of the City of Perris, California.
Section 3. At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer’s Report") pursuant to the Act, Government Code Section 53753 and Article XIIIID of the Constitution of the State of California, containing the following:

a. A description of the service proposed to be financed through the revenue derived from the benefit assessments.

b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor’s parcel number or Tract Map number shall be a sufficient description of the parcel.

c. The amount of the proposed assessment for each parcel.

d. The basis and schedule of the assessments.

e. Other such matters as the Assessment Engineer shall deem appropriate.

Section 4. On the 27th day of November, 2018, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

Section 5. The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer’s Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris City News, a newspaper of general circulation within the area of benefit. The notice shall be 1/8 of a page in size and contain the following information:

a. The amount of the assessment.

b. The purpose of the assessment.

c. The total estimated assessments expected to be generated annually.

d. The method and frequency for collecting the assessment.

e. The date, time, and location of the public hearing.

f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

Section 6. The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer’s Report by posting a copy of this resolution in three public places within the City of Perris.

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of
Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 8. That this City Council does hereby designate, Habib Motlagh, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018.

__________________________
Mayor, Michael M. Vargas

ATTEST:

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 9th day of October, 2018, by the following called vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  

______________________________  
City Clerk, Nancy Salazar
# CITY COUNCIL AGENDA SUBMITTAL

**Meeting Date:** October 9, 2018

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Perris Working Scholars Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUESTED ACTION:</td>
<td>To authorize the City Manager to execute the Memorandum of Understanding between the City of Perris, Study.com and Silicon Valley Community Foundation wherein Study.com will host a website where up to (150) individuals who live in the City of Perris can apply to earn their bachelor’s degree with all costs covered through funding from Silicon Valley Community Foundation, Study.com and other third-party contributions including Duke Realty’s $1,000,000 funding pledge to the City.</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Richard Belmudez, City Manager</td>
</tr>
</tbody>
</table>

**BACKGROUND/DISCUSSION:**

The proposed Perris Working Scholars Program is an innovative educational opportunity for City residents to achieve their Bachelor’s degrees. If approved, the program procedures and requirements will be administered by Study.com, under the proposed Memorandum of Understanding with Study.com, LLC and Silicon Valley Community Foundation (attached).

In February 2018, the City implemented Perris Scholars Program, pursuant to contract agreement between the City of Perris and Study.com for educational services, wherein Study.com provides online courses to City employees to obtain a Bachelor’s degree from Thomas Edison State University (TESU), an accredited non-profit university. With the success of the Perris Scholars Program, further developments recently lead to creating this educational opportunity to the Perris community. Under the proposed Working Scholars Program, Perris residents may participate in the same online bachelor degree program at no cost to the resident or the City. The cost of the Perris Working Scholars Program will be covered in part by the recent pledge of one million ($1,000,000) dollars contributed to the City by Duke Realty, as presented at the September 25 City Council meeting and further announced at the City Civic and Working Scholars Summit held on September 27, 2018.

The proposed Working Scholars Program will require the participants to work with a success coach to create a degree plan, take courses for credits through Study.com, transfer Study.com and all prior credits to TESU, and complete a capstone course to graduate with a bachelor’s degree. The program MOU does include pre-requisite requirements and eligibility guidelines, such as minimum age requirement of 18 years or older, possession of high school diploma or equivalent, current City of Perris residency, completion minimum of six (6) courses per year, and exclusion of any City of Perris employees. As initially
announced at the September 27 Summit, the program would allow for one hundred twenty (125) bachelor degrees to be earned by Perris residents who complete the entire program. However, through recent negotiations with Study.com, the City has increased the number of bachelor degrees to a total of one hundred fifty (150), to include an additional twenty five (25) seats, for military service members who live in Perris.

The total cost of the Perris Working Scholars Program will be funded through various funding sources, including the Silicon Valley Community Foundation and Duke Realty, in accordance with the program MOU. Overall, the Perris Working Scholars Program will be another pioneering program for the City and an excellent educational opportunity to the Perris community.

Staff respectfully recommends that the City Council approve the attached Memorandum of Understanding between the City of Perris, Study.com and Silicon Valley Community Foundation for the Perris Working Scholars Program educational service to the City community.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact to the General Fund for the Working Scholars Program.

Prepared by: Saida Amozgar, Human Resources and Risk Supervisor

Reviewed by: City Attorney: 
  Assistant City Manager: 
  Director of Finance: 

Attachment: Memorandum of Understanding (MOU) between the City of Perris, Study.com, LLC and Silicon Valley Community Foundation

Consent: October 9, 2018
MEMORANDUM of UNDERSTANDING

among

THE CITY OF PERRIS,

STUDY.COM,

and

THE SILICON VALLEY COMMUNITY FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING ("Understanding") is made as of the 9th day of October, 2018 by and among the City of Perris, 101 N. D Street Perris CA 92570 (hereafter referred to as "City"), Study.com, LLC, a limited liability company organized under the laws of the State of Delaware, having its principal office located at 100 View St., Suite 202, Mountain View, CA, 94041 (hereafter referred to as "Study.com"), and Silicon Valley Community Foundation ("SVCF"), a California nonprofit public benefit corporation having its principal office at 2440 West El Camino Real, Suite 300, Mountain View, CA 94040. Study.com’s Working Scholars Program is a fiscally sponsored program of SVCF.

RECITALS

WHEREAS, the City desires to promote and encourage responsive, respectful, and efficient opportunities to enhance the quality of life and safety for its multi-cultural community; and

WHEREAS, Study.com is a leader in making a quality college education more affordable. Study.com’s programs are intended to tackle the escalating cost of four-year college tuition and avoid students’ accumulation of substantial student debt.

WHEREAS, SVCF fiscally sponsors Study.com’s “Working Scholars Program,” which is more particularly described in Exhibit A hereto ("Program").

WHEREAS, Duke Realty has pledged to donate funding to SVCF for the implementation of the Program within the City of Perris, as further described in Exhibit A hereto, in the amount of $1,000,000.

WHEREAS, through the collaboration described herein among the City of Perris, Study.com, Duke Realty and the Silicon Valley Community Foundation, the parties propose to make Study.com’s Working Scholars Program available to those who live in Perris and to provide participants the opportunity to complete a bachelor’s degree for no cost and in a flexible online learning format that fits the busy life of a working adult.
NOW, THEREFORE, the parties hereto do hereby agree as follows:

TERMS

1. The recitals set forth above are incorporated herein by this reference.

2. Study.com will establish and operate its Working Scholar Program, as further described on Exhibit A hereto, in the City of Perris (the "Program"). Study.com will host a website where individuals who live in Perris can apply to earn their bachelor’s degree with all costs covered by funding from SVCF, Study.com and other third-party contributions including Duke Realty’s funding pledge to donate $1,000,000 to SVCF for the purpose of funding Study.com’s Program. Individuals who apply for and are accepted into the Program are hereinafter referred to as “Participants.” Participants shall have access to the features of the Program set forth in Exhibit A. Participants shall be subject to the standard terms and conditions of use set forth on Study.com’s website as in effect from time to time as well as any written agreements pursuant to which, for example, Participant consents to disclosure of Participant’s student records and/or consents to disclosure of Participant’s participation in the program. Study.com pledges to launch the Program as soon as practicable, with the aim of having the Program in operation by the end of 2018. Study.com shall notify each of the parties to this Understanding of the date of Program launch.

3. City agrees to work collaboratively with Study.com to optimize the success and effectiveness of the Program. Such steps may include, without limitation, providing a public endorsement of the Program and working to help promote the Program to eligible Participants in Perris. City may offer additional assistance to Participants in the discretion of the City. City will promote the Program through the following communications:

a) The issuance of one press release after the date of launch of the Program (content to be mutually agreed upon by the parties).

b) The establishment of a special landing page on the City of Perris’s Web site with a unique URL for the Program (content to be mutually agreed upon by the parties). Subject to any maintenance or service outages, such landing page shall be maintained starting on the date of Program launch and continue to be maintained as such until the Program is no longer provided by Study.com. However, notwithstanding the foregoing, the City in its sole and absolute discretion may remove such landing page from its Web site at any time.

c) The creation of marketing materials for distribution (as mutually agreed by the parties) in an amount to be determined at the City’s sole and absolute discretion, but not to exceed the City’s current fiscal year appropriated budget for this Program. The City in its sole and absolute discretion may elect to cease creating and/or distributing the marketing materials contemplated by this Section 3(c) at any time.
4. Other than as set forth in Section 3, the City shall not be required to provide any financial contribution to or otherwise provide any support to the Program. City acknowledges that Study.com intends to work with SVCF to seek additional Program funding as needed, and SVCF agrees to release the per Participant funding described in Exhibit A as Participants are admitted.

5. City and SVCF will provide Study.com with a depiction of their respective logos and approved text, and Study.com is authorized to use such logos and text for promotional purposes in furtherance of the Program, provided that the material has been previously approved by such parties in writing. Likewise, Study.com will provide City and SVCF with a depiction of its logo, and such parties are authorized to use such logo for promotional purposes in furtherance of the Program, provided that the material has been previously approved in writing by Study.com. No party shall use or display any trademark, trade name, service mark or other intellectual property of the other parties except as provided herein.

Notwithstanding the forgoing, each party may request that its logo or approved text no longer be utilized in furtherance of the Program by providing written notification to the parties to this Understanding. Upon receiving such a request, the other parties shall immediately cease the use of such logo or approved text, as the case may be.

6. Notwithstanding any section in this Understanding to the contrary, nothing in this Understanding shall require the City to carry out any of the activities described in Section 3 and Section 5 until Duke Realty has actually donated the full $1,000,000 in funding to SVCF for the purpose of funding Study.com’s Program as described in Recital 4 and Section 2. Upon receipt of Duke Realty’s donation of $1,000,000, SVCF and Study.com shall provide notice to the City as set forth in this Understanding.

7. This Understanding will enter into effect on the date of the latest signature set forth below ("Effective Date").

8. Study.com shall provide City with an annual report on the number of Participants in the Program as well as the progress and funding amounts of such Participants. Such annual report shall be provided by the ___ day of ______ of each year. Additionally, Study.com shall provide such other reasonably attainable information in the annual report as may be requested by City.

9. The parties acknowledge the existence of a confidential relationship among them. In order to carry out the purposes of this Understanding, the parties may exchange or otherwise access or come into possession of the other parties’ confidential business and Participant’s student information. The parties understand and agree that all information exchanged among them or otherwise accessed or obtained pursuant to this Understanding that is identified as “Confidential,” “Proprietary” or the like is strictly confidential, has been disclosed for business purposes only and must be maintained in strictly secure
conditions at all times. Each party hereto further agrees to make no other use of the other parties’ confidential information disclosed pursuant to this Understanding, to refrain from disclosing such confidential information to third parties, to make the confidential information available only to those employees or agents with a need to know, to inform all such employees and agents of the confidential nature of the confidential information and to require each such employee or agent to agree to retain such confidential information in confidence.

Notwithstanding the forgoing, the parties acknowledge and agree that any information submitted to the City pursuant to this Understanding may be subject to disclosure pursuant to applicable law, including, but not limited to, the California Public Records Act. Study.com and SVCF each knowingly and willingly waive all claims against the City and release the City from any liability that may arise from disclosures made pursuant to applicable law, including, but not limited to, the California Public Records Act (“Act”). Study.com and SVCF shall, to the fullest extent permitted by applicable laws, indemnify, hold harmless, release and defend the City, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants’ and attorneys’ fees and other defense expenses) and liabilities of any nature (“Losses”) that may be asserted by any person or entity, to the extent arising out of a third party’s request for disclosure of such materials under the Act. This indemnification obligation will continue to bind the Parties after the termination of this Understanding and shall be in addition to any other indemnification obligation provided in this Understanding.

10. CITY ACKNOWLEDGES THAT THE PROGRAM IS PROVIDED “AS IS.” STUDY.COM EXPRESSLY DISCLAIMS ANY ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL EITHER PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS UNDERSTANDING EXCEED TEN U.S. DOLLARS ($10).

11. Notice. Any notice or other communication any party desires or is required to give to any other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, as provided below:

To City:
Attention: City Manager
City of Perris
101 North “D” Street
Perris, CA 92570

To Study.com:
[INSERT CONTACT INFORMATION]

To SVCF:
Each party may change its address by notifying the other parties 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.

12. To the fullest extent permitted by law, Study.com and SVCF ("Indemnifying Parties") shall each indemnify, defend and hold harmless City, its officers, employees and agents 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 respective performance of this Understanding by the Indemnifying Parties, or by any individual or entity for which the Indemnifying Parties are legally liable, including but not limited to the officers, agents, employees or subcontractors of the Indemnifying Parties.

13. Study.com and SVCF ("Indemnifying Parties") shall procure and maintain, at their sole cost and expense, in a form and content satisfactory to City, during the entire term of this Understanding including any extension thereof, the following policies of insurance:

a. **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $1,000,000.00 or (ii) bodily injury limits of $1,000,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

b. **Worker's Compensation Insurance.** If applicable, a policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Indemnifying Parties and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Indemnifying Parties in the course of carrying out the work or services contemplated in this Understanding.

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 for bodily injury liability and property damage liability. Said policy shall include coverage for owned, non-owned, leased and hired cars.

The Indemnifying Parties shall cause their subcontractors to comply with all provisions related to insurance applicable to the Indemnifying Parties. 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, the Indemnifying Parties shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 13 to the City’s representative. No work or services under this Understanding shall commence until the Indemnifying Parties have 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.

The Indemnifying Parties agree that the provisions of this Section 13 shall not be construed as limiting in any way the extent to which the Indemnifying Parties may be held responsible for the payment of damages to any persons or property resulting from the Indemnifying Parties’s activities or the activities of any person or persons for which the Indemnifying Parties are otherwise responsible.

The insurance required by this Understanding 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 Indemnifying Parties are authorized to subcontract any portion of the work or services provided pursuant to this Understanding, the contract between the Indemnifying Parties and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Indemnifying Parties are required to maintain pursuant to this Section 13.

14. This Understanding and any dispute arising hereunder shall be governed by the substantive law of the State of California without regard to any conflicts of law principles. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Understanding shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and each party agrees to submit to the personal jurisdiction of such court in the event of such action.

15. This Understanding constitutes the entire Understanding among the parties hereto with regard to the subject matter hereof and supersedes all prior understandings and Understandings, whether written or oral. No amendment or variation of the terms of this Understanding shall be valid unless made in writing and signed by a duly authorized representative of each of the parties.

16. This Understanding may be executed in one or more counterparts (facsimile transmission or otherwise), each counterpart shall be deemed an original and all of which shall constitute but one Understanding.
17. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by any party, and each party shall be free to reinstate such term and condition without notice.

18. If any portion or provision of this Understanding shall be deemed invalid or unenforceable, the remainder of this Understanding shall not be affected thereby and shall remain valid and enforceable.

19. The terms of this Understanding 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 Understanding or any other rule of construction which might otherwise apply.

IN WITNESS WHEREOF, the parties hereto executed this Understanding effective on the date indicated above.

THE CITY OF PERRIS

STUDY.COM, LLC

Name: ____________________________  Name: ____________________________
Title: ____________________________  Title: ____________________________

Date ____________________________  Date ____________________________

ATTEST:

_________________________________
Nancy Salazar
Perris City Clerk

APPROVED AS TO FORM:

_________________________________
Eric L. Dunn
Perris City Attorney
EXHIBIT A

Description of Working Scholars Program for Perris

Working Scholars is a career mobility program that provides no-cost education to working adults. The program combines a bachelor’s degree program with career skills and financial literacy training delivered on Study.com’s flexible online platform.

Participants earn college credit through Study.com, earn a degree from Thomas Edison State University, and receive support from the community at large. Participants earn valuable skills along the way and work with a success coach to make sure they are on track.

Program Requirements

- Participants must live in the Working Scholars host city of Perris, CA
- Participants must be of eighteen (18) years of age or older
- Participants must possess a high school diploma or equivalent, at time of program registration
- Participants commit to completing one course every two months, or a minimum of 6 courses per year
- Participants may not be employed by the City of Perris, at the time of program enrollment and/or at any time during the course of the Working Scholars Program
- The Program will endeavor to reserve enrollment of up to twenty-five (25) seats to military employees who live in the City of Perris

Pricing Structure

Working Scholars will provide 150 total concurrent seats for the program at a cost of $4,000 per seat. For this amount, Study.com will ensure that Participants have the opportunity to complete up to 75% of their bachelor’s degree or 90 up to units. Each seat will be guaranteed for 1 year. Meaning, any Participant that does meet minimum requirements during and up to the one year mark will be replaced at no additional charge to program funds.

Upon completing all possible coursework on Study.com, Participants will be provided the opportunity to transfer and complete their coursework at Thomas Edison State University (TESU). The price to complete the remaining coursework at TESU will be $4,000 per participant.

How it Works

All program costs will be covered at no cost to Participants.

All Participant costs are covered by scholarships, employee tuition assistance, and grants, with primary program funding coming from SVCF via the Duke Realty designated grant described in
and Recital 4 and Section 2 of the Understanding. Scholarships are provided on a first come first serve basis and are available to any eligible individual who completes and meets the Program’s enrollment requirements.

**College credit are earned online and on the Participant’s own time**

Study.com offers over 200 flexible, online college courses that consist of a sequence of short, 5-minute video lessons that Participants can view on their phone, tablet, or computer. This allows Participants to study in five-minute bursts or for hours at a time. Learning on the go is made possible with the Study.com app, and Participants are able to set their own study schedule based on their needs. Expert instructors break down tough concepts with easy-to-understand examples and each video has a complete transcript so that Participants can learn the way that works best for them.

**Earn a degree you can use**

The Working Scholars Program offers degrees in Business Administration and Liberal Studies. Degree programs are flexible and Participants may be eligible to transfer previously earned credit, to make the most out of the work they have already completed.

**Support every step of the way**

Participants can work with a Study.com Success Coach who will guide them as they work towards their Bachelor’s Degree. Their Success Coach will assign each Participant their Study.com courses and will be their point of contact for all things related to the Working Scholars Program. They will endeavor to build a relationship with Participants and will seek to inspire Participants to do their best work. Once Participants have completed five courses with Study.com, their transcripts will undergo a preliminary evaluation so they know what their individual path may look like. A Study.com Success Coach will work with Participants from the time they enter the program through their eventual graduation.

**Study.com does not guarantee any specific performance of Participants with regards to pace of program completion or graduation as part of the program. As with all educational endeavors, the success of an individual is determined by the effort they are willing to put forth.**
### CITY COUNCIL
#### AGENDA SUBMITTAL

**Meeting Date:** October 9, 2018

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Approval of contract services agreement with Crane Architecture Group to prepare a master site plan for a portion of a City facility located on 227 North D Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUESTED ACTION:</td>
<td>City Council approval of a contract services agreement with Crane Architecture Group not to exceed $8,000 for the preparation of a master site plan for future administrative offices located at 227 North D Street</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Sabrina Chavez, Director of Community Services</td>
</tr>
</tbody>
</table>

**BACKGROUND/DISCUSSION:**

The proposed project is to convert a portion of a City facility that was formerly occupied by the Boys and Girls Club located at 227 North D Street, for additional administrative office space. Other portions of this City facility is currently occupied by the Perris Chamber of Commerce and the Code Enforcement Department.

Staff discussed this project with the Parks and Recreation Committee on September 18, 2018, and advised that additional administrative office space is needed for Community Services and NEOP (Nutrition Education Obesity Prevention) staff. Development Services staff may also need temporary office space, should the department receive grant funding to renovate their building.

The Community Services Department and NEOP staff are responsible for planning and coordinating special events and programs for the community throughout the year. NEOP staff would occupy existing offices, conference room, break room and storage space. The master site plan will be designed to convert existing large open areas with at least five (5) new offices, an administrative reception area, new conference room, new break room and expanded storage space for the Community Services Department.

Staff solicited Crane Architectural Group to provide a proposal to prepare a master site plan for the proposed project, with services to include site inventory, analysis, current floor plan, exterior elevations, concept site design, and an estimated total project cost. The total cost for the master plan is $8,000. It is recommended that the City Council, amend the CIP budget to create a new project; allocate $8,000 to the new CIP project; and approve a contract services agreement with Crane Architecture Group not to exceed $8,000 for the preparation of a master site plan for future administrative offices located at 227 North D Street.

**BUDGET (or FISCAL) IMPACT:**

Costs for professional contracting services requires City Council approval of a budget amendment in Fiscal Year 2018-2019, allocating a total amount of $8,000, from the General Fund to a new Capital Improvement Project Fund.
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

MASTER SITE PLAN FOR 227 NORTH D STREET

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of __________, 20__, by and between the City of Perris, a municipal corporation ("City"), and Crane Architectural Group, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by 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. 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.

1.2 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 of competent jurisdiction.

1.3 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.

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 eight dollars ($8,000.00) ("Contract Sum").

1.1 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. 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.

2.2

010060001/63668.01
SHORT FORM
CONTRACT SERVICES AGREEMENT
3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Richard Crane, Architect, 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 make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on Exhibit "A". 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.

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

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

(c) Automobile 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 General 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 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

4.2 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.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until __October 9, 2019__.

5.2 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 the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, 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 ensure 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.

6.2 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.

6.3 Conflict of Interest. 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, directly or indirectly, interested, in violation of any state statute or regulation. The 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. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 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.

6.5 **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.

6.6 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, 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 a writing signed by both parties.

6.7 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid 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 hereunder 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.

6.8 **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.

6.9 **Attorneys' Fees.** If either party to this Agreement is required to initiate, defend or make 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.

6.10 **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 Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ________________________________
   Eric L. Dunn, City Attorney

"CONSULTANT"
Crane Architectural Group, a [California corporation]

By: ________________________________
   Signature

Print Name and Title

By: ________________________________
   Signature

Print Name and Title

(Corporations require two signatures; one from each of the following: A. Chairman of Board, President, any Vice President; AND B. Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES

Conceptual Design for Grant & Funding Applications

- Existing site plan
- Existing floor plan
- Existing exterior elevation
- Concept site plan
- Concept floor plan
- Concept exterior elevations
- Estimated project cost
EXHIBIT "B"

SPECIAL REQUIREMENTS

[Insert or Attach]
EXHIBIT "C"

SCHEDULE OF COMPENSATION

The City agrees to compensate Consultant for the services outlined in Exhibit "A," which is $8,000. 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. Such invoice shall be in a form approved by the Director of Finance.
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 9, 2018

SUBJECT: Acceptance of irrevocable offer of dedication for Harley Knox right-of-way for public purposes.

REQUESTED ACTION: That the City Council adopt Resolution No. (next in order) accepting Donald Campbell’s irrevocable offer of dedication for the Harley Knox Right-of-Way project for public purposes.

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

As part of the Harley Knox widening project that was completed a few years ago, this was one of the properties where right-of-way dedication was necessary to complete the improvements. The irrevocable offer of dedication was never accepted by the City for this property. The property owner is in the process of selling the property and would like to clear the title. The Harley Knox widening project has been completed and this is only to formally accept the offer of dedication.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Clara Miramontes, Assistant City Manager

Reviewed by:

City Attorney: Eric Dunn
Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Attachments: Resolution and Certificate of Acceptance
Settle Agreement and Irrevocable Offer of Dedication

Consent Item: October 9, 2018
RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING DONALD DAVID CAMPBELL’S IRREVOCABLE OFFER OF
DEDICATION FOR PUBLIC PURPOSES

WHEREAS, pursuant to Government Code § 7050, David Donald Campbell, made an irrevocable offer of dedication to the City of Perris (“City”), attached hereto as Exhibit “A,” consisting of a fee simple interest in a portion of APN 294-220-013 located on the north side of Harley Knox Boulevard, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the “Offer”); and

WHEREAS, David Donald Campbell is the owner of APN 294-220-013 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City’s City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

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

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause this acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation and enforcement of this acceptance.

PASSED, APPROVED and ADOPTED, this ___ day of ___________, 2018.

__________________________
Mayor

ATTEST:

__________________________
City Clerk

01006-0072/426642.1
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  ss.  
CITY OF PERRIS  

I, __________________, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _________ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the ___ day of ______, 2017 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

___________________________
Nancy Salazar
Exhibit “A”

Donald David Campbell's Irrevocable Offer of Dedication

[on following pages]
EXHIBIT "A"

LEGAL DESCRIPTION
HARLEY KNOX BLVD. (OLEANDER AVENUE)

APN 296-220-013

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THE SOUTHERLY 14.00 FEET OF PARCEL 4 OF PARCEL MAP 10781 AS SHOWN BY A MAP ON FILE IN BOOK 52 OF PARCEL MAPS AT PAGE 63, IN THE RECORDS OF SAID RIVERSIDE COUNTY, SAID LAND IS SITUATED IN THE SOUTHWEST ONE-SHARP-OF-THE-SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 4 OF PARCEL MAP 10781, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARLEY KNOX BLVD. (FORMERLY OLEANDER AVENUE, 50.00 FOOT 1/2 WIDTH);

THENCE NORTH 00°25'38" EAST, 14.00 FEET;

THENCE NORTH 89°46'11" EAST ALONG A LINE THAT IS 64.00 FEET NORTHLY OF AND PARALLEL WITH THE CENTERLINE OF SAID HARLEY KNOX BLVD., 262.02 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;

THENCE SOUTH 00°25'38" WEST ALONG SAID EASTERLY LINE, 14.00 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTH 89°46'11" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 4, 262.02 FEET TO THE POINT OF BEGINNING.

CONTAINING A COMPUTED AREA OF 3668.3 SQUARE FEET, MORE OR LESS.

MARVIN L. LANCASTER, LS 6034
DECEMBER 28, 2009

26
Exhibit "B"

Certificate of Acceptance

[on following page]
CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the "Property" as defined in that certain Irrevocable Offer of Dedication, executed by Donald David Campbell, and consisting of a fee simple interest in the portion of Assessor’s Parcel Number ("APN") 294-220-013 located on the northerly side of Harley Knox Boulevard, in the City of Perris, County of Riverside, State of California, and hereby consents to the recodation thereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. ______________ adopted on ____________, 2018.

Dated: _______________, 2018

CITY OF PERRIS, a California municipal corporation

By: ____________________________

City Manager

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
Settle Agreement and Irrevocable Offer of Dedication - Harley Knox Right-of-Way Project
Title of Document

TRA: ______________

DTT: ______________
SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed as of September 17, 2010, by and between the CITY OF PERRIS, a municipal corporation (hereinafter "CITY"), and DONALD DAVID CAMPBELL (hereinafter "CAMPBELL"). Hereinafter the CITY and CAMPBELL shall be collectively referred to as the "PARTIES" and each individually as a "PARTY" and with reference to the following definitions and recitals:

RECITALS:

A. On April 16, 2010, the CITY mailed a Government Code § 7267.2 offer letter dated April 7, 2010 to CAMPBELL for the acquisition of fee interest in a portion of the property located at 1090 Harley Knox Boulevard in the City of Perris, County of Riverside, California, with Assessor Parcel Number 294-220-013, as described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by reference and certain Improvements Pertaining to Realty as defined by Code of Civil Procedure §1263.205 ("FEE INTEREST").

B. The City seeks to acquire the FEE INTEREST for the Harley Knox Boulevard Right-of-Way Project ("PROJECT"). The public purpose and use of the PROJECT is to expand the right-of-way for Harley Knox Boulevard.

C. The PARTIES desire to resolve all issues related to dedication of the FEE INTEREST by CAMPBELL to the CITY informally and enter into this Agreement, to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

NOW THEREFORE, in consideration of the covenants herein contained, and based upon the representations in the above Recitals, which are incorporated by this references into the terms of the Agreement, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows, in full and complete settlement of this matter:
AGREEMENT:

1. CAMPBELL dedicates the FEE INTEREST to the CITY for consideration of Sixty-One Thousand Dollars ($61,000). A copy of the Irrevocable Offer of Dedication is attached hereto as Exhibit “C” and CAMPBELL is to return a notarized executed copy of same to the CITY by September 20, 2010. CAMPBELL hereby waives any further rights to further compensation to the FEE INTEREST other than the compensation set forth herein.

2. CAMPBELL represents and warrants as a material term of this Agreement that CAMPBELL has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any claim disposed of by this Agreement and that CAMPBELL is the owner of the FEE INTEREST. In executing this Agreement, CAMPBELL further warrants and represents that none of the claims released by CAMPBELL hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

3. Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto, regardless of any claims or misrepresentations, promises made without the intention of performing them, mistakes of fact or law, or any other circumstances whatsoever, and under no circumstances shall any party be entitled to set aside this Agreement, either in whole or in part.

4. Except as provided herein, CAMPBELL, for himself and all of his successors, assigns, and agents, does hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims for fair market value beyond the settlement amount, claims to improvements pertaining to realty rights, costs, statutory interest, relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which CAMPBELL has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and
unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the acquisition of the FEE INTEREST.

5. Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge CAMPBELL and all of his successors, assigns, and agents from any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of CAMPBELL, and compensation of any nature whatsoever, which The CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the acquisition of the FEE INTEREST.

6. It is the intention and understanding of the PARTIES hereto that the Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to the FEE INTEREST. In connection with such compromise, waiver and relinquishment, the PARTIES acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the conveyance of the FEE INTEREST between the PARTIES on the subject matter of this instrument, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the PARTIES acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspects to exist in his favor at the time of
executing the release, which, if known by him, must have materially affected his settlement with the debtor."

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the Civil Code of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 9 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

CAMPBELL Representative's Initials: [Signature]

CITY Representative's Initials: [Signature]

OTHER TERMS AND PROVISIONS:

7.  **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. The PARTIES expressly agree that any disputes, disagreements or actions shall be venued with the Superior Court of Riverside County, State of California.

8.  **Integrated Agreement.** This Agreement contains the entire understanding and agreement between the PARTIES, and the terms and conditions contained herein shall inure to the benefit of, and be binding upon the PARTIES hereto. No other representations, or other prior or contemporaneous agreements, whether oral or written, respecting such matters not specifically incorporated herein shall be deemed in any way to exist or bind any of the PARTIES hereto.

9.  **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.
10. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall oblige, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

11. **Future Cooperation.** The parties expressly agree to execute documents, provide information, and to cooperate in good faith to effectuate the purpose of this Agreement.

12. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and shall constitute an agreement to be effective as of the date of signing. Further, signatures transmitted and memorialized by facsimile shall be deemed to have the same weight and effect as an original signature. The PARTIES may agree that an original signature will be substituted at some later time for any facsimile signature.

13. **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) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

14. **Invalid Clause May Be Severed.** If any provision, clause, or part of the Agreement is adjudged illegal, invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]
I have carefully read and fully understand, and hereby execute, this Agreement.

Date: 9-17-2010

[Signature]
Donald David Campbell

I have carefully read and fully understand, and hereby execute, this Agreement.

CITY OF PERRIS, a municipal corporation

[Signature]
Richard Belmudez, City Manager

ATTEST

[Signature]
Judy Haughtley, C.M.C.
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

[Signature]
SUNNY K. SOFTAN, ESQ.
Attorney for the CITY OF PERRIS

[END SIGNATURES]
EXHIBIT A

LEGAL DESCRIPTION

[on following page]
EXHIBIT "A"

LEGAL DESCRIPTION
HARLEY KNOX BLVD., (OLEANDER AVENUE)

APN 294-220-013

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THE SOUTHERLY
14.00 FEET OF PARCEL 4 OF PARCEL MAP 10781 AS SHOWN BY A MAP ON FILE IN
BOOK 52 OF PARCEL MAPS AT PAGE 63, IN THE RECORDS OF SAID RIVERSIDE
COUNTY, SAID LAND IS SITUATED IN THE SOUTHWEST ONE-QUARTER OF THE
SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST,
S.B.M., SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 4 OF PARCEL MAP
10781, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY
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WIDTH);

THENCE NORTH 00°25'38" EAST, 14.00 FEET;
THENCE NORTH 89°46'11" EAST ALONG A LINE THAT IS 64.00 FEET NORTHERLY OF
AND PARALLEL WITH THE CENTERLINE OF SAID HARLEY KNOX BLVD., 262.02
FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;
THENCE SOUTH 00°25'38" WEST ALONG SAID EASTERLY LINE, 14.00 FEET TO
THE SOUTHEAST CORNER THEREOF;
THENCE SOUTH 89°46'11" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 4
, 262.02 FEET TO THE POINT OF BEGINNING.

CONTAINING A COMPUTED AREA OF 3668.3 SQUARE FEET, MORE OR LESS.

MARVIN L. LANCASTER, LS 6854
DECEMBER 28, 2009
EXHIBIT B

LEGAL MAP

[on following page]
EXHIBIT C

IRREVOCABLE OFFER OF DEDICATION

[on following page]
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code 6103)

IRREVOCABLE OFFER OF DEDICATION

On this day of September 17, 2010, DONALD DAVID CAMPBELL hereby
irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation,
pursuant to the provisions of California Government Code Section 7050 for public street
and highway purposes, together with all right to construct and maintain utilities, sewers,
drains and other improvements consistent with the use as a public street and highway, fee
interests in portions of real property together with all improvements thereon, located in
the City of Perris, County of Riverside, State of California as more particularly described
on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference
incorporated herein.

[Signature]
DONALD DAVID CAMPBELL
ACKNOWLEDGMENT

State of California
County of Riverside

On October 19, 2010 before me, Judy L. Haughey, City Clerk
(here insert name and title of the officer)

personally appeared Richard Belmudez, City Manager

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. “D” Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code 6103)

IRREVOCABLE OFFER OF DEDICATION

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Drains and other improvements consistent with the use as a public street and highway, fee
interests in portions of real property together with all improvements thereon, located in
the City of Perris, County of Riverside, State of California as more particularly described
on Exhibit "A" and depicted on Exhibit "B" attached hereto and by this reference
incorporated herein.

Don D Campbell
DONALD DAVID CAMPBELL
The undersigned officer, on behalf of the City of Perris, a municipal corporation, consents to the hereinafore Irrevocable Offer of Dedication; provided, however, that this consent does not constitute acceptance of said Irrevocable Offer of Dedication at this time, but the City of Perris reserves all rights to accept said dedication at any time hereafter.

Dated: 10/19/2010

CITY OF PERRIS

By: [Signature]

Name: Judy L. Haughney, C.M.C.

Title: City Clerk
EXHIBIT A

LEGAL DESCRIPTION

[On Following Page]
EXHIBIT "A"

LEGAL DESCRIPTION
HARLEY KNOX BLVD. (OLEANDER AVENUE)

APN 294-220-013

IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING THE SOUTHERLY 14.00 FEET OF PARCEL 4 OF PARCEL MAP 10781 AS SHOWN BY A MAP ON FILE IN BOOK 52 OF PARCEL MAPS AT PAGE 63, IN THE RECORDS OF SAID RIVERSIDE COUNTY, SAID LAND IS SITUATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 WEST, S.B.M., SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 4 OF PARCEL MAP 10781, SAID POINT ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HARLEY KNOX BLVD. (FORMERLY OLEANDER AVENUE, 50.00 FOOT 1/2 WIDTH);

THENCE NORTH 00°25'38" EAST, 14.00 FEET;
THENCE NORTH 89°46'11" EAST ALONG A LINE THAT IS 64.00 FEET NORTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID HARLEY KNOX BLVD., 262.02 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL 4;
THENCE SOUTH 00°25'38" WEST ALONG SAID EASTERLY LINE, 14.00 FEET TO THE SOUTHEAST CORNER THEREOF;
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CONTAINING A COMPUTED AREA OF 3688.3 SQUARE FEET, MORE OR LESS.

MARVIN L. LACASTER, LS 6034
DECEMBER 28, 2009
EXHIBIT B

LEGAL MAP

[On Following Page]
State of California  

County of Riverside  

On 17, 2018 before me, DIANE STONE, a Notary Public, personally appeared DONALD DAVID CAMPBELL, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Seal:
### CITY COUNCIL
### AGENDA SUBMITTAL

**Meeting Date:** October 9, 2018

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<th>Community Workforce Agreement between the City of Perris, the San Bernardino/Riverside Building and Construction Trades Council, and the Signatory Craft Councils and Local Unions for Public Works Projects Exceeding $1,000,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUESTED ACTION:</td>
<td>That the City Council authorize and direct the City Manager to finalize and execute a Community Workforce Agreement with the San Bernardino/Riverside Building and Construction Trades Council and the Signatory Craft Councils and Local Unions.</td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Eric Dunn, City Attorney</td>
</tr>
</tbody>
</table>

**BACKGROUND/DISCUSSION:**

On September 26, 2017, the City Council approved the terms of a project labor agreement ("PLA") with the San Bernardino/Riverside Building and Construction Trades Council and the signatory unions for the Ethanac Road Street Widening Project. A PLA is a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a public works project. Due to the timing of the Ethanac Road project the PLA was not finalized or executed, and was not implemented for that project. The Trades Council has now proposed a community workforce agreement ("CWA") that will apply to all public works projects over $1,000,000.

The proposed CWA is an updated version of the previously-approved PLA and essentially mirrors the terms of the PLA with a few exceptions. The terms of the CWA apply to all contractors and subcontractors who successfully bid on Project Work and requires contractors to hire union workers. The Notice Inviting Bids will inform contractors that they will be bound by the CWA. Contractors who are awarded contracts for Project Work must sign a Letter of Assent before starting work.

The CWA will be used as a tool to target employment and training opportunities to local residents and veterans. One difference between the PLA and the CWA is in how the local hiring goals are structured. The PLA included a goal that 30% of the labor and craft positions be workers residing in the City and local areas (by zip code), and 10% be disadvantaged workers and/or veterans residing in the City or County. The CWA includes a goal that 30% of the total work hours be performed by workers residing in the City and...
local areas, as well as veterans, regardless of where the veterans reside. These provisions are contained in Section 3.5 of the CWA.

The CWA provides for the use of apprentices to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry and the obligations to capitalize on the availability of the local work force in the area served by the City.

The CWA is designed to ensure labor peace during project construction. The CWA provides that the unions will not encourage or participate in any strike, walk-out, slow-down, picketing, or other activity meant to disrupt Project Work.

The CWA does not change the contractor’s rights to plan, direct, and control operations of all work in the manner required by the contract documents for Project Work. The CWA also reserves the City’s management rights.

The draft CWA provides for a Joint Administrative Committee comprised of representatives from the City and representatives from the San Bernardino/Riverside Building and Construction Trades Council to monitor compliance with the CWA.

The attached CWA has a term of five (5) years and will apply to all public works projects exceeding $1,000,000 that are commenced during the five-year term.

The CWA is attached in draft form. Staff recommends that the City Council give appropriate direction to staff, and authorize and direct the City Manager to finalize and execute the CWA consistent with City Council’s direction. If there are any substantive changes to the CWA, the CWA will be brought back for further consideration.

BUDGET (or FISCAL) IMPACT:

Staff time and expense will be necessary for public works compliance purposes during construction with or without the CWA. It is difficult to ascertain how much additional City staff time CWA administration will entail during the course of the Project.

Reviewed by:

Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwin

Attachments: Community Workforce Agreement

Consent Item: October 9, 2018
COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF PERRIS

AND

SAN BERNARDINO/RIVERSIDE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS
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CITY OF PERRIS  
COMMUNITY WORKFORCE AGREEMENT  

This Community Workforce Agreement ("Agreement") is entered into effective as of _______, 2018, by and between the City of Perris, a municipal corporation ("City"), the San Bernardino/Riverside Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the City, the Contractors awarded contracts for Project Work and for the craftsmen employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The City, Trades Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the City, to the extent permitted by law, for all Project Work (as defined in Sections 1.9 and 2.2.) to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

It is further understood that the City shall actively administer and enforce the obligations of this Agreement, again to the extent permitted by law, to ensure that the benefits envisioned from it flow to all Parties, the Contractors and craftsmen working under it, and the residents of the City. The City shall therefore designate a "CWA Administrator," either from its own staff or an independent contractor, to serve as the City's liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

ARTICLE 1  
DEFINITIONS  

Section 1.1  "Agreement" or "CWA" means this Community Workforce Agreement.

Section 1.2  "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.

Section 1.3  "Construction Contract" or "Construction Contracts" means any contract entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4  "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has
entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Perris.

Section 1.6 "Joint Labor/Management Apprenticeship Program" means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, and Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as "Attachment A."

Section 1.8 "CWA Administrator" means the City’s authorized representative who will be the liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; charged with monitoring compliance with the CWA, developing and implementing programs set forth in the CWA including but not limited to grievance procedures.

Section 1.9 "Project", "Project Work" or "City Project" means the demolition and construction work to be performed on City property or within easements secured by the City consisting of the construction of public works, pursuant to a Construction Contract entered into by the City, that are estimated by the City to exceed One Million Dollars ($1,000,000), as determined by the City. Projects that are estimated by the City not to exceed $1,000,000 shall not be a Project, Project Work or City Project, and shall not be subject to this Agreement.

Section 1.10 "Specialty Contracts" means a contract for Project Work with a specialty contractor which is either limited to a particular single trade or craft or limited to a singular scope of work (i.e. installing a toilet.)

Section 1.11 "Master Labor Agreements" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.12 "Subscription Agreement" means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.
ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1  General   This Agreement shall apply to all of the City’s Project Work, as defined in Section 1.9, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2  Specific   Project Work covered by this Agreement is defined and limited to:

2.2.1  All construction and major rehabilitation work pursuant to “prime multi-trade construction contracts” that exceed one million dollars ($1,000,000) and all subcontracts flowing from these prime multi-trade contracts; and

2.2.2  All prime “Specialty Contracts,” as defined in Section 1.10 that exceed one million dollars ($1,000,000) and all subcontracts flowing from these specialty contracts; and

2.2.3  The City may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.

2.2.4  This Agreement is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the City’s right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the City remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement.

Section 2.3  Bundling of Contracts

2.3.1  The City, in its sole discretion, may seek to group (or “bundle”) for bidding, contracts not meeting the threshold of Section 2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

2.3.2  Project Work will not be intentionally split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4  Applicability   This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.
Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned or controlled and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the PLA. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.5.5 Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturers or vendor's warranties or guaranty;

2.5.8 Non-construction support services contracted by the City, City consultants, the CWA Administrator, or Contractor in connection with a Project;
2.5.9 Laboratory work for testing.

2.5.10 Coverage Exception This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The City agrees that it will make reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Awarding of Contracts for Project Work

2.6.1 The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.6.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in “Attachment A” hereto, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

2.6.3 Under all circumstances, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint
National Agreement for Instrument and Control Systems Technicians except that Article 9 dealing with Strikes, Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the appropriate Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on Project Work.

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3

01106.0001/504206.2 Community Workforce Agreement
Date: ____/____/_______

City of Perris
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor’s commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on any Project basis.
employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City’s policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of City Residents

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft “Local Residents” as defined herein, as well as Veterans, to fulfill the requirements of the Employers. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas, as well as Veterans, for Project Work. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified workers residing in those U. S. Postal Service zip codes which overlap all of the City of Perris, as set forth in “Attachment B” attached hereto, as well as Veterans, regardless of where they reside. If the Unions cannot provide the Contractors in the attainment of a sufficient number of Veterans and Local Residents from within the first tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral Local Residents residing within Riverside County.

3.5.2 A goal of 30% of the total work hours shall be performed from workers residing within the areas described in Section 3.5.1, as well as Veterans, regardless of where they reside.

3.5.3 The Unions agree to support the operation of pre-apprentice referral programs in the City. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents.

Section 3.6 Requirements on Contractors to facilitate the dispatch of Local Residents and Veterans, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as “Attachment C.” When Local Residents and Veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats
3.7.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.2 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on this Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

3.8.1 Contractors not currently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

3.8.2 The core work force is comprised of those employees whose names appeared on the Contractor’s active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade and who have been residing within Riverside County for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver’s license, voter registration, postal address and such
governmental documentation) evidencing the core employee’s qualification as a core employee to the CWA Administrator and the Trades Council.

Section 3.9 **Time for Referral** If any Union’s registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 **Lack of Referral Procedure** If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 **Union Membership** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable Master Labor Agreement for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 **Individual Seniority** Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; provided, however, that group and/or classification seniority in a Union’s Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 **Foremen** The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 **Out of State Workers** In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

**ARTICLE 4**

**UNION ACCESS AND STEWARDS**

Section 4.1 **Access to Project Sites** Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further
provided that such representatives shall notify the person charged with on-site project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

4.2.1 Each signatory Union shall have the right to dispatch a working journyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person’s duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee’s appropriate supervisor. Each steward should be concerned only with the employees of the steward’s Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS
Section 5.1  **Wages**   All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors directly signatory to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2  **Benefits**

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreement; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the CWA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3  **Wage Premiums**   Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

**ARTICLE 6**

**HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 6.1  **Hours of Work**   Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week’s work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein...
shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee’s assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day’s work for a fair day’s wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor’s scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days’ prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 Contractors, the Trades Council and the Union recognize the economic impact upon the City and City residents of the Project being undertaken by the City and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

6.4.3 Because of operational necessities, the second shift may, at the City’s direction, be scheduled without the preceding shift having been worked. It is recognized that the City’s operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the City’s bid specification, the Contractor shall give affected Union(s) at least three (3) days’ notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

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City of Perris
6.6.1 Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee’s normal shift.

6.6.3 When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor’s invocation of Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 **Meal Periods** The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Master Labor Agreement, and if he is so required, he shall be compensated in the manner established in the applicable Master Labor Agreement.

Section 6.8 **Make-up Days** To the extent permitted by the applicable Master Labor Agreement (MLA) determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

**ARTICLE 7**

**WORK STOPPAGES AND LOCK-OUTS**

Section 7.1 **No Work Stoppages or Disruptive Activity** The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The
Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 **Employee Violations** The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 **Standing to Enforce** The City, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 **Expiration of Master Labor Agreement** If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

7.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union’s interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Riverside County.

7.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee’s hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to
continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.

Section 7.5  **No Lockouts**  Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the City’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6  **Best Efforts to End Violations**

7.6.1  If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

7.6.2  If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The CWA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7  **Withholding of services for failure to pay wages and fringe benefits**

7.7.1  Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) Fails to timely pay its weekly payroll; or

(b) Fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.
7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 7.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify Fred Horowitz, or Louis Zigman, [Subject to Confirmation] who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure. If the permanent arbitrators are unavailable at any time, any one of the permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5 Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement
proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party’s right to participate in a hearing for a final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 8.2 The Plan

8.2.1 All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

8.2.2 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, [Subject to Confirmation] and the Arbitrator’s hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
Section 8.4  **Pre-Job Conferences**  As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5  **Resolution of Jurisdictional Disputes**  If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

**ARTICLE 9**

**MANAGEMENT RIGHTS**

Section 9.1  **Contractor and City Rights**  The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor’s rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work in the manner required by, and in compliance with, the contract document, including but not limited to, plans, specifications, and scope of work under contract;

- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

- (d) Discharge, suspend or discipline their own employees for just cause;

- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2  **Specific City Rights**  In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City’s rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

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City of Perris
(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements, and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City’s Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the CWA Administrator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through the CWA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor’s choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. The onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties

9.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer’s warranties, may dictate that it be prefabricated pre-piped and/or pre-wired and that it be installed under the supervision and direction of the City’s and/or manufacturer’s personnel. The Unions agree to install such equipment without incident to insure compliance with the specifications for the equipment being installed and to insure compliance with contract documents, including but not limited to, plans, specifications, and scope of work under contract.

9.4.2 The Parties recognize that the Contractor will initiate from time to time the use of
new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

9.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment The parties agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 10
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

10.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the CWA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

10.1.2 The CWA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

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Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the CWA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the CWA Administrator (with copy(ies) to the other Party(ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in “Attachment (D)” attached hereto, on a rotational basis in the order listed. The CWA Administrator shall notify the parties to the grievance of the date, time and location of the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.
(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3  Limit on Use of Procedures  The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4  Notice  The CWA Administrator (and the City, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the CWA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11
REGULATORY COMPLIANCE

Section 11.1  Compliance with All Laws  The Trades Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the City, the CWA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2  Prevailing Wage Compliance  All Contractors shall comply with the state laws and regulations. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3  Violations of Law  Should there be a finding by the City or a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the City, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), and in the absence of the Contractor or subcontractor remediating such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project work any subcontractor who is in violation of state or federal law.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY
Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the City or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Parties shall adopt the Substance Abuse Policy attached hereto as Attachment "E," which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help
prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 **Use of Apprentices**

14.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft’s work force (calculated by hours worked) at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards (“DAS”), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

14.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the CWA Administrator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice’s progress through the program in which he is participating.

14.2.4 All apprentices shall work under the direct supervision of a journeymen from the trade in which the apprentice is indentured. A journeymen shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeymen as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeymen in the apprenticeable occupation. Should a question arise as to a journeymen’s qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker’s qualification as a journeymen to the Trades Council.

**ARTICLE 15**

**WORKING CONDITIONS**

Section 15.1 **Meal and Rest Periods** There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees’ work location; however, there will be no organized coffee breaks.
Section 15.2 Work Rules The City, the CWA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16
PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate pre-job for such newly included work.

ARTICLE 17
LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 2.2(a) and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council. For voting purposes, only an equal number of City and Union representatives present may constitute a voting quorum.
Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The CWA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the City, the CWA Administrator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

01006.0001/504266.2 Community Workforce Agreement
Date: _____/_____/______ 29  City of Perris
ARTICLE 19
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration

21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.

21.1.2 This Agreement may be extended by written mutual consent of the City, as directed by the City Council and the signatory Unions for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

22.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

22.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required.
of a Contractor at the direction of the City pursuant to Section 22.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the CWA Administrator.

[This section intentionally left blank]

[Signatures on Next Page]

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF PERRIS

SAN BERNARDINO/RIVERSIDE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _______________ By: ________________________
Richard Belmudez, City Manager William J. Perez
Executive Secretary/Business Manager

ATTEST:

By: _______________________
Nancy Salazar, City Clerk

01066.0001/504206.2 Community Workforce Agreement
Date: __/__/_______ 31 City of Perris
APPROVED AS TO FORM:

Eric L. Dunn, City Attorney
SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Signatory Unions:
Page 1 of 2

Boilermakers Local 92: ________________________________

Bricklayers Local 4: ________________________________

Cement Masons Local 500: ____________________________

Drywall Finishers Local 1136/D.C. 36: ________________

Electrical Workers Local 440: _________________________

Glaziers Local 636: ________________________________

Heat & Frost Insulators: ______________________________

Iron Workers Local 416: ______________________________

Iron Workers Local 433: _____________________________

Laborers Local 300: _________________________________

Laborers Local 1184: ________________________________

Operating Engineers Local 12: _________________________

Plasterers Local 200: ________________________________

Plater Tenders 1414: _________________________________

U.A. Local 345: ________________________________

U.A. Local 364: ________________________________

Resilient Floor Local 1247/D.C. 36: ________________

Roofers Local 220: _________________________________

Sheet Metal Local 105: ______________________________

Road Sprinkler Fitters Local 669: _____________________
SAN BERNARDINO/RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Signatory Unions –
Page 2 of 2

Teamsters Local 166: ________________________________

Southwest Regional Council of Carpenters
ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Perris Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead]
CWA Administrator
City of Perris
101 North D Street
Perris, CA 92570
Attn: __________________________

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Perris Community Workforce Agreement effective __________, 2018, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_________________________] Name and Title of Authorized Executive

Contractor State License No.: ____________________________

Business Address: ______________________________________

Business Phone: ________________________________

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6 (b).]
ATTACHMENT B

FIRST TIER ZIP CODES (CITY BOUNDARY)
*Some Zip Codes shared with neighboring cities

ADD ZIP CODES
ATTACHMENT B – Continued

SECOND TIER ZIP CODES
REMAINDER OF RIVERSIDE COUNTY.

<table>
<thead>
<tr>
<th>Zip Code</th>
<th>City</th>
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ATTACHMENT C

CITY OF PERRIS
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Perris Community Workforce Agreement establishes a goal that 30% of the total work hours shall be from Veterans, regardless of where they reside, and workers residing: first, in those first tier zip codes which overlap all of the City of Perris, as attached hereto, second, residing within Riverside County. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # __________ Fax# ( ) ___________ Date: ________________
Cc: CWA Administrator
From: Company: ___________________________ Issued By: ___________________________
Contact Phone: ( ) __________ Contact Fax: ( ) ___________

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

<table>
<thead>
<tr>
<th>Craft Classification (i.e., plumber, painter, etc.)</th>
<th>Journeyman or Apprentice</th>
<th>Local Resident, Veteran or General Dispatch</th>
<th>Number of workers needed</th>
<th>Report Date</th>
<th>Report Time</th>
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</table>

TOTAL WORKERS REQUESTED = __________

Please have worker(s) report to the following work address indicated below:

Project Name: ___________________________ Site: ___________________________ Address: ___________________________
Report to: ___________________________ On-site Tel: ___________________________ On-site Fax: ___________________________

Comment or Special Instructions: __________________________________________________________

City of Perris
**UNION USE ONLY**

<table>
<thead>
<tr>
<th>Date dispatch request received:</th>
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<tbody>
<tr>
<td>Dispatch received by:</td>
</tr>
<tr>
<td>Classification of worker requested:</td>
</tr>
<tr>
<td>Classification of worker dispatched:</td>
</tr>
</tbody>
</table>

**WORKER REFERRED**

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date worker was dispatched:</td>
</tr>
<tr>
<td>Is the worker referred a: (check all that apply)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>JOURNEYMAN</th>
<th>Yes ____</th>
<th>No ____</th>
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</thead>
<tbody>
<tr>
<td>APPRENTICE</td>
<td>Yes ____</td>
<td>No ____</td>
</tr>
<tr>
<td>LOCAL RESIDENT</td>
<td>Yes ____</td>
<td>No ____</td>
</tr>
<tr>
<td>VETERAN</td>
<td>Yes ____</td>
<td>No ____</td>
</tr>
<tr>
<td>GENERAL DISPATCH FROM OUT OF WORK LIST</td>
<td>Yes ____</td>
<td>No ____</td>
</tr>
</tbody>
</table>
ATTACHMENT D

List of Neutral Arbitrators
[Subject to Confirmation]

Mark Burstein
Walter Daugherty
Fred Horowitz
Michael Prihar
Louis Zigman
ATTACHMENT “E”

SUBSTANCE ABUSE POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer’s job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement (“CWA”).

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

   a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be

01005.0001/504206.2

City of Perris
permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMMT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job.
Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union’s bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer’s payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union’s Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

   a. The entire jobsite must be tested, including any employee or subcontractor’s employee who worked on that project three (3) working days before or after the date of the test;

   b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

   c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

   d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

   e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found
unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee’s expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.
# Drug Abuse Prevention and Detection

## Appendix A

### Cutoff Levels

<table>
<thead>
<tr>
<th>Drug</th>
<th>Screening Method</th>
<th>Screening Level **</th>
<th>Confirmation Method</th>
<th>Confirmation Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcohol</td>
<td>EMIT</td>
<td>0.02%</td>
<td>CG/MS</td>
<td>0.02%</td>
</tr>
<tr>
<td>Amphetamines</td>
<td>EMIT</td>
<td>1000 ng/ml*</td>
<td>CG/MS</td>
<td>500 ng/ml*</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>EMIT</td>
<td>300 ng/ml</td>
<td>CG/MS</td>
<td>200 ng/ml</td>
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<td>Benzodiazepines</td>
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<td>CG/MS</td>
<td>300 ng/ml</td>
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<tr>
<td>Cocaine</td>
<td>EMIT</td>
<td>300 ng/ml*</td>
<td>CG/MS</td>
<td>150 ng/ml*</td>
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<td>Methadone</td>
<td>EMIT</td>
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<td>Methaqualone</td>
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<td>Opiates</td>
<td>EMIT</td>
<td>2000 ng/ml*</td>
<td>CG/MS</td>
<td>2000 ng/ml*</td>
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<td>PCP (Phencyclidine)</td>
<td>EMIT</td>
<td>25 ng/ml*</td>
<td>CG/MS</td>
<td>25 ng/ml*</td>
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<tr>
<td>THC (Marijuana)</td>
<td>EMIT</td>
<td>50 ng/ml*</td>
<td>CG/MS</td>
<td>15 ng/ml*</td>
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<tr>
<td>Propoxyphene</td>
<td>EMIT</td>
<td>300 ng/ml</td>
<td>CG/MS</td>
<td>100 ng/ml</td>
</tr>
</tbody>
</table>

* SAMHSA specified threshold

** A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry
SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 9, 2018

SUBJECT: Extension of Time No. 18-05254 for Tentative Tract Map 36797 located at the northeast corner of Wilson Avenue and Water Avenue. Applicant: Tom Mungari, Nova Homes.

REQUESTED ACTION: APPROVE a one-year Extension of Time (18-05254) for Tentative Tract Map 36797, until October 25, 2019 to subdivide 20 acres into 76 residential lots.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

On October 25, 2016, the City of Perris City Council approved Tentative Tract Map 36979 to subdivide 20 vacant acres into 76 residential lots, subject to the enclosed Conditions of Approval. The project site is located at the northeast corner of Wilson Avenue and Water Avenue (APNs: 300-190-001, -002, -003, and -004). The applicant is now requesting the first of five possible extensions, extending the expiration of time to October 25, 2019.

Pursuant to Section 18.12.090(a) of the municipal code, the approval or conditional approval of a tentative map shall expire 24 months (2 years) from the date the map was approved or conditionally approved by the City Council, which would have set an initial expiration date for the map to October 25, 2019.

If the subject Tentative Tract Map is not recorded 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, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner
Reviewed by: Kenneth Phung, Planning Manager
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Finance Director: Jennifer Erwin

Attachments: 1. Tract Map 36797 Exhibit Map
2. Conditions of Approval for Tentative Tract 36797

Consent: October 9, 2018
CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

CONDITIONS OF APPROVAL

Tentative Tract Map 36797
Planned Development Overly 15-05197
Zone Change 15-05198
General Plan Amendment 15-05199
Development Plan Review 15-00012

October 25, 2016

PROJECT: Development Plan Review 15-00012, Planned Development Overlay 15-05197, Zone Change 15-05198, General Plan Amendment 15-05199, and Tentative Tract Map 36797 is a proposal to subdivide existing vacant 20 acre parcel into 77 units gated community with two lettered lots. The applicant is also requesting a General Plan Amendment 15-05199 and Zone Change 15-05198 from R-20,000 to R-10,000, located at the northwest corner of Murrieta Road and Water Avenue. Applicant: Tom Mungari, Nova Homes.

*MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)
The Mitigation Monitoring and Reporting Program (MMRP) Checklist is attached to reduce potential traffic, noise, air quality, biological and cultural resource impacts, and shall be implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP. The applicant is required to meet all the mitigation measures as conditions of approval.

General Requirements:

1. **Mitigation Monitoring Program.** The project shall at all times comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) of the Mitigated Negative Declaration.

2. **Development Standards.** The project shall conform to all requirements of the City of Perris Municipal Code Title 19.

3. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the approved set of plans presented at the October 5, 2016 Planning Commission hearing, or as amended by these conditions and as approved by the City Council. Any deviation shall require appropriate Planning Division review and approval.

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

5. **ADA Compliance.** The project shall conform to all disabled access requirements in
accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).


7. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning TTM 36797, PDO 15-05197, ZC 15-05198, GPA 15-05199, and DPR 15-00012. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

8. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and underground plan available at: [http://www.cityofperris.org](http://www.cityofperris.org).

9. **Fish and Game Fee.** Within three (3) days of City Council approval, the applicant shall submit a check to the City Planning Division, payable to “Riverside County Clerk-recorder,” for a $2,260.25 for payment of State Fish and Game fees and County documentary handling fee. In accordance with Section 711.4 of the State Fish and Game Code, no project shall be operative, vested, or final until the filing fees have been paid.

10. **Engineering Conditions.** The project shall comply with all requirements of the City Engineer as indicated in the Conditions of Approval dated September 26, 2016.

11. **Class III Bike Lane.** A Class III bike lane shall be included per the Perris Trail Master Plan along Murrieta Road to all off-site improvement plans subject of the approval of Planning Division and City Engineer. A copy of the street improvement plans shall be submitted to the Planning Division.

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

13. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those
which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

14. **Mechanical Equipment.** All mechanical equipment, including air conditioning units, pool equipment, etc., shall be screened from the public right-of-way by a view obscuring fence, wall, or landscaping to the satisfaction of the Planning Division.

15. **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.

16. **City-Approved Waste Hauling.** The developer shall use only the City-approved waste hauler for all construction and other waste disposal.

17. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):

- 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.

An accounting of the project’s energy conservation measures shall be submitted to the Building Division, prior to application for Building Permits.

18. **Preliminary Water Quality Management Plan (PWQMP)** A Preliminary WQMP was prepared for the proposed project site. All P-WQMPs were determined to be in substantial compliance, in concept, with the Riverside County 2012 WQMP Manual requirements. The following two conditions apply:

a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations, and any subsequent amendments, revisions, or ordinances pertaining thereto.

b. The structural BMPs selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs including the lot specific LID design, extended detention basins, and landscaping. The Public Works Department shall review and approve the final WQMP text, plans and details.
Prior to Final Tract Map approval.

19. **Final Tract Map Approval.** Prior to issuance of grading permits, a final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer. No precise grading permit shall be approved prior to final tract map approval. The developer shall obtain the following clearances or approvals prior to Final Map Recordation:

   a. Verification from the Planning Division that all pertinent conditions of approval have been met, including any Development Plan Review approvals, as mandated by the Perris Municipal Code.

   b. Planning Commission approval of all proposed street names through a Street Name application.

   c. Any other required approval from an outside agency.

   d. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all actions required to complete such annexation prior to issuance of a Certificate of Occupancy. This condition shall apply only to districts existing at the time the project is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

      i. Landscape Maintenance District No. 1;
      ii. Flood Control Maintenance District No. 1;
      iii. Maintenance District No. 84-1;
      iv. North or South Perris Community Facilities Assessment District; and
      v. Transportation Uniform Mitigation Fee.

20. **CC&Rs and Homeowner’s Association.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals for any Covenants, Conditions, and Restrictions (CC&Rs) and Homeowner’s Association to the Department of Planning and Community Development and the City Attorney’s office. Approved CC&Rs shall be recorded with the final map. The CC&Rs shall include maintenance requires for all common open spaces area and parkways.

Prior to Issuance of Grading Permits

21. **Southern California Edison.** Prior to issuance of grading permits, the applicant shall contact the Southern California Edison (SCE) area service planner (951 928-8323) to complete the required forms prior to commencement of construction.

22. **Final Water Quality Management Plan (F-WQMP).** The applicant shall submit a final WQMP including, but not limited to, plans and details providing the elevations,
slopes, and other details for the proposed structural source control BMPs, vegetative swales, underground storm chamber and canopy cover for trash enclosure areas. The Public Works Department shall review and approve the final WQMP plans, and details.

23. **Floodway.** Prior to receiving a grading permit, no residential units shall not be developed within Floodway unless otherwise approved by FEMA. All building pads shall be a minimum of 12" inches and finished floors shall be elevated a minimum of 18 inches above the 100-year flood plain.

**Prior to Issuance of Building Permits**

24. **Building Plans.** All Planning, Public Works Administration, and Engineering Conditions of Approval shall be copied onto the approved building plans. Such conditions shall be annotated, directing the receiver to the sheet and detail(s) indicating satisfaction of the conditions. Also, the Mitigation and Monitoring Reporting Plan (MMRP) shall be listed and included with the "General Notes" on the construction drawings, and implemented in accordance with the timeline, reporting and monitoring intervals listed in the MMRP.

25. **Property Liens.** The applicant shall pay all liens owed to the city prior to the issuance of building permits.

26. **Phasing.** Prior to issuance of building permits, all phasing plans shall be reviewed and approved by the Planning Division, and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots.

27. **March Air Reserve Base.** Prior to building permit issuance, in accordance with conditions by the Airport Land Use Commission (ALUC), the following measures shall be implemented to address the project’s location within Airport Influence Area:

   a. Any outdoor lighting installed shall be hooded or shielded to prevent either the spillage of lumens or reflections into the sky. Outdoor lighting shall be downward facing.

   b. The following uses shall be prohibited:

      i. Any uses which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take of or toward an aircraft engage in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

      ii. Any use which would cases sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

      iii. Any use which would generate excessive smoke or water vapors or which
would attract large concentrations of birds, or which may otherwise affect a
safe air navigation within the area. (such uses include landscaping utilizing
water features, aquaculture, production of cereal grains, sunflowers, and row
crops, composting operations, trash transfer stations that are open on one or
more sides, recycling centers containing putrescible wastes, construction and
demolition debris centers, fly ash disposal and incinerators.)

iv. Any uses which would generate electrical interference that may be detrimental
to the operation of aircraft and/or aircraft instrumentation.

v. Residential care facilities, churches and religious institutions, convalescent
and senior home facilities, schools and educational institutions, childcare
facilities, and homes for the aged.

c. Prior to recordation of the final map, issuance of any building permits, or sale to
an entity exempt from the Subdivision Map Act, whichever occurs first, the
landowners shall convey and have recorded an aviation easement to the march
Inland Port Airport Authority, Contact March Joint powers Authority at (951)
656-7000 for additional information.

d. The Notice of Airport in Vicinity shall be provided to all prospective purchasers
of the property and tenants and/or lessees of the proposed buildings, and shall be
recorded as a deed notice.

e. Any proposed detention basins shall be designed so as to provide for a
maximum 48-hours detention period following the conclusion of the storm event
for the design storm (maybe less, but not more), and to remain totally dry between
rainfalls, Vegetation in and around the detention basin that would provide food or
cover for bird species that would be incompatible with airport operations shall not
be utilized in project landscaping.

f. March Air Reserve Base must be notified of any land use having an
electromagnetic radiation component to assess whether a potential conflict with
Air base radio communications could result. Sources of electromagnetic radiation
include radio waves transmission in conjunction with remote equipment inclusive
of irrigation controllers, access gates, etc.

g. The proposed residences must have sound attenuation features sufficient to reduce
interior noise levels from exterior aviation-related sources to no more than CNEL
40dB. The City of Perris shall require an acoustical study to ensure compliance
with this requirement.

28. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and
obtain approval from the Planning Division of a block wall/ fence plan. At a minimum,
this plan shall include the following items:
a. **Decorative Perimeter Walls.** The design of all 6’ foot high split-face block wall with decorative cap around the community shall include split-face block wall with stone veneer pilasters every 100’ feet.

b. **Reverse Frontages Perimeter Walls and Side Street Walls:** All reverse frontage walls along Wilson Avenue, Waters, and Lisbon shall be setback at least 5-feet from the sidewalk and shall be landscaped subject to LMD requirements. All interior side street lots shall be revised to provide the parkway in front of the wall in order to landscape with a combination of hardscape/landscape materials to be maintained by the HOA, except for lots 73 and 72. Lots 72 and 73 shall be revised to provide at least 5 –feet of landscaping in front of the wall behind the sidewalk on Street A, to be maintained by the HOA.

c. Six-foot high, decorative split face block wall shall be installed **along the perimeter of inside** the project site and side yard returns visible from the street. This shall include decorative stone veneer pilasters.

d. **Interior fencing (not visible from public view).** Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project.

e. **Height of Block Walls.** All split face walls shall not be higher than 6’ feet in height. If a combination wall exceeds 6’ feet, then a landscape berm or retaining wall is required to conceal the height of the wall.

f. **Detention Basins.** All enclosed detention basins or storm drain facilities shall have decorative wrought iron fencing with decorative pilasters every 50’ feet. If the detention basin abuts a residential property, a 6’ foot decorative block wall is required.

g. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract along Water Avenue. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.

h. **Graffiti.** Graffiti located on site shall be removed within 48 hours. All tract perimeter block walls shall be treated with a graffiti resistant coat.

29. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to
create disturbing excessive or offensive noise. If any deviations from the construction hours are deemed necessary, it first must be requested with the building inspector identifying why this must occur and the time frame it is needed along with necessary provision to mitigate noise impact. The approval of this request is subject to the review and approval of the Building Official.

b. Building Department Construction activity shall not exceed 80 dBA in residential zones in the City.

c. Construction routes are limited to City of Perris designated truck routes or otherwise approved by the Building Official.

d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.

f. Project applicant shall require contractor to provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors as practical to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

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

31. **Fees.** The developer shall pay the following fees according to the timeline noted.

Prior to the issuance of building permits, the applicant shall pay:

- a. Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre;
- b. Multiple Species Habitat Conservation Plan fees currently in effect;
- c. Current statutory school fees to all appropriate school districts;
- d. Any outstanding liens and development processing fees owed to the City;
- e. Appropriate City Development Impact Fees in effect at the time of development; and
- f. Appropriate Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.

32. **Landscaping Plans.** Prior to issuance of building permits, three (3) copies of Construction Landscaping and Irrigation Plans shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:
a. **Street Trees.** All street trees shall be 24-inch box size or larger, and planted a maximum of 30 feet on center within the parkway. Corner lots have three (3) street trees, minimum or one (1) street tree for every 30 lineal feet of street frontage.

b. **Parkway Landscape and Irrigation.** All parkways shall be provided with landscape and automatic irrigation.

c. **Front Yard Trees.** A minimum of two (2) fifteen (15) gallon front yard trees shall be provided for each residential lot.

d. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation. The detention basins shall provide minimum 24” inch box trees with shrubs or combination with ground cover. Perennial grass mix is prohibited.

e. **Slopes.** Slopes that are 3:1 or steeper and 4 feet or higher, shall have one approved tree for every 400 square feet, with 70% of trees 10 gallon sized, and 30% being 5 gallon sized. All slopes shall include automatic irrigation and erosion control fabric.

f. **Water Conservation.** Landscaping must comply with AB 325 for water conservation or other current policy or regulation at such time of development. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).

g. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.

h. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.

i. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the “Certificate of Compliance” to signify code compliance.

Prior to Issuance of Occupancy Permits:

33. **Disclosure Statements.** Developer shall record a disclosure on each lot and provide a disclosure to the purchaser of each lot that the project is within a dam inundation area and is subject to flooding in the event of a dam failure and shall provide an acknowledgement of this disclosure by each purchaser to the City. A similar disclosure shall be made in recognition of potential noise impacts from March Air Reserve Base and the avigation easement granted to the City of Perris and to the March Inland Port Airport Authority.

34. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning Staff shall verify that all Conditions of Approval have been met.
CONDITIONS OF APPROVAL

P8-1267
September 26, 2016
Tr. 36797 (Private Subdivision)

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

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit. Reference is made to Riverside County Flood Control letter dated August 30, 2016, the applicant shall comply with all the requirements as stated in this letter. In the case of conflict between the Flood requirements and those stated herein, the most stringent in the opinion of the City shall apply.

2. The project’s grading shall be in a manner to perpetuate existing drainage patterns, any deviation from this, concentration or increase in runoff must have approval of adjacent property owners. Drainage easements shall be obtained from effected property owners or if within this site, shall be shown on the final map. The applicant shall accept the offsite runoff and convey to acceptable outlet.

3. The incremental increase in runoff between developed and undeveloped state (100-year) and the nuisance runoff shall be retained within onsite private detention basin and/or drained to
adequate outlet as approved by City and pursuant to Riverside County Flood Control standards.

4. Onsite landscape basin(s) shall be designed in a manner to collect the onsite nuisance runoff in compliance with WQMP Standards.

5. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the lighting and landscape districts. The developer shall maintain all onsite landscaping, street lights, drainage facilities, and street improvements. The proposed offsite streetlights, landscaping, and all offsite drainage facilities shall be maintained by City and cost paid for by the property owners through annexation to lighting and landscaping districts. In the event RCFC does not maintain the proposed offsite drainage facilities, it shall be annexed to City’s Flood control District for maintenance. The applicant shall also be responsible to join the District for the maintenance of onsite drainage facilities, no fees other than the cost of one year maintenance shall be assessed unless the owner(s) fail to maintain the system. In this event, the City will continue the onsite annexation.

6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

7. Streetlights shall be installed along all perimeter streets adjacent to this site and all onsite streets as approved by City Engineer per Riverside County and Southern California Edison standards. Onsite streetlights shall be installed per City Standards however the maintenance cost is the responsibility of the owners.

8. This project is located within EMWD’s water and sewer service area. The applicant shall install water and sewer facilities as required by EMWD and Fire Department.

9. The applicant shall submit to City Engineer the following for his review:

   a. Street Improvement Plans
   b. Signing, Striping (on and offsite)
   c. Onsite Grading Plans, SWPPP, and Erosion Control Plan
   d. Water and Sewer Plans
   e. Drainage Plans, Hydrology and Hydraulic Reports
   f. Streetlight Plan
   g. Final WQMP

The project’s design shall be in compliance with EMWD and Riverside County Standards and coordinated with approved plans for adjacent developments.
10. All pads shall be graded to be a minimum of 1’ above 100-year calculated water surface or adjacent finished grade.

11. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans. Catch basins shall be installed at all intersections and driveways to eliminate nuisance runoff.

12. 6’ concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards (on and offsite). All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.

13. Construction of Master Planned Underground Drainage Facilities, Line A-D and connection to Perris Valley Channel will be required. Prior to start of design of these facilities, the applicant’s engineer shall meet with Flood Control to understand to design criteria established by Flood Control for such facilities. All such improvement plans and drainage reports shall be reviewed and approved by RCFC and City of Perris. Installation of catch basins and connection to Line A-D and other underground facilities at the intersection of all new driveways and all existing and proposed intersections along Wilson, Water, Murrieta, and Lisbon shall be required and installed to eliminate nuisance runoff from cross-gutters.

14. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to proposed master planned facilities.

15. Wilson Avenue from Water Avenue to northerly tract boundary along the east side shall be improved with 20’ of new paving and curb/gutter located 22’ east of centerline.

16. Water Avenue from Wilson to Murrieta Road along the north side shall be improved with minimum of 18’ new paving, curb/gutter located 20’ from centerline within 30’ half-width dedicated right-of-way.

17. Lisbon Street from Wilson to Murrieta Road along the south side shall be improved with minimum 18’ new paving and curb/gutter located 20’ south of centerline within 30’ half-width dedicated right-of-way. Lisbon Street same reach along the north side shall be improved with minimum of 15’ new paving within dedicated right-of-way.

18. Murrieta Road from Lisbon to Water Avenue along the west side shall be improved with minimum of 20’ new pavement, curb/gutter located 22’ east of centerline within 33’ half-width dedicated right-of-way.
19. Existing pavement, curb & gutter along all exterior streets may be acceptable to remain in place as determined by City Engineer and in this event, the pavement shall receive minimum of 2" grind/overlay.

20. All existing and new exterior intersections shall be improved and striped to accommodate a left turn / right turn pocket as determined by City.

21. Adequate signage/traffic calming/striping shall be installed throughout the site (on and offsite) as determined by City.

Habib Motlagh
Habib Motlagh
City Engineer
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: October 9, 2018

SUBJECT: Extension of Time No. 18-05252 for Tentative Tract Map 34260 located at the north side of Flame Avenue approximately 250-feet west of Redlands Avenue. Applicant: Dave Jeffers, David Jeffers Consulting, Inc.

REQUESTED ACTION: APPROVE a one-year Extension of Time (18-05252) for Tentative Tract Map 34260, until October 28, 2019 to subdivide 3 acres into 22 residential lots.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

On October 28, 2014, the City of Perris City Council (6 ayes and 1 absent) approved Tentative Tract Map 34260 to subdivide approximately 3.06 acres into 22 residential lots, subject to the enclosed Conditions of Approval. The project is located at the north side of Flame Avenue approximately 250-feet west of Redlands Avenue. The applicant is now requesting the City Council approve the third of five maximum allowed extensions of time, until October 28, 2019.

Pursuant to Section 18.12.090(a) of the municipal code, the approval or conditional approval of a tentative map shall expire 24 months from the date the map was approved or conditionally approved by the City Council, which would have set an initial expiration date for the map at October 28, 2016. In 2016 and 2017, the applicant obtained City approval of the first and second extensions of time, extending the expiration date to October 28, 2019. A summary of the applicant filed EOTs and state extensions are summarized below:

➢ **Original Approval Date**: October 28, 2014 – October 28, 2016 – Approved by City Council; start of initial 2 year life per subdivision map act.

➢ **First Extension**: October 28, 2016 – October 28, 2017 – EOT 16-05210 approved on November 29, 2016 by City Council

➢ **Second Extension**: October 28, 2017 – October 28, 2018 – EOT 17-05161 was approved on September 12, 2017 by City Council

If the subject Tentative Tract Map is not recorded 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, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner
Reviewed by: Kenneth Phung, Planning Manager
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Finance Director: Jennifer Erwin

Attachments:
1. Tract Map 34260 Exhibit
2. Conditions of Approval for Tentative Tract Map 34260

Consent: October 9, 2018
CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

FINAL CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP 34260

Revised Tentative Tract Map 34260 (12-02-0019) October 28, 2014

PROJECT: Proposal to amend a previously approved Tentative Tract Map 34260 to increase the number of lots from 15 to 22 lots to be more in line with the adjacent developments and allowable density; and Variance to allow up to a 22% reduction in minimum lot frontage for three (3) knuckle lots on a 3-acre parcel located on the north side of Flame Avenue approximately 250-feet west of Redlands Avenue. Applicant: Dave Jeffers, PRSRNG 15, LLC.

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

2. Final Map Submittal. A final map application shall be submitted to the Planning Division with payment of appropriate fees for review and approval concurrently with application to the City Engineer.

3. 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 MFR-14 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.

4. Administrative Development Plan Review. Homes for Tentative Tract Map 34260 will be subject to review and approval of the Planning Division through the Administrative Development Plan Review process and presented before the Planning Commission as a consent calendar item for informational purposes prior to final approval. The three Variance lots (i.e. lots 6, 7 & 8) in particular will be subject to an increase front yard setback of 20-feet instead of the minimum 15-feet. Also, all garage doors will need to include decorative glass window and architectural enhancement trims over the garage doors to dress the elevation appearance.

5. City Engineer. The proposed project shall adhere to the requirements of the City Engineer as indicated in the Conditions of Approval dated July 16, 2014.
CITY OF PERRIS
HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-944
September 5, 2006, Revised July 16, 2014
Tr. 34260 (POS 0439)
David Jeffers Consulting, Inc.

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 Engineer's 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 right-of-way if required shall be constructed within dedicated drainage easements.

   b. 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.
c. 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 from cross-gutter shall be installed and connected to existing storm drain facilities at intersection of Flame Avenue with Street “A” (northeast & northwest corners).

d. A detailed hydrology report and hydraulic calculation shall be submitted to the City for review and approval. The report shall address the offsite flow, accumulative onsite runoff and the impact to adjacent downstream properties.

e. All grading and drainage improvements shall comply with NPDES and Best Management Practices. Erosion control plans shall be prepared and submitted to Water Quality Board and the City as part of the grading plans.

2. Sufficient right-of-way along Orange Avenue shall be dedicated to provide for 50’, ½ width dedicated right-of-way. Existing improvements along Orange Avenue curb, gutter and sidewalk shall be cleared from weeds and any damaged improvements to be removed and replaced to the satisfaction of the City Engineer. Existing pavement along Orange Avenue (south side) from westerly tract boundary to easterly tract boundary shall be 0.15’ grind and overlay.

3. Sufficient right-of-way along Flame Avenue from westerly tract boundary to easterly tract boundary shall be dedicated to provide for 30’, ½ width dedicated right-of-way. Existing pavement along Flame Avenue (north side) from westerly tract boundary to easterly tract boundary shall be reconstructed as directed by the City Engineer due to utility connections.

4. Signage and striping shall be provided on all interior and exterior streets.

5. Street “A” shall be improved with concrete curb, gutter, and paving located 20’ from either side of centerline located within 60’ full-width dedicated right-of-way and to provide for future easterly extension.

6. Streetlights shall be installed along Flame Avenue, Orange Avenue, and Street “A” as approved by the City Engineer per Riverside County and Southern California Edison standards.

7. 6' wide concrete sidewalk shall be installed throughout this project.
8. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department’s requirements.

9. Prior to issuance of any permit, the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance, and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-month advanced energy charges for streetlights. All storm drain facilities including basins, catch basins, and pipes shall be annexed to Flood Control District.

10. Additional pavement improvements shall be provided along all perimeter streets due to utility trenches as determined by City Engineer.

11. On and offsite street, drainage, water, sewer, striping, signing, streetlight, grading, and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer’s office for review and approval.

12. The street design and improvement concept of this project shall be coordinated with the adjacent projects.

13. All pads shall be graded to be minimum 12” above the higher of the 100-year calculated water surface elevation or adjacent existing grade.

14. Proposed sump conditions adjacent to Lot 12 shall be revised to drain Street “A” to Flame Avenue.

15. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

16. Catch basins and minimum 18” RCP at intersection of “A” with Flame shall be installed to eliminate nuisance runoff from the cross gutter.

17. A note shall be placed on final map to advise the future homeowners of extension of Street “A” to the easement.

Habib Motlakh
Habib Motlagh
City Engineer
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. **Southern California Edison.** Prior to issuance of building permits, the applicant shall contact the area service planner (951 928-8323, Art Alvarado) for Southern California Edison (SCE) to complete the required forms prior to commencement of construction.

8. **Mitigation Monitoring Program.** The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program.

9. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the Val Verde School District.

10. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California Title 24, and Federal Americans with Act (ADA).

11. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.

12. **Compatibility with March Air Reserve Base (March ARB).** The project is located in March ARB Airport Influence Zone II and shall, therefore, comply with the following measures:
   
a. The project shall provide an executed avigation easement to the March Joint Powers Authority as a condition of project approval. Avigation easement forms are available on the March Joint Powers Website, [www.marchipa.com](http://www.marchipa.com). Instructions for the submittal of an executed easement are available on the website.

b. Any model home complex used in conjunction with the sale of homes shall prominently identify the location of the March Air Reserve Base on an aerial photo clearly visible to prospective buyers within the model home complex sales office. The model home complex shall also display a “Notice of Airport in Vicinity” disclosure in an area clearly visible and in a manner that is clearly legible to prospective buyers.

**NOTICE OF AIRPORT IN VICINITY**

"This property is presently located in the vicinity of an airport, within what is
known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyance, if any are associated with the property before you complete your purchase and determine whether they are acceptable to you”.

c. Buyers shall also be provided the “Notice of Airport in Vicinity” disclosure at the time of closing for the purchase of a home or residential lot.

e. Upgraded Sound Insulation. The applicant shall offer an optional sound insulation package (e.g., upgraded doors, windows, insulation, baffles, etc.) for homebuyers who have considered potential noise impacts from March ARB and future traffic, and wish to purchase additional sound attenuation materials. The upgraded sound insulation package is voluntary and any costs shall be borne by the purchaser. Each optional measure shall be in addition to any sound mitigation measures otherwise required to meet City of Perris standards for residential land use.

f. Prohibited Uses:

1. Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.

2. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.

3. Any use which would generate excessive smoke or water vapor, attract large concentrations of birds, or otherwise affect safe air navigation in the area.

4. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

5. Any use involving the storage of dangerous quantities of explosives or hazardous materials.


13. Disclosure Statements – Dam Inundation Area and March Air Reserve Base. Developer shall record a disclosure and provide a disclosure to the purchaser of each unit
regarding the project’s location in a dam inundation area, and regarding potential noise impacts from March Air Reserve Base and the avigation easement granted to the City of Perris and to the March Air Reserve Base. Each disclosure shall be recorded prior to prior to Final Map.

14. **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; and,

   c. Any other required approval from an outside agency.

15. **Plans and CC&Rs.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:

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

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

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

16. **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.

17. **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 be maintained in accordance with Section 19.70 of the City Code. Use of water efficient fixtures and drought tolerant plants is encouraged. Additional landscape requirements include that front-yard landscaping and irrigation shall be provided for all lots, and landscaping, irrigation, and street trees along all arterial and collector road abutting the project. All slopes greater than two (2) feet in height shall be landscaped and irrigated. The landscaping shall be consistent with the conceptual landscape plan. The following shall apply:

a. **BMPs for Water Quality.** All BMPs (vegetated swales, detention basins, etc.) shall be indicated on the landscape plans with appropriate planting and irrigation (except of detention basins).

b. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. See Chapter 19.70 (cityofperris.org) for water conservation calculations (MAWA).

c. **Maintenance.** All required landscaping shall be maintained in a viable growth condition.

d. **Irrigation Rain Sensors.** Rain sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.

e. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for final landscape inspection after all the landscaping and irrigation have been installed and is completely operational. Before calling for final inspections a "Certificate of Compliance" form shall completed and signed by the designer/auditor responsible for the project, and this form must be submitted to the project planner. The project planner will need to sign off on the “Certificate of Compliance” to signify code compliance.

18. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a block wall/vinyl fence plan. At a minimum, this plan shall include the following items:

a. A six-foot high slump stone/split face block wall with pilaster columns spaced approximately every 50-feet along Orange Avenue.

b. A six-foot tall concrete block wall shall be provided along the interior east property line.

c. The detention basin lots shall be screened by landscaping, trees and a low wall with wrought iron above to secure the facility.

d. Six-foot high, u.v. protected vinyl fence on side and rear property lines interior to the project. Split-face block walls shall be used for all returns between residences and along side yards adjacent to a street.

19. **Graffiti.** Graffiti located on site shall be removed within 72 hours. The site shall be maintained in a graffiti-free state at all times.

20. **Utilities.** All utilities such as cable TV and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-
of-ways) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger. All utility facilities attached to buildings, including meters and utility boxes, shall be painted to match the wall of the building to which they are affixed. These facilities shall also be screened from the public right-of-way by landscaping.

21. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Official, and painted according to the approved paint palette.

22. **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.

23. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.

24. **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.

25. **Assessment Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the issuance of a certificate of occupancy. This condition shall apply only to districts existing at the time the Conditional Use Permit is approved. Such districts may include but are not limited to the following:

   a. Landscape Maintenance District No. 1;
   
   b. Flood Control Maintenance District No. 1 (may include Streets);
   
   c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
   
   d. North Perris Public Safety Community Facilities District (Police and Fire); and Ramona Mobility Group District (Transportation Improvements).

26. **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 Multi-Species Habitat Conservation Plan fees in effect at that time;

d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;

e. The applicant shall pay any outstanding development processing fees.

f. The applicant shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the issuance of building permits.

27. Construction Practices. To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.

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

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

d. Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, transportation of cut or fill materials and construction phases to prevent dust from leaving the site and to create a crust after each day's activities cease. At a minimum, this would include wetting down such areas in the later morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

28. 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, concerning Mitigated Negative Declaration 2309, Tentative Tract Map 34260 (#12-02-0019) and Variance 13-05-0008. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

29. City-Approved Waste Hauling. The developer shall use only the City-approved waste hauler for all construction and other waste disposal.

30. Dog Park in Detention Basin. City staff will evaluate the viability of a dog park in one of the two detention basins. If the a dog park is a viable, then a plan will be developed to include amenities such as a dog run, benches, doggie crawl, etc.
SUBJECT: Consider Adoption of Resolutions of Necessity to Acquire Interests for the Widening of Nuevo Road and the Replacement of Nuevo Road Bridge

REQUESTED ACTION: (1) That the City Council hold a public hearing on the proposed Resolutions of Necessity and (2) adopt the Resolutions of Necessity authorizing the commencement of eminent domain actions to acquire slope easements and/or sewer easements in portions of APN 320-430-005 and APN 320-430-018, ("Interests")

CONTACT: Eric L. Dunn, City Attorney

BACKGROUND/DISCUSSION:

Acquisition of the Interests (See Exhibits to proposed Resolutions) is necessary for the widening of Nuevo Road between Wilson Avenue and Evans Road and the replacement of Nuevo Road Bridge at the Perris Valley Storm Drain Channel ("Project"). A written offer was presented to each of the Owners of Record ("Owners"), as required by California Government Code Section 7267.2. The Owners have not accepted the offers made by the City or presented counter offers, and consequently, negotiated agreements have not been reached. The Interests are necessary for the City to proceed with the Project. Therefore, staff recommends the City Council authorize the acquisition of the Interests through eminent domain.

In accordance with California Code of Civil Procedure Section 1245.235, the City has prepared and mailed notice of this hearing to the Owners informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Interests are necessary for the Project; (4) whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or has not been made because the owner cannot be located with reasonable diligence; and (5) whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

While a hearing on a resolution of necessity is often referred to as a public hearing, the only notice required is 15 days notice by regular mail to the property owner. No published notice is required.

The affirmative vote of two-thirds of all the members of the City Council is required to adopt the Resolutions of Necessity.

COMPLIANCE WITH CEQA

Acquisition of easements by a public agency for the widening of Nuevo Road and the replacement of Nuevo Road Bridge is a discretionary action subject to the California Environmental Quality Act ("CEQA").

Planning Division staff have reviewed the Project and have concluded it is exempt from CEQA because it will not have a significant effect on the environment.
Based on the Initial Study, Mitigated Negative Declaration No. 2311 ("MND") was prepared for the Project pursuant to CEQA, finding that the Project will not have a significant effect on the environment. The MND was approved by City of Perris Development Services Department on May 18, 2015. Accordingly, Planning Division staff filed a Notice of Determination with the Riverside County Clerk on May 19, 2015, pursuant to Section 21152 of the California Public Resources Code (CEQA).

EVIDENCE IN SUPPORT OF THE FINDINGS IN THE RESOLUTIONS

Public acquisition of private property and easements by eminent domain for public streets and right-of-way is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Pursuant to California Code of Civil Procedure Section 1240.030, the power of eminent domain may be exercised to acquire property or easements for a proposed project only if all of the following are established:

(a) The public interest and necessity require the project.

(b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the project.

In addition, a resolution of necessity must include a finding that the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Nuevo Road starts from the I-215 in the City of Perris and extends east into the City of Nuevo. Currently, Nuevo Road consists of two lanes from Wilson Avenue to Evans Road. The Project will expand Nuevo Road to its full width (as contemplated in the Circulation Element of the City’s General Plan) of 128 feet from Wilson Avenue to approximately 450 feet east of the Perris Valley Storm Drain Channel and replace the Nuevo Road Bridge at the Perris Valley Storm Drain Channel. The Project will improve traffic safety and emergency vehicle response times.

The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Nuevo Road is part of the City’s General Plan and Circulation Element. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Nuevo Road would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

The Interests proposed to be acquired are in the following APNs:

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<th>APN</th>
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<td>320-430-005</td>
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The Interests are only the portions of the properties the City needs at the present time. Acquisition of a larger portion of either of the above listed APNs at this time would affect improvements on those properties without any present benefit to the public or the property owners.

The acquisition of the Interests is necessary for the Project because, without the Interests, the Project cannot be constructed.

The City of Perris made offers to the owners of the Interests on the following dates:

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<th>APN</th>
<th>Date of Offer</th>
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<tr>
<td>320-430-005</td>
<td>July 30, 2018</td>
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<tr>
<td>320-430-018</td>
<td>July 30, 2018</td>
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</table>

REQUIRED FINDINGS AND SUPPORTING EVIDENCE

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Interests by eminent domain and adopt the proposed Resolutions of Necessity (Attachments “A” and “B”). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) the public interest and necessity require the Project; (b) the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (c) the Interests are necessary for the Project; and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

If this action is approved by the City Council, the City Attorney will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Interests by eminent domain. Counsel will also be directed to seek and obtain an order of Prejudgment Possession in accordance with the provisions of the eminent domain law.

BUDGET (or FISCAL) IMPACT:
The cost of acquisition of right of way and construction of the Project will be funded with TUMF and local transportation funds.

Reviewed by:

City Attorney  X  

01006.010/502325.2
Attachments:

A. Resolution of Necessity for APN 320-430-005
B. Resolution of Necessity for APN 320-430-018

Consent:
Public Hearing: X
Business Item:
Other:
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF INTERESTS IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 320-430-005

WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the “Project” for which the real property described herein is to be acquired is the Nuevo Road Bridge Project, which generally consists of the widening of Nuevo Road between Wilson Avenue and Evans Road to the full width of 128 feet as provided in the Circulation Element of the City’s General Plan and the replacement of Nuevo Road Bridge at the Perris Valley Storm Drain Channel (referred to herein as the “Project”); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire a permanent slope easement and a permanent sewer easement (hereinafter the “Interests”) in a portion of certain privately-owned real property located on the northeast corner of Nuevo Road and Murrieta Road, west and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, Assessor’s Parcel No. 320-430-005; and

WHEREAS, the portion of the property in which the City seeks to acquire the permanent slope easement is described in Exhibit “A-1” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B-1” which is incorporated by this reference (hereinafter the “Property”); and

WHEREAS, the portion of the property in which the City seeks to acquire a permanent sewer easement is described in Exhibit “A-2” which is attached hereto and incorporated by this
reference, and depicted on the diagram attached hereto as Exhibit "B-2" which is incorporated by this reference; and

WHEREAS, on or about July 30, 2018, the City made a written offer to the record owners of the Property to acquire the Interests for an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the Property have not accepted said offer or otherwise conveyed the Interests to the City as of the date of this Resolution; and

WHEREAS, on September 24, 2018, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interests in certain real property identified as Assessor’s Parcel No. 320-430-005 (a copy of which is attached hereto as Exhibit “C” and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on October 9, 2018, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
(c) Whether the Interests proposed to be acquired are necessary for the Project;
(d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
(e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interests have been met; and
WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interests in the Property for the stated purposes; and

WHEREAS, the City of Perris Development Services Department approved Mitigated Negative Declaration No. 2311 for the Project on May 18, 2015; and

WHEREAS, the Planning Division has determined the Project for which the Easements are being acquired is exempt from the California Environmental Quality Act pursuant to the Notice of Determination filed with the Riverside County Clerk on May 19, 2015.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the September 25, 2018 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The permanent slope easement to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor’s Parcel No. 320-430-005, comprising a total of 1,500 square feet, and is described in Exhibit “A-1” and depicted in Exhibit “B-1”. The permanent sewer easement to be acquired is located at the southeast corner of the Property, comprising a total of 6,495 square feet, and is described in Exhibit “A-2” and depicted in Exhibit “B-2”.

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Nuevo Road starts from the I-215 in the City of Perris and extends east into the City of Nuevo. Currently, Nuevo Road consists of two lanes from Wilson Avenue to Evans Road. The Project will expand Nuevo Road to its full width of 128 feet as provided in the Circulation Element of the City’s General Plan from Wilson Avenue to approximately 450 feet east of the Perris Valley Storm...
Drain Channel and replace the Nuevo Road Bridge at the Perris Valley Storm Drain Channel. The Project will improve traffic safety and emergency vehicle response times.

**Section 4.** The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Nuevo Road is designated as a Primary Arterial in the Circulation Element of the City’s General Plan. The Project only requires acquisition of land and other real property interests to accomplish the objectives set forth in the Circulation Element. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Nuevo Road would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

**Section 5.** The acquisition of the Interests is necessary for the Project because without the Interests, the Project cannot be constructed. The Interests are part of the ultimate width of Nuevo Road. Acquisition of the Interests is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

**Section 6.** The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated July 30, 2018, and the owner of record of the Property has not accepted the City’s offer.

**Section 7.** The City hereby declares its intent to acquire the Interests in a portion of the Property described in Exhibit “A-1” and Exhibit “A-2” in the City’s name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interests described herein and the Project have been complied with by the City.

**Section 8.** The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interests in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain
any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this 9th day of October, 2018.

__________________________
MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

__________________________
NANCY SALAZAR
CITY CLERK
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE )  
CITY OF PERRIS  

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. ______________________ was adopted by the City Council of the City of Perris at a regular meeting held on the 9th day of October, 2018, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
NANCY SALAZAR
CITY CLERK
EXHIBIT “A-1”

LEGAL DESCRIPTION FOR SLOPE EASEMENT
EXHIBIT “A”
SLOPE EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 8179, FILED IN BOOK 36, PAGE 44 OF PARCEL MAPS, SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 320-430-005, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 433 FEET OF THE SOUTH 15 FEET OF SAID PARCEL 3.

THE ABOVE DESCRIBED EASEMENT CONTAINS 6,495 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT “B”, ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

[Signature]
WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/14/17

Reference: Preliminary Title Commitment Parcel: 8
EXHIBIT "A"
SEWER EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 8179, FILED IN BOOK 36, PAGE 44 OF PARCEL MAPS, RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 320-430-005, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 60 FEET OF THE SOUTH 40 FEET OF SAID PARCEL 3.

THE ABOVE DESCRIBED EASEMENT CONTAINS 2,400 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

[Signature]

WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/18/17

Reference: Preliminary Title Commitment Parcel: 8
EXHIBIT "R-1"

PLAT FOR SLOPE EASEMENT
EXHIBIT “A-2”

LEGAL DESCRIPTION FOR SEWER EASEMENT
EXHIBIT “A”
SEWER EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT LAND, BEING A PORTION OF GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 8, 1953 IN BOOK 1470, PAGE 204 OF OFFICIAL RECORDS OF SAID COUNTY AND STATE;

ALSO KNOWN AS A.P.N. 320-430-018, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 60 FEET OF THE NORTH 30 FEET OF THE SOUTH 94 FEET OF SAID LAND.

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,500 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT “B”, ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

WM. STEPHEN CALKINS, P.L.S. 6890  
DATE: 7/3/17

Reference: Preliminary Title Commitment Parcel: 11
EXHIBIT "C"

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY
RESOLUTION NO. ___________________


WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the “Project” for which the real property interest described herein is to be acquired is the Nuevo Road Bridge Project, which generally consists of the widening of Nuevo Road between Wilson Avenue and Evans Road to the full width of 128 feet as provided in the Circulation Element of the City’s General Plan and the replacement of Nuevo Road Bridge at the Perris Valley Storm Drain Channel (referred to herein as the “Project”); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire a permanent sewer easement (hereinafter the “Interest”) in a portion of certain privately-owned real property located on the north side of Nuevo Road, east of Murrieta and east and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, Assessor’s Parcel No. 320-430-018; and

WHEREAS, the portion of the property in which the City seeks to acquire the Interest is described in Exhibit “A” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B” which is incorporated by this reference (hereinafter the “Property”); and

WHEREAS, on or about July 30, 2018, the City made a written offer to the record owners of the Property to acquire the Interest for an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the
Property have not accepted said offer or otherwise conveyed the Interest to the City as of the date of this Resolution; and

WHEREAS, on September 24, 2018, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interest in certain real property identified as Assessor’s Parcel No. 320-430-018 (a copy of which is attached hereto as Exhibit “C” and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the address appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on October 9, 2018, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
(c) Whether the Interest proposed to be acquired is necessary for the Project;
(d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
(e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interest have been met; and

WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interest in the Property for the stated purposes; and

WHEREAS, the City of Perris Development Services Department approved Mitigated Negative Declaration No. 2311 for the Project on May 18, 2015; and

WHEREAS, the Planning Division has determined the Project for which the Interest is being acquired is exempt from the California Environmental Quality Act pursuant to the Notice of Determination filed with the Riverside County Clerk on May 19, 2015.
NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:

Section 1. The staff report presented regarding this matter at the September 25, 2018 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The Interest to be acquired is located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 320-430-018, comprising a total of 1,800 square feet, is described above and in Exhibit "A" and depicted in Exhibit "B".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Nuevo Road starts from the I-215 in the City of Perris and extends east into the City of Nuevo. Currently, Nuevo Road consists of two lanes from Wilson Avenue to Evans Road. The Project will expand Nuevo Road to its full width of 128 feet as provided in the Circulation Element of the City's General Plan from Wilson Avenue to approximately 450 feet east of the Perris Valley Storm Drain Channel and replace the Nuevo Road Bridge at the Perris Valley Storm Drain Channel. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Nuevo Road is designated as a Primary Arterial in the Circulation Element of the City's General Plan. The Project only requires acquisition of land and other real property interests to accomplish the objectives set forth in the Circulation Element. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Nuevo Road would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interest is necessary for the Project because without the Interest, the Project cannot be constructed. The Interest is part of the ultimate width
of Nuevo Road. Acquisition of the Interest is expressly authorized by Section 19 of Article 1 of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner of record of the Property, by way of letter dated July 30, 2018, and the owner of record of the Property has not accepted the City’s offer.

Section 7. The City hereby declares its intent to acquire the Interest in a portion of the Property described in Exhibit “A” in the City’s name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interest described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshrie & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interest in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this 9th day of October, 2018.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

NANCY SALAZAR
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 Resolution No. ____________________________ was adopted by the City Council of the City of Perris at a regular meeting held on the 9th day of October, 2018, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
NANCY SALAZAR
CITY CLERK
EXHIBIT "A"

LEGAL DESCRIPTION
EXHIBIT "B"

LEGAL DESCRIPTION PLAT
VIA U.S. MAIL

Majid Ahmed
Tayyaba Ahmed
P. O. Box 1330
Nuevo, CA 92567

Re: APN: 320-430-005
Property: Northeast corner of Nuevo Road and Murrieta Road and west
and adjacent to the Perris Flood Control Channel, Perris, CA
Subject: Notice of Intent to Adopt Resolution of Necessity

Dear Property Owner:

On July 30, 2018, the City of Perris (the “City”) made an offer to purchase the property identified as Assessor’s Parcel No. 320-430-005 in the City of Perris, California, located on the northeast corner of Nuevo Road and Murrieta Road and west and adjacent to the Perris Flood Control Channel. The City reiterates its previous offer to purchase the property for $2,222,826 subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of the property by eminent domain. The City’s governing body will consider that resolution at a meeting to be held at the following time and place:

Date: October 9, 2018
Time: 6:30 p.m.
Location: City of Perris, City Hall, Council Chambers, 101 North D Street, Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;

2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether the property sought to be acquired is necessary for the project;

4. Whether the offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record; and
5. Whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City’s authority to acquire the property through its use of the power of eminent domain.

Neither the pendency of the City’s consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents further negotiations from occurring for the acquisition of the property, and the City will be most willing to continue such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (951) 943-6100 or June Ailin at (310) 527-6660.

Thank you for your cooperation in this matter.

Very truly yours,

[Signature]
Richard Belmudez
City Manager

cc: Habib Motlagh, City Engineer (via email)
Eric Dunn, City Attorney (via email)
June Ailin, Special Counsel (via email)
KABD, LLC
1618 Stanford St., Suite E
Santa Monica, CA 90404

Re: APN: 320-430-018
Property: North side of Nuevo Road, east of Murrieta and east and adjacent to the Perris Flood Control Channel, Perris, CA
Subject: Notice of Intent to Adopt Resolution of Necessity

Dear Property Owner:

On July 30, 2018, the City of Perris (the “City”) made an offer to purchase the property identified as Assessor’s Parcel No. 320-430-018 in the City of Perris, California, located on the north side of Nuevo Road, east of Murrieta and east and adjacent to the Perris Flood Control Channel, Perris, CA. The City reiterates its previous offer to purchase the property for $[Redacted] subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of the property by eminent domain. The City’s governing body will consider that resolution at a meeting to be held at the following time and place:

Date: October 9, 2018
Time: 6:30 p.m.
Location: City of Perris, City Hall, Council Chambers, 101 North D Street, Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;

2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

3. Whether the property sought to be acquired is necessary for the project;

4. Whether the offer required by Section 7267.2 of the Government Code has been made to the owners(s) of record; and

5. Whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.
NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City’s authority to acquire the property through its use of the power of eminent domain.

Neither the pendency of the City’s consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents further negotiations from occurring for the acquisition of the property, and the City will be most willing to continue such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (951) 943-6100 or June Ailin at (310) 527-6660.

Thank you for your cooperation in this matter.

Very truly yours,

Richard Belmudez
City Manager

cc: Habib Motlagh, City Engineer (via email)
    Eric Dunn, City Attorney (via email)
    June Ailin, Special Counsel (via email)
**CITY COUNCIL**  
**AGENDA SUBMITTAL**

**Meeting Date:** October 9, 2018

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Consideration of an Ordinance Adjusting the Compensation of the Mayor and City Council Members.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUESTED ACTION:</td>
<td>That the City Council consider introducing (for first reading) Ordinance No. (next in order) entitled as set forth below, or provide alternate direction, and also provide direction on City Clerk compensation:</td>
</tr>
<tr>
<td></td>
<td><strong>AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTIONS 2.03.030 AND 2.16.010 REGARDING COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL</strong></td>
</tr>
<tr>
<td>CONTACT:</td>
<td>Eric Dunn, City Attorney</td>
</tr>
</tbody>
</table>

**BACKGROUND/DISCUSION:**

At the September 25, 2018 City Council meeting, an agenda item was requested regarding an adjustment to Council compensation pursuant to the Government Code. As discussed below, the Government Code allows for annual adjustments by ordinance. An ordinance is attached for the Council’s consideration.

City Council compensation has not been adjusted since 2008. In May of 2006, the City Council adopted an ordinance adjusting the compensation rate of the Mayor and Council members to $809 per month. In May of 2008, the Mayor and City Council’s compensation was further adjusted by ordinance to $890 per month, which is the current compensation pursuant to Perris Municipal Code ("PMC") Section 2.16.010.

Under state law, the base city council compensation is originally determined by the population size of the city. Government Code Section 36516 states that compensation “may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted.”

Additionally, because Perris has an elected Mayor, Government Code Section 36516.1 further permits the City to provide compensation to the Mayor in addition to what is provided to other Council members. Currently, pursuant to PMC Section
2.03.030, the Mayor receives the same compensation as other Council members. Staff compiled the attached list of cities with directly elected mayors and the differences in salary for comparison purposes. The attached ordinance includes a suggested additional amount of 50% of the base compensation for Council members.

An ordinance adjusting compensation may be adopted anytime during the year; however, pursuant to Government Code Section 36516.5, changes do not take effect until the next election when one or more Council members commence a new term. If the Council decides to adopt the ordinance at this time, the change will take effect December 1, 2018.

Based upon the above, the attached ordinance would provide for the annual statutory increase of 5% over the 10 years since the last increase for Council members as well as a 50% additional compensation for the Mayor position. The new monthly amounts would be as follows:

- Council: $1,335
- Mayor: $2,002.50

During the preparation of this item it was noted that on May 28, 2013 the Council adopted Resolution No. 4594 adjusting the compensation for the elected City Clerk to be equal to Council members. If the Council desires, a new resolution can be presented for consideration at the next Council meeting.

BUDGET (or FISCAL) IMPACT:

Approval of the attached ordinance will increase annual expenditures for the City Council by $34,710.

Reviewed by:
City Attorney X
Assistant City Manager Darren Madkin
Director of Finance Jennifer Erwin

Attachments:

1. Salary Survey
2. Ordinance No. (next in order) - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTIONS 2.03.030 AND 2.16.010 REGARDING COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL.
Consent:
Public Hearing: X
Business Item:
Other:
ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING MUNICIPAL CODE SECTIONS 2.03.030 AND 2.16.010 REGARDING COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL

WHEREAS, Perris Municipal Code Section 2.03.030 codifies the compensation rate for the mayor; and

WHEREAS, Perris Municipal Code Section 2.16.010 codifies the compensation rate for city council members; and

WHEREAS, Government Code Section 36516.1 authorizes the City to provide compensation to an elected mayor that is in addition to what he or she receives as a city council member; and

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

WHEREAS, the City Council desires to adjust the compensation of the mayor and city council members in accordance with the Government Code.

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

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

Section 2. Amendment to Section 2.03.030 of the Perris Municipal Code. Section 2.03.030 (Compensation) of the Perris Municipal Code is hereby deleted and replaced in its entirety as follows:

“Section 2.03.030. – Compensation.

The mayor shall receive the same salary as city council persons, plus an additional fifty percent (50%) of the salary amount per month.”

Section 3. Amendment to Section 2.16.010 of the Perris Municipal Code. Section 2.16.010 (Councilmember – Salary) of the Perris Municipal Code is hereby deleted and replaced in its entirety to read as follows:
"Section 2.16.010 Councilmember -- Salary

Each member of the city council shall receive a salary of $1,335 per month."

Section 4. Effective Date. This Ordinance shall take effect 30 days after its adoption. The new compensation for the mayor and city councilmembers shall be effective as of December 1, 2018.

Section 5. 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 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of __________, 2018.

_____________________________
MAYOR, MICHAEL M. VARGAS

ATTEST:

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

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of __________, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

______________________________
City Clerk, Nancy Salazar
## Monthly Stipends

<table>
<thead>
<tr>
<th></th>
<th>Mayor</th>
<th>Council Member</th>
<th>% Above Council</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Carlsbad</td>
<td>$2,152</td>
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<td>2</td>
<td>Fontana</td>
<td>$1,670</td>
<td>$1,170</td>
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<td>3</td>
<td>Lake Elsinore</td>
<td>$832</td>
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<tr>
<td>4</td>
<td>Lompoc</td>
<td>$800</td>
<td>$600</td>
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<td>5</td>
<td>Morro Bay</td>
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<td>6</td>
<td>Ontario</td>
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<td>Pomona</td>
<td>$1,623</td>
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<td>Rialto</td>
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<td>10</td>
<td>Riverside</td>
<td>$6,897</td>
<td>$3,454</td>
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|   | AVERAGE | 83% | MEDIAN | 71% |


CITY COUNCIL AGENDA
AGENDA SUBMITTAL

Meeting Date: October 9, 2018

| SUBJECT: | Resolution approving an official name for the new park located at 3020 Goetz Road in the Monument Ranch Community |
| REQUESTED ACTION: | That the City Council adopt a resolution, approving the selection of “Goetz Park” as the official name of the new park located at 3020 Goetz Park |
| CONTACT: | Sabrina Chavez, Director of Community Services |

BACKGROUND/DISCUSIONS:

The new park and recreation area located on the southwest corner of Goetz and Ethanac Roads, was opened to the public in December 2017, however the park was never formally named. In April 2018, staff began seeking community involvement in naming the new park. The “Name That Park Contest”, was opened to Perris residents from the ages of 8 years old and up to participate in naming the new park.

The City began advertising the contest in the City’s Quarterly Newsletter, local newspaper and flyers. Contest forms were distributed throughout the community, entries were to be received by June 30, 2018. A total of fifty seven entries were received by the June 30th deadline. Community Services staff met with the Parks and Recreation Sub-Committee on September 18, 2018, and presented the results of the contest. After further review and discussion, the Committee selected a winner based on the following contest rules stated on the entry form:

1. Entry forms must be complete;
2. In the event the duplicate entries are submitted, the entry with the earliest submission date will be considered; and
3. The City reserves the right to reject all entries, or to slightly modify any entry as necessary to affect the best possible name.

The name “Goetz Hill Park” was selected as the winner, with the recommendation to modify as “Goetz Park”. The winning entry was submitted by 10 year old, Jada Smith. As advertised, the winner will receive a grand prize of a 40” flat screen TV, and a $500.00 Gift Certificate to be used toward the registration and participation in Community Services programs and activities. Staff is preparing plans for the installation of a monument sign to be installed at the park. Once the monument signage is completed, a grand opening event for the park will be held to unveil the park name for the community.
**FISCAL IMPACT:** The fiscal impact for the grand prize winner is $850.00, which includes the $500.00 gift certificate and the purchase of the flat screen television. Sufficient funding is available in Fiscal Year 2018-2019 Sports Budget (14043) for this grand prize. Installation of the monument park sign requires City Council approval to allocate an amount not to exceed $15,000 from LMD Benefit Zone 53.

Reviewed by: Sabrina Chavez, Director
Prepared by: Sarina Gilmore, Recreation Coordinator

City Attorney: Darren Madkin
Assistant City Manager: Jennifer Erwin
Director of Finance: Jennifer Erwin

Attachments: Draft Resolution
Name That Park Contest and Entries List

Consent: X
Public Hearing: 
Business Item:
RESOLUTION NUMBER ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
NAMING THE PARK LOCATED AT 3020 GOETZ ROAD, ON THE SOUTHWEST
CORNER OF GOETZ ROAD AND ETHANAC ROAD, AS "GOETZ PARK"

WHEREAS, the City Council believes that the designation of names for
public park and recreation facilities should be approached with forethought and
deliberation; and

WHEREAS, the City Council further believes that setting forth by
resolution the naming of public parks and park and recreation facilities is in the public
interest.

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

Section 1. The City of Perris hereby names the new public park
located at 3020 Goetz Road, Perris, CA 92570 (APN# 330-093-020; 330-130-036) as
"Goetz Park".

Section 2. The Community Services Department will maintain a file
listing the name and features of Goetz Park for appropriate park signage and promotional
materials.

ADOPTED, SIGNED and APPROVED this 9th day of October, 2018

____________________________________
MAYOR OF THE CITY OF PERRIS

Attest:

________________________
City Clerk, Nancy Salazar

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

I, ____________, City Clerk of the City of Perris, California, do hereby certify that the
foregoing Resolution Number ______ was duly and regularly adopted by the City
Council of the City of Perris at a regular meeting thereof held on the 9th day of October
2018, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:
CITY OF PERRIS COMMUNITY SERVICES DEPARTMENT PRESENTS

"Name That Park Contest"

Are you Creative? It's not often that you get an opportunity to make history. Well, here's your chance to leave your mark by helping us name the new park located at 3020 Goetz Road Perris, CA 92570

Grand Prize: 40" Flat Screen TV & $500 Gift Certificate for Community Services Program

* Must be used within one year of issue.

To enter, complete the form and remember to carefully follow the rules. All submissions are subject to these rules. Please submit form to: 101 N. D Street, Perris, CA 92570 — Attention: Name That Park Contest.

Contest Rules:

1. You must be a City of Perris Resident.
2. The park name must be three words or less and be of good taste to qualify.
3. The City reserves the right to reject all entries, or to slightly modify any entry as necessary to affect the best possible name. In such a latter case, the winner would still be officially recognized.
4. One name per entry, no more than TWO (2) entries per person.
5. Participants may range from ages 8 years to adult. Minors must have parent/legal guardian signature.
6. In the event that duplicate entries are submitted, the entry with the earliest submission date will be considered. (Note: Entries will be separated by postmark date to verify your submission date.)
7. All entries must be received by June 30, 2018 to be eligible. NO EXCEPTIONS.
8. Visit the city website at www.cityofperris.org to download an entry form or submit the entry form below.

*Note: No responsibility is assumed by the City of Perris for lost, late, misdirected or non-delivered entries. Winner will be selected from all entries received. Odds of winning depend upon the number of entries. Taxis are the responsibility of the winner. No substitutions will be made for prizes. "Name That Park" Contest is open only to City of Perris residents. Employees of the City of Perris and members of their immediate families are not eligible. Contest is subject to all laws and is void wherever prohibited by law. Prize winner will be notified by City staff. If winner cannot be reached by phone or email after 2 weeks, a new winner will be chosen. The City of Perris assumes no liability for the products awarded. Rules are subject to change without notice. By submission of this entry, the contestant below (legal guardian, if applicable) agrees to be bound by the rules hereof and releases any rights or potential rights he/she may have to his/her "suggested name" for the Park to the City. For more information on contest rules contact the City of Perris at (951) 943-6603.

Your Name: __________________________ Address: __________________________

Phone: __________________________ Email: __________________________

Suggested Park Name: __________________________

(School Age entries only)

Your grade: __________________________ Your Age: __________________________
Your Signature: __________________________ Date: __________________________

(Guardian signature—if under 18)
<table>
<thead>
<tr>
<th>Park Suggestion</th>
<th>Name of Participant</th>
<th>Age</th>
<th>Address</th>
<th>Date Submitted</th>
</tr>
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<tbody>
<tr>
<td>1. Raffter Park</td>
<td>Moses Delgado</td>
<td></td>
<td>435 West 7th Street Perris Ca. 92570</td>
<td>4/12/18</td>
</tr>
<tr>
<td>2. Parachute View Park</td>
<td>Deanna Pena</td>
<td></td>
<td>983 Warbonnet Dr Perris Ca 92570</td>
<td>4/12/18</td>
</tr>
<tr>
<td>3. Daryl R Busch Memorial Park</td>
<td>Joe Dapice</td>
<td></td>
<td>1751 Arlene Way Perris Ca. 92570-4527</td>
<td>4/13/18</td>
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<tr>
<td>6. Daryl Busch Memorial</td>
<td>Davina Medina</td>
<td></td>
<td>1638 Alberhill Street Perris Ca. 92571</td>
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<tr>
<td>7. Su Of Heart</td>
<td>Lindsay Mentz</td>
<td></td>
<td>3706 Obelisk Ct. Perris Ca. 92570</td>
<td>4/26/18</td>
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<tr>
<td>8. Let’s Goetz Parked</td>
<td>Rochelle Mayronne</td>
<td></td>
<td>537 Shark Street Perris Ca. 92571</td>
<td>4/26/18</td>
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<tr>
<td>9. Goetz Hill Park</td>
<td>Rhonda Brown</td>
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<td>3306 Connors Dr. Perris Ca. 92571</td>
<td>4/26/18</td>
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<td>10. Park On Goetz</td>
<td>Jada Smith</td>
<td>10, 5th</td>
<td>3306 Connors Dr. Perris Ca. 92571</td>
<td>4/26/18</td>
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<td>11. Park On Goetz</td>
<td>Jurnee Smith</td>
<td>8, 2nd</td>
<td>3306 Connors Dr. Perris Ca. 92571</td>
<td>4/26/18</td>
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<td>12. Friendship Stop</td>
<td>Jurnee Smith</td>
<td>8, 2nd</td>
<td>3306 Connors Dr. Perris Ca. 92571</td>
<td>4/26/18</td>
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<tr>
<td>13. Daryl Busch Memorial Park</td>
<td>Silvia Leon</td>
<td></td>
<td>1525 Sweet Bay Dr. Perris Ca. 92571</td>
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<tr>
<td>16. Tornado Alley</td>
<td>Sally Padilla</td>
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<td>128 Azurite Pl. Perris Ca 92570</td>
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<td>17. Daryl Busch Memorial Park</td>
<td>Geri Gosselin</td>
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<td>301 Holiday Lane Perris Ca. 92571</td>
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<td>18. Sun Set Park</td>
<td>Amado Frank Segobia</td>
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<td>4/27/18</td>
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<tr>
<td>19. Sun Rise Park</td>
<td>Amado Frank Segobia</td>
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<td>128 Pinetree Dr. Perris Ca. 92571</td>
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<td>20. Jacinto River Park</td>
<td>Ben Crouch</td>
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<td>21. LilyPad Park</td>
<td>Isabel Rodriguez</td>
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<td>175Alabaster Loop Perris Ca. 92570</td>
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<td>22. Rocky River Park</td>
<td>Isabel Rodriguez</td>
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<td>Name That Park 2018 Entry’s</td>
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<tr>
<td>Name</td>
<td>Contact</td>
<td>Address</td>
<td>Date</td>
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<td>23. Perris Sunset Park</td>
<td>Araceli Rodriguez</td>
<td>175 Alabaster Loop Perris Ca. 92570</td>
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<td>24. Grand Perris Park</td>
<td>Julie Gutierrez</td>
<td>4499 Dallas Place Perris Ca. 92571</td>
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<td>25. Hillview Park</td>
<td>Becky Turnage</td>
<td>1112 Vallejo St. Perris Ca 92571</td>
<td>5-3-18</td>
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<td>26. Creekside Park</td>
<td>Becky Turnage</td>
<td>1112 Vallejo St. Perris Ca 92571</td>
<td>5-3-18</td>
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<td>27. Great Escape Park</td>
<td>Kalia Gonzalez</td>
<td>14, 9th 128 Yosemite Avenue</td>
<td>5-11-18</td>
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<td>28. Prairie View Park</td>
<td>Deanna Pena</td>
<td>983 Warbonnet Dr Perris Ca 92570</td>
<td>5-14-18</td>
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<td>29. Generations Park</td>
<td>April Pena</td>
<td>21550 Old Elsinore Rd. Perris Ca 92570</td>
<td>5-14-18</td>
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<tr>
<td>30. Perris Oak Park</td>
<td>Luz Ramirez</td>
<td>255 E. Jarvis St. Perris Ca 92571</td>
<td>5-22-18</td>
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<td>31. Parachute Park</td>
<td>Vallerie Oglivie</td>
<td>1355 S. Perris Blvd #167</td>
<td>5-22-18</td>
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<td>32. Grand National Park</td>
<td>Fernando Ramirez</td>
<td>439 Orca Ave. Perris Ca. 92571</td>
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<td>33. Adoette Park</td>
<td>Luz Ramirez</td>
<td>255 E. Jarvis St. Perris Ca. 92571</td>
<td>5-22-18</td>
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<tr>
<td>34. Orange Empire Park</td>
<td>Cynthia Bernabe</td>
<td>2086 Jean Marie Way Perris Ca. 92571</td>
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<td>35. Paradise Park</td>
<td>Sonie Sanchez</td>
<td>2099 Tierra Rojo Perris Ca. 92570</td>
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<tr>
<td>36. Marvelous Park</td>
<td>Sonie Sanchez</td>
<td>2099 Tierra Rojo Perris Ca. 92570</td>
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<td>38. Casa De Goetz</td>
<td>Cynthia S. Jogren</td>
<td>1843 Sandcastle Dr. Perris Ca. 92571</td>
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<td>39. Goetz Monument Park</td>
<td>Stormi Dodd</td>
<td>3299 Ironwood Ct Perris Ca. 92571</td>
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<td>40. View point Community</td>
<td>Karen King</td>
<td>3536 Monolith Trail Perris Ca. 92570</td>
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<td>41. Goetz River View</td>
<td>Karen King</td>
<td>3536 Monolith Trail Perris Ca. 92570</td>
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<tr>
<td>42. South Perris Sky Dive</td>
<td>Pierre Douglas</td>
<td>3536 Monolith Trail Perris Ca. 92570</td>
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<td>43. San Jacinto River</td>
<td>Pierre Doulas</td>
<td>3536 Monolith Trail Perris Ca. 92570</td>
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<td>44. Sunny Side Park</td>
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<td>46. Goetz Park</td>
<td>Derek Saunders</td>
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### Name That Park 2018 Entry's

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<th>Address</th>
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<td>47. The Mayors Park</td>
<td>Agatha Victorio</td>
<td>1070 Perla St. Perris Ca. 92571</td>
<td>6/13/18</td>
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<tr>
<td>48. Goetz Family Park</td>
<td>Paul Victorio</td>
<td>1070 Perla St. Perris Ca. 92571</td>
<td>6/13/18</td>
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<tr>
<td>49. Legacy Park</td>
<td>Philip Victorio</td>
<td>1070 Perla St. Perris Ca. 92571</td>
<td>6/13/18</td>
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<tr>
<td>50. Victory park</td>
<td>Catherine Victorio</td>
<td>1070 Perla St. Perris Ca. 92571</td>
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<tr>
<td>51. Millenial Park</td>
<td>Alonzo Victorio</td>
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<td>52. The Mayors Park</td>
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<td>53. Goetz Family Park</td>
<td>Paul Victorio</td>
<td>1070 Perla St. Perris Ca. 92571</td>
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<td>54. Legacy Park</td>
<td>Philip Victorio</td>
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<td>55. Millenial Park</td>
<td>Alonzo Victorio</td>
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<tr>
<td>56. Victory Park</td>
<td>Catherine Victorio</td>
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<tr>
<td>57. Park Avenue</td>
<td>Doris Anderson</td>
<td>21584 Bailly Street, Perris Ca. 92570</td>
<td>6-29-18</td>
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