

AMENDED AGENDA

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

Tuesday, April 14, 2026 | 6:30 PM

**City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North D St., Perris, CA**

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

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:



<https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>



www.youtube.com/channel/UC24S1shebxxkJFv3BnxdkPpg



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

CLOSED SESSION: 5:00 P.M.

ROLL CALL:

Vallejo, Nava, Corona, Rabb, Vargas

- A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:
 - 1. Panattoni Development Company, Inc. v. City of Perris CVRI 2203028
 - 2. City of Menifee v. City of Perris CVRI 2203040
 - 3. City of Perris v. City of Menifee, et al CVRI 2303456

- B. Conference with Real Property Negotiators – Government Code Section 54956.8
 - 1. Property: 311-120-029
Negotiating Parties: MAI II Properties, LLC
City Negotiator: Clara Miramontes, City Manager
Under Negotiation: Price and terms of payment
 - 2. Property: 320-050-016
Negotiating Parties: Metrogrow Ventures, LLC
City Negotiator: Clara Miramontes, City Manager
Under Negotiation: Price and terms of payment

- C. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(2) – 2 cases

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

2. ROLL CALL:

Vallejo, Nava, Corona, Rabb, Vargas

3. INVOCATION:

Pastor Edward Avila
Victory Outreach Perris
380 W. 3rd Street, Perris, CA

4. PLEDGE OF ALLEGIANCE:

Councilmember Vallejo will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

- A. Presentation to the Orange Vista High School Boy's and Girl's Wrestling Teams in recognition of their accomplishments.
- B. Presentation of a proclamation in recognition of Finance Professional's Week.
- C. Presentation of a proclamation in recognition of Arbor Day.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

- A. Consideration to approve the minutes of the Regular Joint Meeting held on March 10, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

*Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. **Public comment is limited to three (3) minutes.***

- A. Consideration to approve Final Parcel Map 25-00005 (FPM 37437)- Final approval of Parcel map No. 37437 to consolidate five (5) parcels into a 41.43-acre parcel for an existing 804,803 square-foot industrial building known as Rider II, located at the northeast corner of Redlands Avenue and Rider Avenue, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)
- B. Consideration to approve Final Parcel Map 25-00006 (FPM 37438)- Final approval of Parcel map No. 37438 to consolidate four (4) parcels into a 29.41-acre lot for an existing 548,019 square-foot industrial building known as Rider IV, located at the southeast corner of Redlands Avenue and Morgan Street, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)

- C. Consideration to approve Final Parcel Map 25-00008 (FPM 38385) -Final approval of Tentative Parcel Map No. 38385 to consolidate six (6) parcels into a 12.59 acre parcel to facilitate the construction of a 254,511 square foot industrial warehouse, referred as Redlands East, located on the east side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

- D. Consideration to approve Final Parcel Map 25-00009 (FPM 38386) -Final approval of Tentative Parcel Map No. 38386 to consolidate eight (8) parcels into a 20.14 acre parcel to facilitate the construction of a 301,101 square foot industrial warehouse, referred as Redlands West, located on the westside of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

- E. Consideration to adopt the Second Reading of Proposed Ordinance Numbers 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan, including Phase 1 development as follows: 1) Zone Change to rezone 5.64 acres in the northerly area of the Harvest Landing Specific Plan from AI Zone to Specific Plan (SP) land use designation and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School, and 2) Development Agreement Amendment for specific project improvements/community benefits. *-This item was continued from the March 10, 2026 City Council meeting* (Applicant: HIP SoCal Properties, LLC)

The Second Reading of Proposed Ordinance Numbers 1471 and 1472 are entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE (ZC) 24-05176 TO REZONE 16.2 ACRES GENERALLY LOCATED NORTHERLY OF ORANGE AVENUE, SOUTHERLY OF PLACENTIA AVENUE, EASTERLY OF INTERSTATE 215 AND FRONTAGE ROAD, AND WESTERLY OF INDIAN AVENUE TO HARVEST LANDING SPECIFIC PLAN, BASED UPON THE FINDINGS NOTED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT (DA) 17-05136, BY AND BETWEEN THE CITY OF PERRIS AND HIP SO-CAL PROPERTIES, LLC FOR DEVELOPMENT OF A COMMERCIAL RETAIL CENTER, A HIGH-CUBE PARCEL HUB FACILITY, WATER QUALITY MANAGEMENT BASIN WITH RECREATIONAL TRAIL SYSTEM, RESIDENTIAL, RECREATIONAL, AND PUBLIC INFRASTRUCTURE IMPROVEMENTS AS WELL AS

PROGRAMMATIC-LEVEL PLANNING FOR FUTURE DEVELOPMENT OF THE REMAINING AREAS OF A 358.28-ACRE SITE, GENERALLY LOCATED NORTH OF NUEVO ROAD, SOUTH OF PLACENTIA AVENUE, EAST OF INTERSTATE-215/Frontage Road, AND WEST OF NORTH PERRIS BOULEVARD, AND ADOPTING FINDINGS IN SUPPORT THEREOF

- F. Consideration to adopt Proposed Resolution Numbers (next in order) Initiating Annual Proceedings for the City's Maintenance Districts (FY 2026/2027).

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 TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- G. Consideration to approve a request from IDI Logistics to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.
- H. Consideration to approve a request from Richmond American Homes for a full road closure of Murrieta Road between Green Valley Parkway and Case Road.
- I. Consideration to consent to the Assignment and Assumption Agreement between Vandermost Consulting Services, Inc. and ALL4 LLC for Biological and Environmental Support Services for and during construction of the Ethanac Road Bridge (CIP S139).

- J. Consideration to adopt Proposed Resolution Number (next in order) declaring support for California Cities Week, April 19-25, 2026.

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, DECLARING
SUPPORT FOR CALIFORNIA CITIES WEEK, APRIL 19-25, 2026

- K. Consideration to approve a Contract Services Agreement with Guaranteed Janitorial Services, Inc. for custodial services at City of Perris park restrooms in the amount of \$128,100.27 plus 10% contingency for a one-year term with the option to extend for up to four (4) additional one-year terms.
- L. Consideration to approve the purchase of a Reelmaster 3100-D mower from Turf Star Western for the Parks and Community Services Department in the amount of \$56,608.38.
- M. Consideration to award a Public Works Contract to United Storm Water, Inc. for the Flood Control Storm Drain Screen Retrofit Project (Specification No. FCD 1-2025-26-03) in the amount of \$463,398.00 with a 10% contingency of \$46,339.80, totaling \$509,737.80.
- N. Consideration to approve the City's Monthly Check Register for March 2026.

11. PUBLIC HEARINGS:

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

- A. Consideration to continue General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 (*Continued from the February 24, 2026 meeting*) to the May 26, 2026 City Council meeting – A proposal to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue. (Applicant: Ryan Woosley, D.R. Horton)

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- B. Consideration to adopt Proposed Resolution Number (next in order) approving Specific Plan Amendment 25-00006 – A Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. (Applicant: City of Perris)

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, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AN ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDING RELATED THERETO

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- C. Consideration to adopt the First Reading of Proposed Ordinance Number (next in order) to update the Transportation Uniform Mitigation Fee (TUMF) program to include a Construction Cost Index (CCI) adjustment for fees on all developments in the City of Perris and adopt Proposed Resolution Number (next in order) to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

- D. Consideration to approve a Location Sales Tax Sharing Agreement with Medline Industries, LP.

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

- E. Consideration to approve a Sales Tax Sharing Agreement with Dover, Inc. for the Ethanac Travel Center.

Introduced by: Assistant City Manager Wendell Bugtai

PUBLIC COMMENT

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

- A. Consideration to discuss and provide direction to staff related to the renaming of the Cesar Chavez Library and modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property.

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

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

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

14. CITY MANAGER’S REPORT:

15. ADJOURNMENT:



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

10.J.

MEETING DATE: April 14, 2026

SUBJECT: Supporting California Cities Week

REQUESTED ACTION: That the City Council consider and adopt Proposed Resolution No. (next in order), declaring support for California Cities Week, April 19-25, 2026

CONTACT: Wendell Bugtai, Assistant City Manager

BACKGROUND/DISCUSSION:

Cities have played a critical role in California's development since the incorporation of the state's first municipalities in 1850, providing essential public safety, health, and infrastructure services to growing communities. Today, California's 483 cities and towns serve diverse populations, with more than 80 percent of residents living within incorporated areas.

Local governments are responsible for delivering a wide range of essential services, including public safety, parks and recreation, infrastructure maintenance, housing, economic development, and community services. Cities operate under authority granted by the California Constitution and remain the level of government closest to the people, ensuring responsive and accountable governance. Cities have played an important role in California's growth by providing essential services such as public safety, infrastructure, and community programs. Today, cities serve more than 80 percent of the state's population and remain the level of government closest to residents.

The League of California Cities, which represents and supports cities across the state, sponsors California Cities Week each year to promote awareness of city services and encourage civic engagement. California Cities Week held April 19–25, 2026, highlights the vital role cities play in daily life and encourages residents to learn more about and participate in local government. The City of Moreno Valley and Town of Apple Valley have also declared support for California Cities Week.

Therefore, staff recommends, per request from the League of California Cities, that the City Council adopt the proposed resolution declaring support for California Cities Week, April 19–25, 2026.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact with this action.

Prepared by: Antonio Martinez, Legislative Analyst

REVIEWED BY: Wendell Bugtai, Assistant City Manager

Assistant City Manager: AMB

Assistant City Manager: ER

Director of Finance: MS

Attachments: 1. Proposed Resolution

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1

Proposed Resolution

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING SUPPORT FOR CALIFORNIA CITIES WEEK, APRIL 19-25, 2026

WHEREAS, cities first arose in California when eight municipalities incorporated in 1850 to provide essential safety and health services to a rapidly growing population following the Gold Rush, and subsequent periods of economic growth and immigration; and

WHEREAS, today California's 483 cities and towns vary in size and scope and serve diverse communities throughout the state, from small rural neighborhoods to large urban regions; and

WHEREAS, more than 80 percent of California's population resides within cities and towns and relies on municipal services provided by local governments; and

WHEREAS, the California Constitution grants cities important powers, including the authority to promote and regulate public safety, raise revenue for public purposes, and operate public works to furnish residents with light, water, power, heat, transportation, and communication; and

WHEREAS, cities provide millions of Californians with essential services, including but not limited to public libraries, fire protection, law enforcement, emergency medical and disaster response, parks and recreation, childcare, community and human services, solid waste and recycling management, water and sewer services, utilities, land use planning, housing, economic development, transportation planning, street and road maintenance, and telecommunications; and

WHEREAS, cities remain transparent and accountable to the communities they serve and continue to earn the trust placed in them by residents through responsive, accessible, and locally driven governance; and

WHEREAS, California Cities Week is an opportunity to recognize the vital role cities play in the daily lives of residents and to encourage civic engagement, education, and participation in local government;

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

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

Section 2. California Cities Week. The City Council hereby proclaims the week of April 19 through April 25, 2026, as California Cities Week in the City of Perris. The City Council encourages residents, businesses, and community organizations to participate in California Cities

Week activities and to engage with their local government to better understand municipal services, decision-making, and opportunities for civic involvement.

Section 3. CEQA. Pursuant to Section 15378 (b)(5) of the California Environmental Quality Act (CEQA) Guidelines, the adoption of this Resolution is not a project because it is an administrative activity of a government that will not result in direct or indirect physical changes in the environment and even if it were a project, under Section 15061(b)(3) of the Guidelines, it would be exempt because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 4. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution 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 Resolution or any part thereof. The City Council hereby declares that it 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 5. Certification. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 14th day of April, 2025.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, duly elected CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution No. (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 14th day of April, 2026 , and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk



CITY OF PERRIS 10.K.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Consideration to approve a Contract Services Agreement with Guaranteed Janitorial Services, Inc., for custodial services at City of Perris park restrooms.

REQUESTED ACTION: That the City Council 1) Award Contract to Guaranteed Janitorial Services, Inc. in the amount of \$128,100.27 for custodial services of City park restroom facilities; 2) Authorize 10% of the Bid Amount for contingency; and 3) Authorize the City Manager to execute project related documents, approved as to form the City Attorney.

CONTACT: Arcenio Ramirez, Director of Parks and Community Services

BACKGROUND/DISCUSSION:

In an effort to continue providing clean and safe parks to the City of Perris community, janitorial services for all City-owned park restrooms will be maintained under the Parks and Community Services Department budget.

City staff issued a Request for Proposals (RFP) for routine cleaning and maintenance services for seventeen (17) park restroom facilities. The City received twelve (12) proposals, three (3) of which were considered responsive, ranging from \$128,100.27 to \$465,375. The lowest responsive proposal was received from Guaranteed Janitorial Services, Inc. in the amount of \$128,100.27.

Guaranteed Janitorial Services, Inc. is a local company that is committed to maintaining safe and clean environments for municipal, commercial, and multi-facility settings. As part of the proposed agreement, the contractor will provide daily cleaning services for all park restroom facilities.

Staff recommends that the City Council award a contract to Guaranteed Janitorial Services, Inc. as the lowest responsive bidder, in the amount of \$128,100.27, plus a ten percent (10%) contingency for a total not-to-exceed amount of \$140,910.30. The agreement will be for a one-year term, with the option to extend for up to four (4) additional one-year terms.

BUDGET (or FISCAL) IMPACT:

The total cost for the one-year Agreement with Guaranteed Janitorial Services, Inc. is \$140,910.30, which includes a ten percent (10%) contingency. Funding for these janitorial services is included in the Parks Division budget 13036000-7206.

Prepared by: Joshua Estrada, Parks Supervisor

REVIEWED BY: Arcenio Ramirez, Director of Parks and Community Services

Assistant City Manager: URB

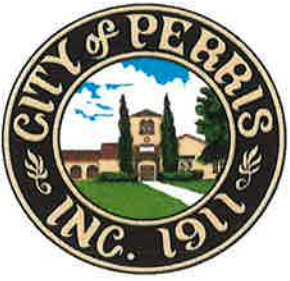
Assistant City Manager: ER

Director of Finance: JS

Attachments:

1. Bid Summary
2. Contract Services Agreement

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



CITY OF PERRIS

COMMUNITY SERVICES

Attachment 1: Bid Summary



CITY OF PERRIS

COMMUNITY SERVICES

Informal Bid Summary

Description: Janitorial Services for Park 17 restrooms facilities

Contractor	Total
Guaranteed Janitorial Services, Inc.	\$128,100.27
Premier Property Presentation LLC	\$187,388.57
Sterling Cleaning	\$274,881.50
Alvarez Enterprise Services	Non-responsive
Coastal Building Services Inc.	Non-responsive
Executive Facilities Services Inc.	Non-responsive
Frontline Facility Solutions LLC	Non-responsive
Industrial Cleaning LLC	Non-responsive
Innovative Construction Designs	Non-responsive
Merchants Building Maintenance LLC	Non-responsive
OPS212 LLC	Non-responsive
Smart N Clean Co	Non-responsive



CITY OF PERRIS

COMMUNITY SERVICES

Attachment 2: Contract Services Agreement

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR PERRIS PARKS JANITORIAL SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 14 day of April, 2026, by and between the City of Perris, a municipal corporation ("City"), and Guaranteed Janitorial Services Inc., a [California Company] ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Twenty-eight Thousand one hundred dollars and twenty seven cents (\$128,100.27) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated

thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than April 15, 2027.

4.0 COORDINATION OF WORK

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the

representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$2,000,000.00 per occurrence for all covered losses and no less than \$4,000,000.00 general aggregate.

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

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

(d) Professional Liability or Error and Omissions Insurance. A policy of liability insurance in an amount not less than \$2,000,000.00 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.

5.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to

the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

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

6.0 RECORDS AND REPORTS

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

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

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

7.0 ENFORCEMENT OF AGREEMENT

7.1 **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

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

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

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

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

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and

to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____ By: _____
Nancy Salazar, City Clerk Clara Miramontes, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

"CONSULTANT"
INSERT COMPANY HERE, a [insert form of
company here]

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

See Attached

Exhibit "A"

GUARANTEED JANITORIAL SERVICES, INC.

JANITORIAL SERVICE PROPOSAL FOR



PRESENTED TO

CITY OF PERRIS – Park Restroom Facilities

February 26, 2026

PRESENTED BY

Martha Ortiz

Office Manager

GUARANTEED JANITORIAL SERVICES, INC.

A. Cover Letter



February 26, 2026

JOSHUA ESTRADA
PARKS COORDINATOR
COMMUNITY SERVICES
101 North D Street
Perris, California 92570

Dear Mr. Joshua Estrada:

We at GUARANTEED JANITORIAL SERVICES, INC. are excited by the opportunity to continue to serve the City of Perris Park Restrooms and maintain our partnership. With that in mind, GJS wants to assure you that we are committed to the absolute success of this cleaning services contract. Again, we want to thank you for giving us this opportunity to take part in this cleaning services procurement. With our demonstrated past performance for delivering quality services, our competitive pricing, our leading technology to gain efficiencies and our vast government and municipality janitorial experience and programs, you can be confident that the City of Perris will receive the best value for a quality custodial service program by GJS every day of the year.

IDENTIFICATION OF PROPOSER

Guaranteed Janitorial Service, Inc. is a Professional Janitorial Service based in the City of Chino, CA. Founded in 1977, as a Veteran owned company, Guaranteed Janitorial Service, Inc. was built on the principles of Honesty, Reliability, and Customer Satisfaction as the key notes. We have operated from our main office located at 13039 Eleventh Street, Chino, California since 1994. Our office telephone line is 909-465-5542. Reach us via email gjs.jalvarez@verizon.net, Jazmin Alvarez will be your main point of contact. We specialize in providing top-notch janitorial service for local businesses and Government Owned facilities. We guarantee excellent customer service with the resources to ensure you get consistent, 24/7 service.

PROPOSER'S QULIFICATIONS

The GJS custodial program for the City of Perris Park Restrooms that is incorporated within our offering is designed to enhance your facilities' image and appearance and create clean, healthy, and well-maintained environments in a safe manner. We ensure absolute strict compliance with the detailed specifications, frequencies, performance requirements and contract terms contained within the RFP documents. Backed by GJS's local janitorial services management office located at 13039 11th Street, Chino, Ca 91710, skilled project teams and experienced managers, your custodial team will be given the necessary leadership and guidance to consistently perform. Most importantly, every member of our staff will be focused on supporting and meeting the needs of your facility. We are heavily experienced in the field of Park Restroom cleaning, we successfully continue to service park restrooms for the City of Chino Hills, City of Corona & City of Perris. Jazmin Alvarez of Guaranteed Janitorial Service, Inc., is tailor-made for this opportunity because of her expertise in the commercial cleaning field. As a veteran of the industry, Jazmin has over 10 years' experience.

(Continued)

Other members of the management team include:

Martha E. Ortiz-Office Manager

Monique Ochoa-HR

Ralph Santana-Quality Control Supervisor

Guaranteed Janitorial Service affirms the following statements:

This proposal is valid for one hundred and twenty (120) days.

This RFP shall be incorporated in its entirety as part of our proposal.

This RFP and our proposal will jointly become part of the "Contract Services Agreement" for this project when said Agreement is fully executed by Guaranteed Janitorial Service and the City of Perris.

Guaranteed Janitorial service affirms that the City of Perris is not obligated in any way to pay any costs incurred by the Consulting firm in the preparation and submittal of our response to this RFP.

Responses to this RFP and all data, documents, and other products used during the life of the project shall become the property of the City of Perris and will be retained or disposed of accordingly.

Please contact me with any questions at (909) 465-5542 or by email at gjs.jalvarez@verizon.net we look forward to connecting with you after you have an opportunity to review the enclosed proposal.

Sincerely,



Jazmin Alvarez

Administrator

13039 11th St.

Chino Ca 91710

[Gjs.jalvarez@verizon.net](mailto:gjs.jalvarez@verizon.net)

909-465-5542



(End Letter)

B. Company Information

Company Background Experience and Technical Competence:

Guaranteed Janitorial has been in business since 1977. We have over thirty-five years' Experience in providing services identical to the scope of Services outlined in this RFP. Please see our list of references as an example of the past success Guaranteed Janitorial has experienced in servicing Governmental custodial services.

Guaranteed Janitorial currently holds various local Park cleaning contracts such as The City of Chino Hills, City of Corona, City of Chino & City of Perris. Our experience shows a great range of expertise in not only custodial services, but also in carpet and floor care, upholstery and drapery care, day porting, high dusting power washing, and special set ups. We are responsible for servicing over 2.5 million sq. feet of commercial facilities. This square footage includes classrooms, park restrooms, offices, police departments, fire departments, public use facilities and gymnasiums. At Guaranteed we focus on strong management and leadership in everything we do. Consistent training and motivation is an integral part of our daily operations. In order to achieve our goals of clean facilities we place a high importance on employee retention with training, inspections, and yearly reviews. Our long-term partnerships have been instrumental to our success. Guaranteed Janitorial has extensive experience in the park & building maintenance field. The following three reasons are what make us a top candidate for City of Perris Parks cleaning:

Our Performance History:

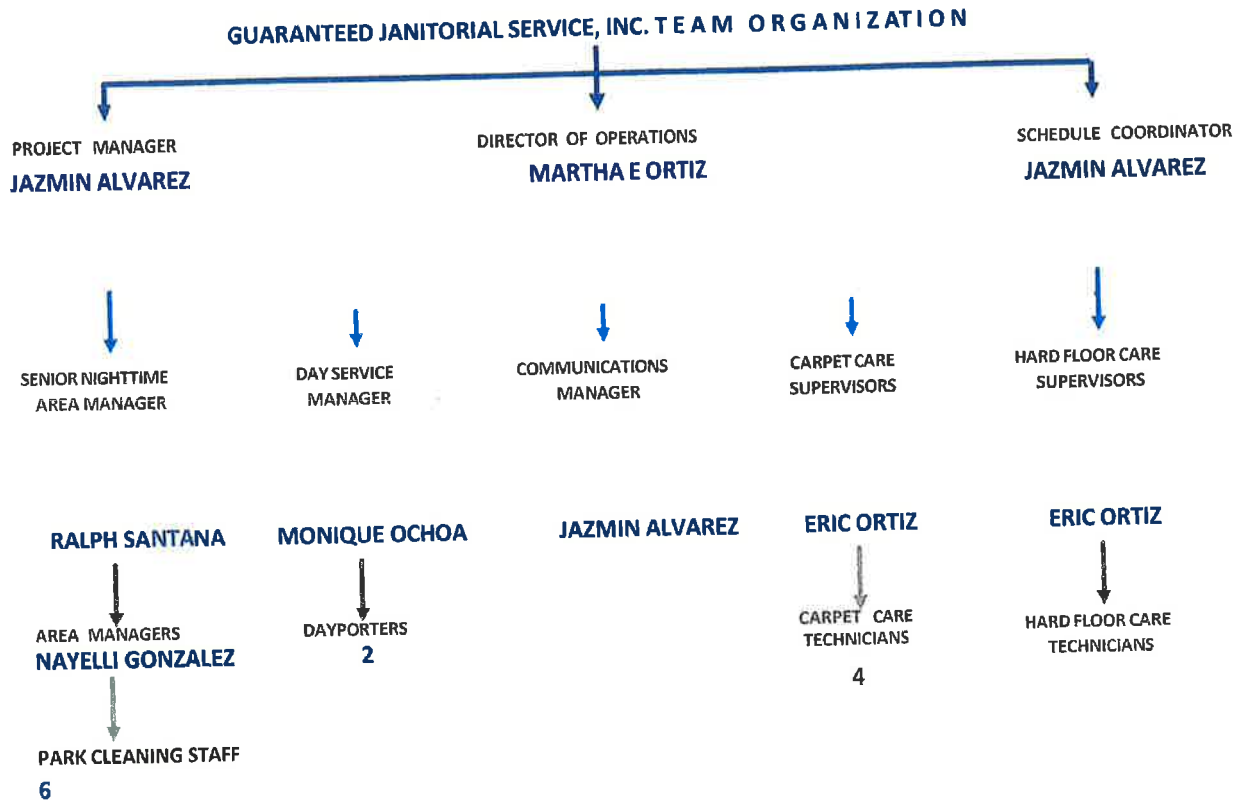
Guaranteed Janitorial Service, Inc. is a quality-oriented company with a passion for maintaining a safe and clean work environment for our customers. Our list of references speaks for our commitment to establishing long-term partnerships. We have been servicing local customers dating back to 1984.

Location:

Guaranteed Janitorial Service, Inc. has its headquarters located in the City of Chino, Ca. Approx. within a 35 mile radius to all facilities outlined in this RFP. Our close proximity gives us an advantage over our competitors to better serve you as our customer as it will guarantee face-to-face interaction between our management staff and City of Perris point of contact. We sincerely believe strong communication is key to a successful working relationship. We guarantee response to any inquiry or request within one hour of receipt to our office. We are available to serve you 24 hours/ 7days a week.

We are extremely proud of our employees, our company has over 75 cleaning personnel currently employed. Many of our employees have been with our company for over 10 yrs. ***Currently, the City of Perris Parks is staffed by residents of the City of Perris.*** Guaranteed Janitorial offers full time employees the opportunity for health benefits.

QUALIFICATIONS OF PERSONNEL



Above is the GUARANTEED JANITORIAL SERVICE, INC. management team defined so you can see the lines of supervision that will be at work for City of Perris Parks. Guaranteed Janitorial Services, Inc. has the capacity to provide additional personnel as needed.

PROJECT MANAGER

Jazmin Alvarez will be the day-to-day point of contact for City of Perris Parks and responsible for inspecting the sites to confirm cleaning tasks and frequencies are performed according to the determined scope of work and to correct any deficiencies that result from the quality inspection process to ensure cleaning standards are being met.

NIGHT AREA MANAGER (ON-SITE SUPERVISORS)

Our Area Managers are charged with supervising the GJS cleaning teams and will frequently inspect the City of Perris Parks locations with our onsite leads to ensure quality and that all requested follow-up items are completed.

SPECIAL EVENT, TEMPORARY, AND EMERGENCY SERVICES

During times of employee illnesses and when extra staffing is needed, GJS, INC. is prepared to provide City of Perris Parks additional staffing. In times of worker shortages, creative staffing solutions are executed to maintain exceptional service levels. Utilizing our resources and floating staff pools, this specialized resource allows us to respond to urgent situations and other tasks as needed.

Our dedicated pool of "floater" employees work for GJS, INC. during day and evening hours—and are available on-demand as needed if scheduled staffing issues arise. Trained, motivated employees and at-the-ready, these team members tackle assigned jobs wherever they are needed. Each Area Manager has a specific source of floater employees they can call upon to provide additional staffing. This allows us to respond to urgent situations and other tasks as needed.

Jazmin Alvarez

(909) 465-5542 | gjs.jalvarez@verizon.net

13039 11th st Chino, Ca 91710

Highly Experienced individual in the Janitorial Services Industry. Over 10 years' experience as project manager, key contributor to company growth and expansion of City-wide contracts.

Technical Skills

- Ability to process financial transactions
- Strong oral and written communication
- Capable of managing assigned accounts
- Ability to maintain positive and professional relationships with customers and coworkers

Experience

Guaranteed Janitorial Service, Inc., Chino, CA- Administrator
September 2009-Present

- Manage municipal and government customer accounts
- Perform bookkeeping procedures, assisted in payroll and generated invoices and verified billing input
- Support field employees
- Create business proposals and literature
- Create and maintained company spread sheets
- Manage company calendars
- Handle municipal and government customer inquiries and follow up when needed

Education

Mt. San Antonio, Walnut, CA- General Education
2010-2012

Statement of Understanding and Approach:

a. Implementation Plan

Guaranteed Janitorial Service, Inc. is equipped and prepared to perform all tasks and frequencies set forth in the custodial specifications. Should we be awarded the custodial services contract, we will immediately meet with Mr. Joshua Estrada to review our dates of action and additional items that were not already discussed during the process of this RFP. All work is to be scheduled and carried out as efficiently and quickly as possible. Our staff has been cleared by the Department of Justice. Immediately upon notice of award, Guaranteed Janitorial will provide list of dates for delivery of equipment (as required), site visits with our staff to be assigned. In addition, an employee list and schedule will be provided to Mr. Joshua Estrada. All work completed will be personally followed up on by a Guaranteed Janitorial Service, Inc. representative.

Standard Services and Work Plan

Work Plan

Guaranteed Janitorial will create a custom work plan that thoroughly encompasses all the requirements listed in the contract specifications. In the initial phase of our contract with GUARANTEED JANITORIAL SERVICE, INC. , we will work closely with Mr. Joshua Estrada to seamlessly transition our existing month-to-month agreement into an annual contract. We understand that each facilities' needs are unique to one another, and we have the knowledge and experience to efficiently service in the highest of standards. We guarantee professional on-site management and additional management support from our office located in close proximity to the GUARANTEED JANITORIAL SERVICE, INC.

We guarantee all tasks and frequencies set forth in this RFP will be satisfactorily adhered to within the hours specified in the contract. Furthermore, we confirm all supplies, equipment and paper products will be provided by Guaranteed Janitorial Services, Inc. We guarantee that the supervisor on site will have constant unobstructed forms of communication at all times. Our main office is available for assistance 24 hours, 7 days a week & prepared to respond to any emergency or request within one hour. Please see Quality Control Plan for specific methods of complying with all tasks and frequencies.

Work Plan Implementation

Guaranteed Janitorial Service, Inc. has vast experience in successfully managing the implementation of a large contract with a new customer. We strive to operate in the least disruptive manner especially in the startup stages of our new partnership.

Ensuring Success

Guaranteed Janitorial will provide the following reports and documentation to the city to ensure satisfactory completion of all work:

- Quarterly Carpet/Floor Care Schedule
- Daily Cleaning Log
- Invoices
- Quality Control Report

Methodology

In order to assure a seamless transition, we will:

- Supervisor will be checking in with employees daily for as long as necessary
 - Provide part time floater for sick employees
 - Periodic duties will be listed and kept track of in chronological order. Dates when project
-

- work is scheduled on a calendar so they may be spotted at a glance and copies of such calendars will be provided to employees. We will conduct an orientation and walkthrough with our custodians to thoroughly review all aspects of the work to be done.
- All employees will be provided with back support belts, MSDS sheets and proper training of using cleaning chemicals.
 - Hours of service will be as required in RFP.

Customer Service Policy

During interactions with our staff, customers can expect to:

- Be acknowledged appropriately
- Be treated courteously and respectfully
- Be valued for their input
- Receive prompt and timely service
- Receive knowledgeable service and professionalism from all staff
- Have their privacy and confidentiality respected
- Have responsive, community-oriented service
- Guaranteed Janitorial Service, Inc. is in business to provide thorough and consistent facility maintenance services to our customers, along with numerous related services. We are dedicated to making every customer experience with us a positive one and earning your continued business. We work very hard to make your entire experience with us a seamless one.
- This Customer Service Plan addresses a number of the service goals we have defined for Ourselves. Every customer is important to Guaranteed Janitorial Service, Inc. and we are dedicated to providing you the best possible service.

Principles

- This Customer Service Plan is based on extensive experience and feedback received from our customers. It defines our customer service standards and processes for building and maintaining high quality services to meet those standards. The following principles drove the process for developing the plan:
 - Communication Is Key. Developing and maintaining open lines of communication with our customers will allow us to perform our service goals better. By continuously working to develop more effective ways to direct information to our customers and staff we strengthen our ability to provide the best service possible. By providing clearer paths to receive information, we will better address customer needs and concerns.
 - Understanding our Customer's Needs is Essential. In order to satisfactorily perform all requirements set forth by our customers, we will perform extensive study of all materials provided. Should clarification be necessary at any time, we will utilize our optimum communication skills to assure a common understanding is achieved.
-

Standards

- Customer Interaction. Our customers are entitled and shall receive fair, courteous and professional treatment, information that is accurate and current, timely responses to requests, and reasonable access to appropriate staff.
- Fair Rates. It has been our policy to operate as efficiently as possible and to introduce as many labor saving devices available in order to afford you the best possible service for the lowest rate. We are not in the habit of increasing our customers unless it is absolutely necessary. Please be assured that we will provide you with the most reliable service at the most reasonable fee.
- Customer Notification of Known Delays and Cancellations. When unforeseen problems occur and the delivery of our services are delayed or cancelled, we will make every effort to notify our customers in a timely and accurate manner with the best available information.
- De-escalation Processes. Although we are successful in this effort most of the time, if at any time things do not go as smoothly as we, and you, expect. When customer service concerns arise, we try to resolve them at the first point of contact. As a result, we have devoted resources to the front line and rely on our personnel to solve most problems during daily activity. Any concern brought to the attention of our staff will be personally read and a response will be sent to the customer immediately via email or phone call. Customer Relations can be reached at: 909-465-5542 or gjs.jalvarez@verizon.net. We are committed to correct any deficiency within 1 hour.

Communication/Reports

Our Goal is to provide you with the best service to achieve your complete satisfaction. In order to ensure our quality standards are upheld, **GUARANTEED JANITORIAL SERVICE, INC.** implements the following practices:

- Professionally engineer and schedule all work to be accomplished
- Regular Performance reviews for our employees to ensure continuous motivation as well as instill "pride and craft."
- Weekly site visitation & thorough cleaning inspection by a representative of **GUARANTEED JANITORIAL SERVICE, INC.**
- Frequent contact with your contract administrator, to assure all maintenance needs are being met.
- Supervisor will be available on site during each night shift.
- On call emergency service will be available 24 hours/ 7 days a week/365 days a year.
- Documentation of site visitations, inspections, reports, and all other forms regarding quality control will be housed at our office and readily available for your review at you request.

Emergencies shall be personally handled by the supervisor on duty within the hour as they occur.

QA Process	Nightly	Weekly	Monthly
<i>Custodial Staff</i>	Responsible for completing a Work Satisfactory Checklist after each service.		
<i>Shift Supervisor</i>	Determine completion of each duty; assure satisfactory level has been achieved.		
<i>QA Supervisor</i>		Make contact with shift supervisors to Assure QA policies are being adhered to consistently. Conduct cleaning inspections.	
<i>Contract Manager</i>		Make contact with contract administrator to Assure QA policies are being adhered to consistently. Conduct facility walkthrough.	Review of QA documentation.

Monitoring Contract Performance

To effectively manage the contract, we will establish controls and regularly monitor performance to ensure all work is completed within the requirements of the contract.

Our contract manager will exercise control of quality through a series of progress reports, site visitations, and meetings. Meetings will be arranged at a reasonable frequency with the Contract Administrator. At the commencement of the contract, our contract manager will visit on a daily basis and after the first weeks perhaps on a weekly basis, then monthly basis, depending upon the complexity of the work to be accomplished. This will ensure positive results in achieving your complete satisfaction.

Our contract manager will review the progress of all work done to determine if all needs specified within the custodial contract are being satisfied. Problem areas are to be acted upon promptly and corrective action taken. Any emergency situation will be handled by our on-site supervisors on the hour as they occur.

In order to assure all tasks and frequencies are being followed we will create custom log sheets for each building we will be servicing at your site. We will have one log for the daily tasks specified in the contract and another for all floor work scheduled. Utilizing these log sheets will assure all tasks are being completed in accordance with the contract specifications. Adequate documentation of monitoring activities will be maintained by our contract manager and will be readily available for review upon your request. Contract files will include copies of emails, letters, meeting notes, and documentation of phone conversations as evidence that conscientious monitoring is occurring throughout the duration of the contract.

Correcting Deficiencies in Contract Performance

Specific deficiencies and safety violations will be documented on an inspection form at the time it is observed. It will be signed by the inspector and the custodian. The date and time agreed upon for re-inspection will be indicated on the form. A copy of this form will be given to the custodian, and the other copy will be retained by the inspector as a reminder of follow-up inspection. Once deficiencies have been satisfactorily corrected, the inspector will note such on the form and attach it to the QA report. Follow through will be our key note of our deficiency correction process. All documentation will be available upon request by your contract administrator.

All standard janitorial equipment and supplies will be provided by our company.



Guaranteed Janitorial Service, Inc.
Company Uniform

Staff Uniform will consist of the following:

Male Staff

Polo shirt will be embroidered with company logo, will be worn with solid color pants.



Female Staff

Zipper front smock will be embroidered with company logo, will be worn with solid color shirt & pants.



Guaranteed Janitorial Service, Inc. will supply and assure all janitorial staff will wear uniforms that identify them while working on City of Perris premises.

Guaranteed Janitorial Service, Inc. assures that the supervisor on site will have a cell phone at all times. On site supervisor is knowledgeable and experienced in email communication. Our main office is available for assistance 24 hours, 7 days a week & prepared to respond to any emergency or request within one hour. We agree to furnish all supplies and equipment necessary to perform the services outlined in the Statement of work.

SERVICE SCHEDULE:

All sites below to be serviced daily 365 days per year, including Holidays:

Guaranteed Janitorial Service, INC.
Balance Sheet
As of December 31, 2025

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
WELLS FARGO BANK SAVINGS	513,303.63
1010 · Wells Fargo Bank - Bchecking	-64,455.82
1011 · Business Checking 182	1,604,361.32
Total Checking/Savings	<u>2,053,209.13</u>
Accounts Receivable	
1200 · Accounts Receivable	-24,320.03
Total Accounts Receivable	<u>-24,320.03</u>
Other Current Assets	
ERC Refund	701,204.00
Total Other Current Assets	<u>701,204.00</u>
Total Current Assets	2,730,093.10
Fixed Assets	
15677 DIMITY	794,335.04
EQUIPMENT	
COMPUTER OFFICE EQUIPMENT	7,903.90
LESS ACCUM DEPRECIATION	-288,570.00
MACHINERY AND EQUIPMENT	79,952.09
SANITAIRE UPRIGHTS	12,991.95
TRANSPORTATION EQUIPMENT	228,275.84
EQUIPMENT - Other	35,809.96
Total EQUIPMENT	<u>76,363.74</u>
Total Fixed Assets	870,698.78
Other Assets	
1150 · Bid Bond Receivable	-18,364.25
Total Other Assets	<u>-18,364.25</u>
TOTAL ASSETS	<u><u>3,582,427.63</u></u>

Guaranteed Janitorial Service, INC.
Balance Sheet
As of December 31, 2025

	<u>Dec 31, 25</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-3,922.93
2001 · CHRYSTLER CAPITAL	-1,679.81
2000 · Accounts Payable - Other	<u>-1,679.81</u>
Total 2000 · Accounts Payable	<u>-5,602.74</u>
Total Accounts Payable	-5,602.74
Credit Cards	
2010 · Credit Cards	
2013 · WELLS FARGO BUSINESS LI...	-284,441.45
2010 · Credit Cards - Other	<u>101,510.41</u>
Total 2010 · Credit Cards	<u>-182,931.04</u>
Total Credit Cards	-182,931.04
Other Current Liabilities	
Federal Income Tax Payable	268,452.14
Loan from Shareholder	4,982.00
SMALL BUSINESS DISASTER LOAN	-14,411.87
2100 · Payroll Liabilities	118,324.13
2110 · Direct Deposit Liabilities	<u>91,209.13</u>
Total Other Current Liabilities	<u>468,555.53</u>
Total Current Liabilities	<u>280,021.75</u>
Total Liabilities	280,021.75
Equity	
Capital Stock	5,000.00
3900 · Retained Earnings	2,672,737.71
3925 · Paid in Capital	446,236.00
Net Income	<u>178,432.17</u>
Total Equity	<u>3,302,405.88</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,582,427.63</u></u>



CITY OF PERRIS

Joshua Estrada, Parks Supervisor
Community Services

February 9, 2026

ADDENDUM NO. 1

Request for Proposals to Provide Janitorial Services at the City of Perris Park Restroom Facilities

CHANGE: Questions to the RFP are due on Friday, Feb. 20, 2026 by 5:00 p.m.

THERE ARE NO OTHER CHANGES TO THE REQUEST FOR PROPOSALS. Proposals are due February 27, 2026 by 2:00 P.M. PST.

This signed Addendum must accompany the Proposal's Submittal:

Guaranteed Janitorial Service, Inc.
Company Name:

Martha Ortiz
Company's Authorized Officer

February 27, 2026
Date

Acceptance and Acknowledgement of Contract Agreement

This document serves as formal acknowledgement and acceptance of the Contract Agreement with the City of Perris, including any requested deviations from the City of Perris Sample Contract. The undersigned confirms that the terms and conditions have been reviewed and are accepted as stated, subject to the agreed-upon modifications.

Guaranteed Janitorial Service, Inc.

Martha Ortiz

Office Manager

February 27, 2026

Acceptance of Insurance Requirements

Guaranteed Janitorial Service, Inc. hereby acknowledges and agrees that it shall procure and maintain, at its sole cost and expense, insurance policies in a form and substance satisfactory to the City. Such insurance coverage shall remain in full force and effect throughout the entire term of this Agreement, including any extensions thereof.

The required insurance coverage shall include, but not be limited to, the following:

- Commercial General Liability Insurance
- Workers' Compensation Insurance
- Employer's Liability Insurance
- Automobile Liability Insurance
- Professional Liability Insurance

Guaranteed Janitorial Service, Inc.

Martha Ortiz

Office Manager

February 27, 2026



CERTIFICATE OF LIABILITY INSURANCE

GUARA-1

OP ID: SN

DATE (MM/DD/YYYY)

02/27/2026

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

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

PRODUCER BOSWELL INSURANCE AGENCY Agents & Brokers Inc (0A96080) 26461 Crown Valley Pkwy #200 Mission Viejo, CA 92691 Joe A. Boswell	949-855-0430	CONTACT NAME: Sandy Schlobohm PHONE (A/C, No, Ext): 949-855-0430 E-MAIL ADDRESS: sandy@boswellinsurance.com FAX (A/C, No): 949-582-2983													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: EMC Insurance Companies</td> <td>21415</td> </tr> <tr> <td>INSURER B: Omaha National Casualty Co</td> <td>32107</td> </tr> <tr> <td>INSURER C: Liberty Mutual Insurance</td> <td>24082</td> </tr> <tr> <td>INSURER D: StarStone National Insurance</td> <td>25496</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EMC Insurance Companies	21415	INSURER B: Omaha National Casualty Co	32107	INSURER C: Liberty Mutual Insurance	24082	INSURER D: StarStone National Insurance	25496	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

INSURED
Guaranteed Janitorial Services, Inc.
 13039 Eleventh Street
 Chino, CA 91710

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	S	6X28739	01/07/2026	01/07/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fidelity \$ 50,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	Fidelity Cov/Empl Dishonesty GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6X28739	01/07/2026	01/07/2027	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6X28739	01/07/2026	01/07/2027	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ 2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$ N/A			6X28739	01/07/2026	01/07/2027	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	S ONCC0701304503	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop/IM			6X28739	01/07/2026	01/07/2027	Limit 130,980
C	Service Bond			1818888C	01/08/2026	01/08/2027	Limit 25,000

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

Please see attached holder notes.

30 days notice of cancellation except 10 days for non pay

CERTIFICATE HOLDER

PERRI99

City of Perris
 1015 South "G" Street
 Perris, CA 92570-1998

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandy Schlobohm

ACORD 25 (2016/03)

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NOTEPAD

INSURED'S NAME

Guaranteed Janitorial

**GUARA-1
OP ID: SN**

**PAGE 2
Date 02/27/2026**

EXCESS LIABILITY:
Excess Liability is over \$2,000,000 EMC Umbrella policy
Carrier - D
Policy Number -#ESC00938943P00
Effective - 01/07/2026 to 01/07/2027
Limit - \$3,000,000
Deductible/SIR - None (N/A)

NOTEPAD:

HOLDER CODE **PERRI99**
INSURED'S NAME **Guaranteed Janitorial**

GUARA-1
OP ID: SN

PAGE 3
Date **02/27/2026**

The City of Perris, its officers, employees, and agents ("city parties") is included as Additional Insured with Waiver of Subrogation applies per form CG7578 2 19 attached and Primary and non-contributory applies per form CG7578 attached
Workers Compensation Blanket Waiver of Subrogation is included per form WCNO04WSA attached.

ATTACHMENT C.1

Complete the following cost proposal sheets, which are based on the amount of facilities at each site described on page 2 of the RFP. However, City of Perris reserves the right to change the frequency and number of facilities serviced during the term of this contract as needed. The billing rates listed here will be considered firm bids and will be the billing rates used in the event of any change. Your cost proposal must follow this format, which includes a breakdown of billing rates, as well as a total cost for the described service.

		Standard Restroom Rate	Holiday Rate
1	Facility Rate	\$ 15.21	\$ 30.00
2	Supplies & Equip.	\$ 3.00	\$ 3.00
3	Misc. (identify)	\$ 2.07	\$ 2.07
4	Total Billing Rate	\$ 20.28	\$ 35.07

ATTACHMENT C.2

Using the billing rates listed on the previous page, complete the following to determine the annual cost to the City of Perris for the level of staffing stated above. The contractor will only bill nine (9) holidays during the year: New Year's Day, MLK Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

5. BID SCHEDULE – Park Restroom

1.	Morgan Park Facility 1	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
	Facility 2	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X30	\$ 608.40 <hr/>
2.	Frank Eaton Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
3.	May Ranch Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
4.	Paragon Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X30	\$ 608.40 <hr/>
5.	Copper Creek Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
6.	Patriot Park Facility 1	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
	Facility 2	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X30	\$ 608.40 <hr/>
7.	Bob Long Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>
8.	Skydive Park	Weekly Restroom maintenance per Specifications.	\$ 20.28 <hr/> Per Day	X 30	\$ 608.40 <hr/>

9.	Foss Field Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
10.	Metz Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
11.	Enchanted Hills Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
12.	Mercado Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
13.	Rotary Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
14.	Goetz Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>
15.	Monument Ranch Park	Weekly Restroom maintenance per Specifications.	<u>\$ 20.28</u> Per Day	X 30	<u>\$ 608.40</u>

Monthly Total \$ 10,342.80

Yearly Total \$ 128,100.27
(Day Rate X 365 days)

ATTACHMENT C.3 -

To: City of Perris
101 North D Street
Perris, CA 92570

Subject: JANITORIAL SERVICES AT THE CITY OF PERRIS PARK RESTROOM FACILITIES

The undersigned, having thoroughly read this RFP and carefully examined City of Perris' specifications attached hereto, hereby proposes and agrees to furnish all necessary labor, materials, equipment, and any other incidentals required to provide Janitorial services in strict conformity with City of Perris' specifications for the stipulated annual sum of:

One Hundred Twenty-Eight Thousand, One Hundred Dollars, and Twenty Seven Cents

Year -1 Total _____ **Dollars (\$ 128,100.27)**

This sum stated above is all-inclusive and I have no expectation of City of Perris providing any resources that might be required to perform the work described in this RFP.

I understand that the City of Perris staffing requirements with respect to guard services may change during the term of the contract. If selected as the contractor for providing these services, the undersigned agrees to execute an agreement for work to be accomplished under the stipulated annual sums provided above or, should City of Perris staffing needs change during the term of the contract, to bill City of Perris at the billing rates stated in this proposal. The undersigned also agrees to provide evidence of required workers' compensation insurance to statutory limits and general liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate and to name the City of Perris as an additional insured.

Contractor Name Guaranteed Janitorial Service, Inc.

Contractor Address 13039 Eleventh Street, Chino California 91710

Authorized Signature Martha Ortiz

Title Office Manager

ATTACHMENT D – REFERENCES

Please provide five references from clients for which your company currently provides or has provided within the last two years, services with similar scope of work and size of facility as described in this RFP. Please complete all information for each reference.

1. Company Name: City of Perris
Address: 101 North D Street, Perris California 92570
Contact Person: Mr. Arturo Garcia E-mail agarcia@cityofperris.org
Phone Number: 951.435.7220 ext.120 Fax n/a
Date of Contract: April 2020 - Active

2. Company Name: City of Chino
Address: 5050 Schaefer Avenue, Chino California 91710
Contact Person: Mr. Salvatore Parra E-mail sparra@cityofchino.org
Phone Number: 909.334.3548 Fax _____
Date of Contract: Effective August 1, 2022 - Active

3. Company Name: City of Corona
Address: 400 S. Vicentia Avenue Corona California 92882
Contact Person: Mr. Moses Cortez E-mail moses.cortez@coronaca.gov
Phone Number: 951.830.0906 Fax _____
Date of Contract: Effective January 2, 2018 - Active

4. Company Name: City of Riverside
Address: 8095 Lincoln Avenue, Riverside California 92504
Contact Person: Mr. Jacob Schwerdt E-mail jschwerdt@riversideca.gov
Phone Number: 951.826.5311 Fax n/a
Date of Contract: Effective July 1, 2021 - Active

5. Company Name: City of Upland
Address: 460 N. Euclid Avenue, Upland California 91786
Contact Person: Mr. Matt Slagle E-mail mslagle@uplandca.gov
Phone Number: 909.358.9912 Fax n/a
Date of Contract: Effective August 1, 2024 - Active

ATTACHMENT E – PARK LOCATIONS

Facility locations

Park #	Park Name	Address	Restroom	Parking Gates
1.	Morgan Park	600 East Morgan Street	2	X
2.	Frank Eaton Park	3600 Bradley Road	1	
3.	May Ranch Park	3033 Poppy Court	1	X
4.	Paragon Park	64 Spectacular Bid Street	1	X
5.	Copper Creek Park	217 Citrus Avenue	1	
6.	Patriot Park	525 Murrieta Road	2	X
7.	Bob Long Park	90 East San Jacinto Avenue	1	X
8.	Skydive Park	415 Dale Street	1	X
9.	Foss Field Park	138 North Perris Boulevard	1	
10.	Metz Park	251 Metz Road	1	X
11.	Enchanted Hills Park	1400 Weston Road	1	X
12.	Mercado Park	925 South D Street	1	
13.	Rotary Park	1491 South A Street	1	
14.	Goetz Park	3020 Goetz Road	1	
15.	Monument Ranch Park	163 Monument Parkway	1	

EXHIBIT "B"

SPECIAL REQUIREMENTS

N/A

Exhibit "B"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate Consultant for the services outlined in Exhibit "A" not to exceed the contract sum of \$128,100.27. The following rates shall include all expenses incurred by Consultant in the performance of the required services. Consultant shall be paid within thirty (30) days after City's receipt of monthly invoices by the City Manager and shall include details as to the services performed. Consultant shall be paid for actual services provided.

Exhibit "C"

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

Park restroom custodial services shall be completed in accordance with the following standards outlined in the Janitorial Services Request for Proposals dated January 28, 2026.

Standard #	TASK (Refer to Standards)	Frequency
100	Restrooms and Washrooms	
100.1	Clean all surfaces of sinks, showers, toilet seats, urinals, plumbing, counter tops, and fixtures with germicide detergent. Clean all drain screens	D
100.2	Remove liners upon each visit, wash all sanitary napkin, feminine products and waste receptacles with germicidal detergent and replace with new liners	D
100.3	Clean all receptacles, dispensers, and tissue holders with germicidal detergent and restock	D
100.4	Spot clean all partitions, walls, enamel, tiles, etc.	D
100.5	Wash all partitions, walls, windowsills, etc.	W
100.6	Clean all mirrors and glass surfaces, etc.	D
100.7	Clean, wet mop, or rinse all floor surfaces with germicidal detergent	D
100.8	Free minor plumbing if plugged; contact the city if problem cannot be corrected	A/R
100.9	Maintain water level in floor drains weekly where required	W
100.10	Dust all areas	W
100.11	Scrub floors, apply seal and / or finish	A/R
100.12	Clean water fountains with germicide detergent	D
100.13	Clean all metal and painted surfaces including door hardware, handrails, grilles, and vents	D
100.14	Transport trash to designated location	D
101	Ceilings, Light Fixtures, and Vents	
101.1	Dust light fixtures	W
101.2	Remove insects and cobwebs in the interior and exterior of the restroom building	D
101.3	Dust all wall and ceiling vents	W
101.4	Report all flickering, burnt out lights	A/D
101.5	Remove debris from walls and ceilings	D
102	Janitor Rooms and Contractors' Spaces	
102.1	Maintain tidy space including equipment, supplies, etc.	A/R
102.2	Clean floors sinks, walls, shelves, equipment, etc.	D
102.3	Clean supply of cloths, mops, etc.	D
102.4	All chemicals and containers labeled in accordance with applicable regulations, irrespective of place purchased and maintain MSDA sheets as directed by OSHA	C
102.5	Clean walkways	D
Frequency Standards Key		
D	Daily	
C	Check and maintain to current	
W	Weekly	
A/R	As Required	



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

10.L.

- MEETING DATE:** April 14, 2026
- SUBJECT:** Consideration to approve the Purchase a Reelmaster 3100-D Mower from Turf Star Western for the Parks and Community Services Department.
- REQUESTED ACTION:** That the City Council approve the authorization to purchase one Reelmaster 3100-D mower and authorize the City Manager to execute the agreement and all necessary documents, subject to the City Attorney's approval as to form.
- CONTACT:** Arcenio Ramirez, Director of Parks and Community Services
-

BACKGROUND/DISCUSSION:

The City of Perris remains committed to maintaining high standards and continuously improving its parks and open spaces to ensure they are clean, safe, and welcoming for the community. As the City continues to grow and park usage increases, the need for efficient and reliable maintenance equipment becomes increasingly important. With the reopening of Foss Field Park, the acquisition of a new mower is essential to support effective sports turf maintenance of the ball field. This mower is specifically designed for low-cut turf areas, providing enhanced efficiency and precision while improving the overall appearance and health of the turf, thereby contributing to the functionality and visual quality of the park.

To ensure best value, staff conducted a comprehensive procurement process. First, staff utilize Sourcewell (formerly the National Joint Powers Alliance), a cooperative purchasing agency, to identify competitively priced equipment through pre-negotiated contracts. This approach ensure access to the most favorable pricing available. Additionally, staff reached out to other vendors to solicit quotes for the same equipment; however, no additional quotes were received. This outcome further supports the competitiveness and value of Sourcewell pricing.

Based on the pricing obtained through Sourcewell, staff recommends the purchase of one Reelmaster 3100-D mower in the total amount of \$56,608.38, representing the best available value. This purchase will be funded through the approved Fiscal Year 2025-2026 budget.

Staff requests that the City Council authorize the purchase of the mower for the Parks Division from Turf Star Western.

BUDGET (or FISCAL) IMPACT:

The Parks Division Equipment Purchase account for Fiscal Year 2025-2026 contains sufficient funding to cover the total cost of this purchase; therefore, no additional budget appropriations are required.

Prepared by: Joshua Estrada, Parks Supervisor

REVIEWED BY: Arcenio Ramirez, Director of Parks & Community Services

Assistant City Manager: MB

Assistant City Manager: JK

Director of Finance: MS

Attachments:

1. Turf Star Western Quote

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:



CITY OF PERRIS

COMMUNITY SERVICES

Attachment 1: Turf Star Western Quote



Date: March 23, 2026

Quotation for City Of Perris

Quote No: Q013104

Prepared For:	Joshua Estrada	Quote No:	Q013104
	City Of Perris 1015 S G ST Perris CA 92570-2410 United States of America	Sales Person:	TM John Perez andrew.richiger@turfstar.com

Sourcewell Contract Pricing. 22% off MSRP City of Perris Sourcewell Member # 98920. Ventrac Sourcewell Contract # 112624-TTC-2.

Summary

Configuration Name	Qty	Unit Price	Unit Total
03170: Reelmaster 3100-D (Supersedes 03206,03200)	1	\$52,536.77	\$52,536.77

Accepted By: _____

Sub Total	52,536.77
Sales Tax	4,071.61
Total	56,608.38



Date: March 23, 2026

Quotation for City Of Perris

Quote No: Q013104

Configuration Product Details 03170: Reelmaster 3100-D (Supersedes 03206,03200)

Model	Product Description	Qty	Unit Price	Unit Total
03170	Reelmaster 3100-D (Supersedes 03206,03200)	1	\$29,824.86	\$29,824.86
03191	RM3100 32in 8Blade ES(RR) DPA C/U	3	\$5,585.58	\$16,756.74
03173	32in Lift Arm Kit-RM3100 (Supersedes 03221)	1	\$1,731.60	\$1,731.60
119-0635	DPA ROLLER TIPPER KIT (RM3100) (Supersedes 117-0972)	1	\$83.03	\$83.03
114-9369	REAR ROLLER SCRAPER KIT(32IN)	1	\$200.15	\$200.15
03244	RM3100 End Weight Kit(Set of 3)	1	\$312.78	\$312.78
30671	Universal Sunshade Red	1	\$880.62	\$880.62
136-3315	KIT-WHEEL WEIGHT, GM3500/RM3100	1	\$978.36	\$978.36
133-1308	COVER SEAT,HI-BACK	1	\$68.63	\$68.63
FSD1	Setup	1	\$850.00	\$850.00
FSD2	Delivery	1	\$850.00	\$850.00

Totals:

\$52,536.77



Date: March 23, 2026

Quotation for City Of Perris

Quote No: Q013104

Standard Terms and Conditions:

All customer orders require a review and either a customer signature on the final TSW quotation or a customer Purchase Order which includes the TSW quotation. In addition the customer must include a preferred delivery date, and any specific set-up requirements, such as Height of Cut, and the payment method must be pre-approved by TSW before proceeding with the order's acceptance.

All equipment sales are final, as most equipment is custom and specific to an application. Order cancellations must be approved in advance by TSW and will incur a 15% restock and handling fee.

Office Locations:

Northern California:

3928 N. Blattela Lane
Fresno, CA 93727

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742

Southern California:

79-893 Country Club Drive
Bermuda Dunes, CA 92203

955 Beacon Street
Brea, CA 92821

2255 Meyers Avenue
Escondido, CA 92029

Pacific Northwest:

1750 Industrial Dr. NE
Salem, OR 97301

5869 South 194th
Kent, WA 98032

2824 East Garland
Spokane, WA 99207

(800) 585-8001



WARNING:

Cancer and Reproductive Harm - <http://www.P65Warnings.ca.gov>
For more information, please visit <https://www.tccoCAProp65.com>

CALIFORNIA SPARK ARRESTED WARNING



Pricing for the Sourcewell contract offers participating agencies the following discounts:**

- Toro Commercial Equipment: 22% off US MSRP
- Toro Specialty Vehicles: 7% off US MSRP
- Toro Bullseye Equipment: 5% off US MSRP
- Toro Turf Pro/Range Pro: 0% off US MSRP
- Toro Digistal Solutions: 0% off US MSRP
- Toro Landscape Contractor Equipment (LCE) (A): 27% off US MSRP
- LCE Allied Products (B): 0% off US MSRP
- Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off US MSRP
- Toro Siteworks System (SWS) Equipment: 17% off US MSRP
- BOSS Snow Removal Equipment: 25% off US MSRP
- BOSS Snow Removal Equipment (Snowrator Units Only): \$400 off US MSRP
- Ventrac 4520 Series Products: 12% off US MSRP
- Ventrac 2120 Products: 3% off US MSRP
- Toro Golf Irrigation: 40% off US MSRP
- Toro Residential Commercial Equipment (RES COM): 40% off US MSRP
- Irritrol Irrigation Products: 0% - 40% off US MSRP
- Rain Master Irrigation Products: 0% - 40% off US MSRP
- Sentinel Irrigation Products: 35% off US MSRP
- Large Rotors: 15% off US MSRP
- Third party attachments and used equipment: distributors/dealers will set the price but will not exceed list price.

****Pricing is subject to changed based on market conditions, availability, and other factors.**

A tariff surcharge may be added to orders at the discretion of the distributor -- not to exceed 10% of the total cost of the order.

Setup Fees:

Toro's authorized distributors/dealers may include setup fees – not to exceed 5% of the total product cost, plus up to an additional 5% for cab-unit setups. Setup fees must be identified as a separate line-item on the quotation.

Delivery:

In addition, authorized distributors/dealers may include delivery fees – not to exceed 5% of the total product cost, which must be identified as a separate line-item on the quotation.

Installation:

Toro's authorized distributors may include installation fees for autonomous solutions – not to exceed 10% of the total product cost, which must be identified as a separate line-item on the quotation.



A MUST FOR ANY COURSE.

REELMASTER 3100-D



EdgeSeries® Reels

EFFORTLESS MAINTENANCE
 The ReelMaster 3100-D's reel rolls from behind the mower deck. The bars on all 16 rollers are made of 500-series stainless steel fibers, not iron. No oil or grease is needed to keep them running smoothly. The reel is also easy to service and maintain, including the center unit. The mower also has easy-access jacking via the joystick control.

SIDEWINDER®
 The ReelMaster 3100-D is the only reel mower with Sidewinder® technology. Sliding side-cutting units shift left and right a total of 24 (81 cm) to reach turf in the perfect position for mowing. Sidewinder's unique wheel control is a must. Add the legendary Toro cutting units and mow configuration, and the 3100-D is the best reel mower on the market. It's the quality and reliability that's second to none.

AN ALL-AROUND PERFORMER
 The ReelMaster 3100-D has superior traction on rolling and hilly terrain, even with heavy early morning dew. The Series/Parallel™ 3-wheel drive system maintains power to a minimum of two wheels to prevent slippage and spin-outs no matter where you are on the course. Its 9 mph (14 km/h) cruise-past speed helps get you around the course quickly.

GENTLE ON TURF
 The ReelMaster 3100-D is a 100% cast-iron reel built for superior cutting on 100-lawns, all-wood surfaces and sand holes. A 3-cylinder Kubota® diesel engine provides smooth, adjustable and consistent speed for a better cut.
 • Kubota 21.8 (16.4 kW) diesel engine
 • Enhanced Sidewinder® air 9 cylinders
 • 72" (183 cm) or 85" (216 cm) width of cut
 • Series/Parallel™ 3WD

QUALITY THAT WON'T QUIT
 The ReelMaster 3100-D is our most advanced reel mower for the top 100 lawns. Its heavy-duty steel and steel tube frame, welded steel construction, and high-carbon steel blades won't let you down.

REELMASTER 3100-D



CITY OF PERRIS

10.M.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Consideration to award a Public Works Contract to United Storm Water, Inc for the Flood Control Storm Drain Screen Retrofit Project (Specification No. FCD 1-2025-26-03) in the amount of \$463,398.00 with a 10% contingency of \$46,339.80, totaling \$509,737.80

REQUESTED ACTION: That the City Council:

- 1) Award the bid to United Storm Water, Inc. for Flood Control Storm Retrofit Project (Specification No. FCD 1-2025-26-03) in the amount of \$463,398.00 with a 10% contingency of \$46,339.80, totaling \$509,737.80.
- 2) Authorize the City Manager to execute the Public Works Contract and all necessary documents, approved as to form by the City Manager

CONTACT: Bryant Hill, Public Works Director

BACKGROUND/DISCUSSION:

The Flood Control Storm Drain Screen Retrofit Project (Specification No. FCD 1-2025-26-03) involves installing “Connector Pipe Screens” in 457 existing catch basins throughout various Flood Control District neighborhoods and commercial areas within the city.

In 2017, the State of California required jurisdictions to install “Full Capture” trash devices in their storm drain systems within a 10-year implementation period, with a final statewide compliance deadline of 2030. These devices not only reduce trash and debris but also result in savings for taxpayers by reducing the costs of pipe cleaning, video service, and hydrodynamic separator maintenance. Upon completion of the proposed project, the City will achieve approximately 98% compliance with the State. The remaining 2% consists of catch basins with unique or non-standard configurations that pose installation challenges. In these instances, the City will achieve equivalent trash capture through alternative compliance measures in accordance with State Trash Amendments.

On February 2, 2026, the project was advertised on PlanetBids, the City’s electronic bidding platform, and the bids opened on February 24, 2026. A total of three bids were received. Following a careful review of all submitted bids, United Storm Water Inc., in the amount of \$ 463,398.00, was determined to be the lowest responsive and responsible bid.

Below is a list of the results generated by Planet Bids of responsive bidders:

Bidder	Total Bid Rank	Total Bid Amount
United Storm Water, Inc.	1	\$ 463,398.00
Waterwerx Inc.	2	\$ 733,485.00
Downstream Services, Inc.	3	\$ 824,530.00

Staff recommends that the City Council 1) Award a Public Works Contract to United Storm Water, Inc. in the amount of \$463,398.00 with a 10% contingency amount of \$46,339.80; 2) Authorize the City Manager to execute the Public Works Contract and all necessary documents, approved as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT: There will be no budgetary impact to the General Fund. Funding for the project was approved by Council with the 2025-2026 fiscal year NPDES budget.

Prepared by: Cecilia Salazar, Special Districts Supervisor

REVIEWED BY:

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: MS

Attachments:

1. Project Location Exhibits- Due to the size of the documents, they can be viewed in the City Clerk's office or at this link: <https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>
2. Planet Bids Bid Results
3. United Storm Water, Inc. Bid Proposal- Due to the size of the documents, they can be viewed in the City Clerk's office or at this link: <https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>
4. Draft Public Works Contract

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

Attachment 1

Project Locations-Exhibits

Due to the size of the documents, they can be viewed in the City Clerk's office or at this link: <https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>

Attachment 2
Planet Bids Bid Results

Flood Control Storm Drain Screen Retrofit Project (Specification #FCD1-2025-26-03)
Planet Bids Bid Results List

Row Labels	United Storm Water, Inc.	Waterwerx Inc.	Downstream Services, Inc.
FC GF (NORTH & SOUTH)	\$268,710.00	\$425,325.00	\$377,890.00
FCD NORTH	\$158,184.00	\$250,380.00	\$395,304.00
FCD SOUTH	\$36,504.00	\$57,780.00	\$51,336.00
Grand Total	\$463,398.00	\$733,485.00	\$824,530.00

Lowest, most responsible proposal:	\$ 463,398.00
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Attachment 3

United Storm Water, Inc. Proposal

Due to the size of the documents, they can be viewed in the City Clerk's office or at this link: <https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings>

Attachment 4

Draft Public Works Contract

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PUBLIC WORKS CONSTRUCTION CONTRACT

BETWEEN CITY OF PERRIS AND

UNITED STORM WATER, INC.

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("Contract") is made and entered into as of the date executed by the City Manager, by and between United Storm Water, Inc., a California corporation, ("**Contractor**") and the City of Perris, a California municipal corporation, ("**City**") for a total amount of \$509,737.80, consisting of \$463,398.00 as set forth in Contractor's bid (the "**Contract Amount**") and up to \$46,339.80 in a Construction Contingency amount if approved by the City pursuant to this Contract.

RECITALS

WHEREAS, City sought bids pursuant to the Perris Municipal Code for the Project (defined below); and

WHEREAS, City did accept the bid of Contractor dated February 18, 2026 ("**Contractor's Bid**"); and

WHEREAS, the City Council has authorized the City Manager to enter into a written contract with Contractor for furnishing labor, equipment, and material for the construction of:

JOB NO.:	<u>SPECIFICATION NO. FCD 1-2025-26-03</u>
DESCRIPTION:	<u>Flood Control Storm Drain Screen Retrofit Project</u>
LOCATION:	<u>Citywide</u>

(hereinafter referred to as the "**Project**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK

- a. Work. Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Project (collectively, the "**Work**"). Said Work shall be performed in accordance with (i) all of the Contract Documents incorporated herein, (ii) the bid prices contained in the Contractor's Bid, and (iii) the instructions of the City Manager or his/her designee (the "Project Manager"). By executing this Contract, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of Work to be performed, (ii) has carefully considered how the Work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Contract. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Work hereunder.

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- b. Warranty. Contractor warrants all work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Contract, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.
- c. Final Acceptance. Acceptance of the Project shall only be by action of the City Manager or his or her designee. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Contract and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

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2. CONTRACT DOCUMENTS INCORPORATED

This Contract includes and hereby incorporates in full each of the following documents, including all exhibits, drawings, plans and specifications, attachments and addenda thereto (collectively, the “**Contract Documents**”):

- i. Notice Inviting Bids
- ii. Instructions to Bidders
- iii. Bid Forms
- iv. Contractor's Bid
- v. General Provisions
- vi. Special Provisions
- vii. Technical Specifications
- viii. Project Plans
- ix. Performance and Payment Bonds
- x. All change orders authorized after execution of this Contract.

This Contract is intended to require a complete and finished Project and anything necessary to complete the Work properly. Further, Contractor shall perform the Work in accordance with applicable law and lawful governmental regulations (including, but not limited to, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City), whether set out specifically in this Contract or not. Should it be ascertained that any inconsistency exists between the Contract Documents and this Contract, the provisions of this Contract shall control, except as required and specified under law.

3. CONSTRUCTION START AND COMPLETION DATE

a. Start and Completion

The mandatory start construction date shall be the date stipulated in the Notice to Proceed issued by the Project Manager (“**Start Date**”). Contractor shall complete the Project within one hundred and fifty (**150**) Calendar Days from the Start Date (“**Completion Date**”). City and Contractor acknowledge and agree that at the time of execution of this Contract it is impracticable and extremely difficult to fix the actual damages that will be incurred by City if Contractor fails to complete the Project by the Completion Date. Accordingly, City and Contractor agree that liquidated damages in the amount of One Thousand Dollars (\$1,000.00) for each calendar day the Project remains incomplete beyond the Completion Date is a reasonable sum to assess as liquidated damages due to City by reason of the failure

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of Contractor to complete the Project. City may deduct the amount of liquidated damages from any payment due or that may become due to Contractor under this Contract. Progress payments made after the Completion Date shall not constitute a waiver of liquidated damages.

Contractor's Initials: _____

b. Force Majeure

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

4. INSURANCE AND BONDS

a. Insurance

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Contract including any extension thereof, the following policies of insurance:

- i. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded

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from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

- ii. Worker's Compensation Insurance. 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 Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Contract. At a minimum, Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- iii. Business Automobile Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Contract, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iv. Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Project site or any staging area.
- v. Professional Liability Insurance (Errors & Omissions). Contractor shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Contract.

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- vi. Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
- vii. General Insurance Requirements.
- (1) Primary/noncontributing; Waiver of Subrogation. All of the above policies of insurance shall be primary insurance. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against City, its officers, employees and agents, and its insurers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - (2) Evidence of Insurance. No work or service under this Contract shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverage and said Certificates of Insurance or binders are approved by the City. In the event any of the above policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Project Manager or the Project Manager's designee, as defined in the Contract Documents and incorporated herein.
 - (3) Not Limiting. Contractor agrees that the provisions of this Section 4(a) shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.
 - (4) Subcontractors. In the event the Contractor subcontracts any portion of the Work pursuant to this Contract, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

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- (5) Duration of Coverage. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors.
- (6) City's Rights of Enforcement. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Contract.
- (7) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- (8) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- (9) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (10) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

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- (11) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- (12) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (13) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- (14) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.
- (15) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- (16) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies.
- (17) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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b. Performance and Payment Bonds

Concurrently with execution of this Contract, Contractor shall deliver to the City the following bonds:

- i. Payment Bond. Concurrently with the execution of this Contract, Contractor shall deliver to City a Payment Bond in a sum not less than one hundred percent (100%) of the total Contract Amount which secures payments to persons furnishing labor, subcontractors, and suppliers in the event of default by Contractor. The payment bond shall be unconditional and remain in force during the entire term of the Contract and shall be null and void only if the Contractor completely and faithfully pays all persons furnishing labor, subcontractors, and suppliers that have been approved in writing to perform in whole or part the services required herein.
- ii. Performance Bond. Concurrently with execution of this Contract, Contractor shall deliver to City a Performance Bond in the sum of not less than one hundred percent (100%) of the total Contract Amount which secures the faithful performance of this Contract, unless such requirement is waived by the Project Manager or the Project Manager's designee. The bond shall be unconditional and remain in force during the entire term of the Contract and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Contract.

All bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. All bonds shall be unconditional and remain in force during the entire term of this Contract. All bonds shall be in substantially the form as provided in **Exhibit "A"**.

City shall release the Payment Bond and the Performance Bond when the following have occurred: (1) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under this Contract, (2) the work for the Project has been finally accepted by the City, and (3) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Payment Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law

c. Sufficiency of Insurer and Surety

Insurance and bonds required by this Contract shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or higher in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or larger, unless otherwise approved by the City's Risk Manager due to unique circumstances. In

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addition, the insurance carrier must be currently authorized by the Insurance Commissioner to transact business of insurance or be on the List of Approved Surplus Line Insurers issued by the State of California. If the City determines that the work to be performed under this Contract creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds required this Contract may be changed accordingly upon receipt of written notice from the City.

5. COORDINATION OF WORK

a. Representatives and Personnel of Contractor

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
Name	Title
_____	_____
Name	Title
_____	_____
Name	Title

The Principals shall be responsible during the term of this Contract for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Contract, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Contract, prior to and during any such performance.

b. Status of Contractor

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. Contractor shall not

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at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

c. City's Project Manager

It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Contract.

d. Independent Contractor

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

6. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Contract. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Contract. In addition, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer,

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including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

7. COMPLIANCE WITH LABOR AND WAGE LAWS

a. Prevailing Wages.

In accordance with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, Contractor and any subcontractor under Contractor is required to pay not less than the general prevailing rate of per diem wages to all workmen employed in the performance of this Contract, for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, pursuant to the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the office of the City's Public Works Department, located at 1015 S G St., and are available to any interested party upon request; or may be obtained online from the Department of Industrial Relations website at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Contractor shall cause a copy of such determinations to be posted at the job site.

Contractor and any subcontractor under Contractor is subject to forfeiture of penalties to City, as provided under the provision of Section 1775 of the California Labor Code for each worker employed, for each calendar day or portion thereof, if such worker is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the California Labor Code. Penalties shall be in addition to civil penalties, restitution of wages, liquidated damages to the employee, and any other applicable penalties imposed by the Labor Commissioner pursuant to the California Labor Code, or court of law.

By entering into this Contract, Contractor certifies that neither it nor any person or firm that has an interest in Contractor's firm is a person or firm that is barred from being awarded Public Works contracts by virtue of Section 1777.1 of the California Labor Code.

Contractor and any subcontractor under him shall submit, not less than monthly to the City and to the Labor Commissioner (or at a greater frequency as may be required by the Project Manager), certified copies of the payroll records for all workmen employed in the performance of this Contract for the preceding month's pay periods, and shall comply with all statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification, and their availability for inspection as required by Labor Code Section 1776 and the Contract Documents. Contractor and any subcontractors must furnish

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electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner not less than monthly.

b. Apprenticeship Employment.

In accordance with the provisions of Section 1777.5 of the California Labor Code as amended, and in accordance with the Regulations of the California Apprenticeship Council, properly indentured apprentices may be employed in the prosecution of the Work.

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code concerning the employment of apprentices by Contractor or any subcontractor under him.

Contractor and subcontractors under Contractor shall comply with all requirements of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.

c. Legal Hours of Work.

Eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Contract, and Contractor, and any subcontractor under him, shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

Contractor and any subcontractor under Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25) for each worker employed in the execution of this Contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of California Labor Code Section 1813, as amended.

d. Workers' Compensation.

California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the

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provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor’s Authorized Initials _____

e. Public Works Contractor Registration.

Pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, a contractor or subcontractor shall not be qualified to engage in the performance of any contract for public work with City, as defined in said chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the same. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor shall cause job site notices to be posted as prescribed by regulation.

f. Contractor’s Responsibility for Subcontractors.

For every subcontractor who will perform work under this Contract, Contractor shall be responsible for such subcontractor’s compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Contract. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor’s compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

8. DISCOVERY OF UNKNOWN CONDITIONS

- a. Pursuant to Public Contract Code Section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project;

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or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

- b. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Contract.
- c. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

9. UNIDENTIFIED UTILITIES

To the extent required by Government Code Section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Contract is subject to Government Code Sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

10. TRENCH EXCAVATION

Pursuant to Labor Code Section 6705, if this Contract is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This Section shall not be deemed to allow the use of a shoring, sloping, or

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protective system less effective than that required by the Construction Safety Orders. This Section shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

11. NON-DISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor and subcontractor under Contractor for public works violating this Section is subject to all of the penalties imposed for a violation of Chapter I of the Labor Code in accordance with the provisions and of Section 1735 of said Code.

12. LICENSES, PERMITS, FEES AND ASSESSMENTS

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Contract. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Contract, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

13. CONTRACTOR'S LIABILITY; INDEMNIFICATION

a. Non-Liability of City.

City, its elected and appointed officials, officers, agents and employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either worker, employees of Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Work. Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the active negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the Work, or at any time before its completion and final acceptance.

b. Indemnification.

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Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Contract or its failure to comply with any of its obligations contained in this Contract, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Contract.

Contractor obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

14. SUBCONTRACTOR COMPLIANCE

Contractor shall be responsible for ensuring compliance by any subcontractor or lower tier subcontractor under it with this Contract, all State and Federal laws, codes and regulations, and Municipal Ordinances and Regulations of City.

15. THIRD PARTY CLAIM

Contractor shall notify City within 72 hours of the receipt of any third-party claim relating to this Contract.

16. CONTRACT PRICE AND PAYMENT

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City shall pay Contractor for furnishing the material and doing the prescribed Work per the unit prices set forth in the Contractor's Bid. Contractor agrees to monthly progress payments as described in the Contract Documents.

No expenditure from the Construction Contingency ("**Contingency**") for any labor, equipment, materials, or any other article or service whatsoever, provided in relation to the Work shall be made without the prior written approval of City. Such expenditures and/or payments from the Contingency shall be made only pursuant to a Change Order signed by both parties. Verbal authorization to proceed with additional work shall not satisfy the requirement for a signed Change Order. No Change Orders combined shall exceed the Contract Amount plus the Contingency. The Contingency is for the sole and exclusive benefit and use of City for adjustments to the Contract Amount. The establishment of the Contingency is not to be construed as a promise, representation, or guarantee of the amount of compensable changes that may occur, which may be substantially more or less than the Contingency. Upon final completion and final payment, any portion of the Contingency that has not been expended by City for compensable changes expressly authorized by Change Order shall not be part of the total Contract Amount and shall not be payable or owed to Contractor.

a. Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Contract, Contractor is certifying compliance with all provisions of this Contract.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the Department of Industrial Relations. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Contract, as applicable, with Contractor's first invoice. If these rates change at any time during the term of this Contract, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

Upon receipt and approval of an invoice by the City, City shall pay Contractor in a manner consistent with City's normal procedures for handling accounts payable, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the Bid Schedule of Values contained in the Contract Documents, and inspection made by the City, unless otherwise directed by the Project Manager, the Project Manager's designee, or labor compliance officer. Payment to Contractor for work performed pursuant to this Contract shall not be deemed to waive any defects in work performed by Contractor.

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b. Retention of Funds.

City will deduct a five percent (5%) retention from all progress payments in accordance with Public Contract Code Sections 22300 and 7201, which are hereby incorporated into this Contract. City shall permit the substitution of securities for any moneys withheld by City to ensure performance under this Contract. The retention held by the City shall be released within sixty (60) days after the date of completion of the work and the Project, as required by Public Contract Code 7107, which is hereby incorporated into this Contract. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

17. ADDITIONAL SERVICES

- a. City shall have the right at any time during the performance of the Work, without invalidating this Contract, to order extra work beyond that specified in the General Scope of Work, set forth in Section 1 of this Contract, or make changes to the Work by altering, adding to or deducting from said Work. No such extra work may be undertaken unless a written change order is first given by the Project Manager or the Project Manager's designee to the Contractor, incorporating therein any adjustment in (1) the Contract Amount, and/or (2) the time to perform this Contract, which said adjustments are subject to the written approval of the Contractor ("**Change Order(s)**"). Written Change Orders shall be made on forms prescribed by the Project Manager in accordance with the Contract Documents. Within ten (10) days after submission to the Project Manager of a Change Order that impacts the Contract Amount or the time for performance of the Work, the Contractor's representative shall provide the City's representative a written estimate of the effect of the proposed Change Order upon the Contract Amount and the actual cost of services that would be required for the change, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices and wage rates and the effect upon time for performance of the work for such Change Order. All Change Orders must be signed by the Contractor and the Project Manager (or his or her designee) prior to commencing the extra work thereunder.
- b. Any increase in compensation of up to ten percent (10%) of the Contract Amount or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days may be approved by the Project Manager, provided that such increase does not materially affect the Work in a detrimental manner or materially and detrimentally affect the interest of the City. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.
- c. Any adjustment in the Contract Amount for a Change Order must be in accordance

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with the rates set forth in the Contractor's Bid and the Bid Schedule of Values. If the rates in the Contractor's Bid do not cover the type of work or materials in the Change Order, the cost of such work or materials shall not exceed an amount agreed upon in writing and signed by Contractor and the Project Manager. Contractor is solely responsible for timely performance of the work as changed by written direction. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order that is completed to the satisfaction of the City, as follows:

- i. Labor: The cost of labor shall be the actual cost for the wages of workers and subcontractors performing the work for the Change Order at the time such work is performed. The use of labor classifications that would increase the cost of such work shall not be permitted.
 - ii. Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or the lowest current price for which such materials and equipment are reasonably available at the time the work is performed, whichever is lower.
 - iii. Daily Reporting: Contractor must provide a daily report that includes all invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include the following: (1) list of names of workers, classifications, and hours worked; (2) description and list of quantities of materials used; (3) type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; (4) description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights to payment for the work performed for that day.
- d. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Contract or the Work, while City seeks estimates from third party contractors to perform additional services.
- e. No claim for an increase in the Contract Amount or time for performance shall be valid unless the procedures established in this Section are followed.

18. RIGHTS, TITLE, INTEREST

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Pursuant to California Public Contract Code Section 7103.5(b), in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

19. DEFECTIVE WORK

City's inspection of the Work and the Project shall not relieve Contractor of any obligations to fulfill this Contract and complete the Project in accordance with the Contract Documents. Defective work and materials shall be made good. Failure of City to identify a defect, or failure of an inspector to reject any portion of the Work, is not acceptance or a waiver of poor workmanship notwithstanding payments or release of any retention in whole or in part, and shall not be construed to waive any of City's rights or remedies under this Contract.

20. TERMINATION

City may terminate this Contract in whole or in part for cause or convenience by giving ten (10) calendar days' written notice to Contractor. Where Contractor's services have been so terminated by City, said termination shall not affect any right or remedy of City against Contractor or the surety, then existing or accrued thereafter.

a. Termination for Cause

It is City's right to terminate this Contract upon Contractor's failure to comply with the provisions of this Contract, which includes, but not limited to, (1) Contractor's refusal or failure to perform the Work required under this Contract with diligence to ensure substantial completion of the Project by the Completion Date. Termination shall be effective if Contractor does not cure its failure to perform in a manner acceptable to City within ten (10) calendar days of notice of termination; (2) Contractor fails to comply with the provisions of this Contract; (3) Contractor violates any ordinance, regulation, State or Federal Law which applies to its performance under this Contract; (4) Contractor files bankruptcy or otherwise becomes insolvent; (5) Contractor makes a general assignment for the benefit of creditors; (6) a trustee or receiver is appointed for the Contractor or his property; (7) Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; (8) Contractor has abandoned the Work or the Project, and/or; (9) Contractor disregards proper directives of the architect, inspector, or Project Manager under the Contract Documents. It will be at City's sole discretion to allow Contractor to remedy each cause for the termination without waiving City's

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right to terminate this Contract or restricting any other right or remedy under this Contract or law.

In the event that this Contract is terminated for cause, City may take over the Work and may exclude Contractor from the Project site. In exercising the right to complete the Project, City, at its sole discretion, may pursue such completion in a manner that is cost effective, timely, and beneficial to City, including but not limited to demanding that the Surety take over and complete the Work. City may demand that the Surety not utilize Contractor in said performance of completing the Work. Upon failure of the Surety to begin completion of the Work, within fifteen (15) calendar days after demand thereof, City may take over the Work and pursue its completion.

Contractor and the Surety shall be liable for damages sustained by City from the termination of this Contract under this clause, including, without limitation all cost necessary for repair and completion of the work.

City shall have the right to withhold monies otherwise payable to Contractor until the Project is complete. If City incurs additional costs, expenses, or other damages due to the failure of Contractor to perform the Work pursuant to this Contract, said expenditures shall be deducted from the amounts withheld. Should there be a balance of monies held after all expenses have been paid, the balance will be paid to Contractor upon completion of the Project.

b. Termination for Convenience

City may terminate this Contract at any time for environmental considerations, its convenience, or when it is in the best interest of City.

Upon such termination, payment to Contractor shall be the actual cost of the Work completed, suitable storage and protection of materials and equipment delivered to the Project site, but not yet incorporated into the Work, and other costs actually incurred as permitted by this Contract and approved by City up to the effective date of termination. Ten percent (10%) of the actual cost of Work completed shall be allowed for overhead and profit providing that such payments do not exceed the total Contract Amount. The amount of any payments made to Contractor prior to the effective termination date shall be deducted from the actual costs of completed Work. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of termination of this Contract.

c. Discontinuation of Work

Upon receipt of the termination notice, Contractor shall immediately discontinue the Work and placement of orders for materials, facilities and supplies in connection with the performance of this Contract, unless otherwise directed in the notice. Contractor shall promptly deliver to City all completed work, including

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plans, as-builts, forms, reports, and products. Any dispute regarding the amount owed to Contractor shall not diminish the right of City to receive and use such documents or materials.

21. DISPUTE RESOLUTION PROCESS

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this Section applies:

- a. Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided in the Contract for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.
- b. Supporting Documentation. The Contractor shall submit all claims in the following format:
 - i. Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.
 - ii. List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.
 - iii. Chronology of events and correspondence related to the claim.
 - iv. Statement of grounds for the claim.
 - v. Analysis of the claim's cost, if any.

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- vi. Analysis of the claim's time/schedule impact, if any.
- c. City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.
 - i. If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
 - ii. Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual Contract of City and the Contractor.
 - iii. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.
- d. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation,

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with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

- i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 - iii. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
 - iv. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.
- f. City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.
- g. Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code

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claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 et seq., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

- h. Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:
 - i. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.
 - ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - iii. Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.
 - iv. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial

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de novo.

22. NOTICES

Any notice, demand, request, document, consent, approval, or 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 Project Manager (with her/his name and City title), City of Perris, 101 N. D Street, Perris, CA 92570 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Contract. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

23. ATTORNEYS' FEES

In the event that any action or proceeding is brought by either party to enforce any term or provision of this Contract, the prevailing party shall recover its reasonable attorney's fees and costs incurred with respect thereto.

24. VENUE; CALIFORNIA LAW

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

25. WAIVER

Waiver by any party to this Contract of any term, condition, or covenant of this Contract shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Contract shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Contract. 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. 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 Contract.

26. RIGHTS AND REMEDIES ARE CUMULATIVE

Except with respect to rights and remedies expressly declared to be exclusive in this Contract, the rights and remedies of the parties are cumulative and the exercise by either

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party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

27. UNFAIR BUSINESS PRACTICES CLAIMS

Pursuant to Public Contract Code Section 7103.5, in entering into this Contract, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Contract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

28. UNAUTHORIZED ALIENS

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Contract, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

29. ACCOUNTS, RECORDS, REPORTS, AND RELEASE OF INFORMATION

a. Records.

Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three (3) years after the expiration of this Contract, unless permission to destroy them is granted by the City. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

b. Ownership of Documents.

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All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Contract shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Contract, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

c. Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Contract as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Contract. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

d. Confidentiality and Release of Information.

- i. Information gained or work product produced by Contractor in performance of this Contract shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.
- ii. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to

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interrogatories or other information concerning the work performed under this Contract. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

- iii. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Contract, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.
- iv. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

30. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No elected or appointed official, officer, agent or employee of the City shall be personally liable to the Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

31. INTERPRETATION

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

32. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. INTEGRATION; AMENDMENT

This Contract including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral

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Contracts between the parties hereto affecting this Contract and this Contract supersedes and cancels any and all previous negotiations, arrangements, Contracts and understandings, if any, between the parties, and none shall be used to interpret this Contract. No amendment to or modification of this Contract shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

34. SEVERABILITY

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or Sections contained in this Contract 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 phrases, sentences, clauses, paragraphs, or Sections of this Contract 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 Contract meaningless.

35. CONFLICT OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of work under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Contract nor shall any such officer or employee participate in any decision relating to the Contract which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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 Contract.

36. WARRANTY & REPRESENTATION OF NON-COLLUSION

No elected or appointed official, officer, agent or employee of City has any financial interest, direct or indirect, in this Contract, nor shall any official, officer, or employee of City participate in any decision relating to this Contract which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent

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with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City elected or appointed official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any Contract. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any Contract. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Contract void and of no force or effect.

37. AUTHORITY TO EXECUTE

The persons executing this Contract 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 Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

[SIGNATURES ON FOLLOWING PAGE]

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CITY OF PERRIS,
a California municipal corporation

BY:

ATTEST:

Clara Miramontes, City Manager

Nancy Salazar, City Clerk

DATE:

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

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CONTRACTOR

CONTRACTOR NAME:

United Storm Water, Inc.

CONTRACTOR'S ADDRESS:

14000 E. Valley Blvd, City of Industry, CA
91746

STATE OF CALIFORNIA

CONTRACTOR'S LICENSE NUMBER:

768583

CONTRACTOR'S LICENSE

EXPIRATION DATE:

09/30/2027

CONTRACTOR'S BUSINESS

TELEPHONE NUMBER:

(626) 961-9326

EMERGENCY TELEPHONE NUMBER:

BY:

BY:

NAME:

Eduardo C Perry Jr.

NAME:

Daniel C Perry Sr

TITLE:

Chief Executive Officer

TITLE:

Chief Financial Officer

DATE:

DATE:

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

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[END SIGNATURES]

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EXHIBIT "A"
BOND FORMS

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PERFORMANCE BOND

**City Project Name: FLOOD CONTROL STORM DRAIN SCREEN RETROFIT
PROJECT**

City Project No.: SPEC NO. FCD 1-2025-26-03

We, _____, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") for payment of the penal sum of **Four Hundred Sixty-Three Thousand Three Hundred Ninety-Eight Dollars (\$463,398.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement and with the City Project Name FLOOD CONTROL STORM DRAIN SCREEN RETROFIT PROJECT and City Project Number SPEC NO. FCD 1-2025-26-03. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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PAYMENT BOND

City Project Name: FLOOD CONTROL STORM DRAIN SCREEN RETROFIT PROJECT

City Project No.: SPEC NO. FCD 1-2025-26-03

We, _____, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Perris ("City") and those for whose benefit this bond insures in the sum of **Four Hundred Sixty-Three Thousand Three Hundred Ninety-Eight Dollars (\$463,398.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement and with the City Project Name FLOOD CONTROL STORM DRAIN SCREEN RETROFIT PROJECT and City Project Number SPEC NO. FCD 1-2025-26-03. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

DRAFT

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.



CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

10.N.

MEETING DATE: April 14, 2026
SUBJECT: Check Register for March 2026
REQUESTED ACTION: Approve the City's Monthly Check Register for March 2026
CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of March 2026 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe, Finance Manager

REVIEWED BY:

Assistant City Manager: WD
Assistant City Manager: ER
Director of Finance: _____

Attachment:

1. Check Register – March 31, 2026

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

ATTACHMENT 1

CHECK REGISTER – MARCH 31, 2026

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171588	03/04/2026	EFT	000566 AMAZON CAPITAL SERVICES		1,582.46		03/06/2026
171589	03/04/2026	EFT	001088 AMERICAN FORENSIC NURSES		2,544.00		03/06/2026
171590	03/04/2026	EFT	000458 ATWORK FRANCHISE, INC.		9,431.25		03/06/2026
171591	03/04/2026	EFT	000957 BILL & DAVE'S LDSC MAINTENANCE		199,790.00		03/06/2026
171592	03/04/2026	EFT	002668 C2PM		147,631.53		03/06/2026
171593	03/04/2026	EFT	002060 KINGDOM CAUSES, INC.		108,379.41		03/06/2026
171594	03/04/2026	EFT	002132 FLO WATER INC.		603.40		03/06/2026
171595	03/04/2026	EFT	001582 HOME DEPOT CREDIT SERVICE		1,278.94		03/06/2026
171596	03/04/2026	EFT	000043 LA GARE CAFE		57.65		03/06/2026
171597	03/04/2026	EFT	014805 HECTOR LEDESMA		320.00		03/06/2026
171598	03/04/2026	EFT	002447 LOR GEOTECHNICAL GROUP IN		5,421.00		03/06/2026
171599	03/04/2026	EFT	010046 MANPOWER TEMP SERVICES,		20,446.02		03/06/2026
171600	03/04/2026	EFT	010328 PACIFIC CODE COMPLIANCE		8,330.00		03/06/2026
171601	03/04/2026	EFT	001160 JIM FORBES VOICE, INC.		1,382.99		03/06/2026
171602	03/04/2026	EFT	002758 RIVERSIDE CONSTRUCTION CO		970,495.11		03/06/2026
171603	03/04/2026	EFT	002028 COUNTY OF RIVERSIDE		2,406,480.58		03/06/2026
171604	03/04/2026	EFT	007047 RK ENGINEERING GROUP INC		26,000.00		03/06/2026
171605	03/04/2026	EFT	009957 MARIJA ROGERS		202.90		03/06/2026
171606	03/04/2026	EFT	002853 SOBOBA BAND OF LUISENO IN		1,656.00		03/06/2026
171607	03/04/2026	EFT	002361 TADEO'S MOBILE WASH, LLC		315.00		03/06/2026
171608	03/04/2026	EFT	001453 Talentzok		5,599.38		03/06/2026
171609	03/04/2026	EFT	002857 TEAMSTERS LOCAL UNION NO.		7,528.00		03/06/2026
171610	03/04/2026	EFT	002699 TRI-CITIES ANSWERING SERV		693.20		03/06/2026
171611	03/04/2026	EFT	001311 TRULY NOLEN BRANCH 064		360.00		03/06/2026
171612	03/04/2026	EFT	001600 VELASCO MATERIALS INC.		326.28		03/06/2026
171613	03/05/2026	EFT	014562 4ALLPROMOS		368.09		03/13/2026
171614	03/05/2026	EFT	011647 4IMPRIINT, INC.		1,343.33		03/13/2026
171615	03/05/2026	EFT	012979 ADAME LANDSCAPE, INC.		140.00		03/13/2026
171616	03/05/2026	EFT	002773 AGRI-TURF DISTRIBUTING, L		4,731.19		03/13/2026
171617	03/05/2026	EFT	002735 LESLIE AGUILAR		129.00		03/13/2026
171618	03/05/2026	EFT	000805 ALL AMERICAN ASPHALT		189.03		03/13/2026
171619	03/05/2026	EFT	001019 ANDERSON ELECTRIC				
171620	03/05/2026	EFT	000477 VERONICA ARANA				
171621	03/05/2026	EFT	011360 SYLVIA ARVIZU				
171622	03/05/2026	EFT	000654 AT&T LONG DISTANCE		900.00		03/13/2026
171623	03/05/2026	EFT	002546 BATTERY WORX INC.		402.16		03/13/2026
171624	03/05/2026	EFT	002747 AMANDA BLAKER		850.00		03/13/2026
171625	03/05/2026	EFT	000158 CAMPOS MATERIALS		747.05		03/13/2026
171626	03/05/2026	EFT	002329 CARAHOSFT TECHNOLOGY CORP		45,523.08		03/13/2026
171627	03/05/2026	EFT	000036 CINTAS		2,112.79		03/13/2026
171628	03/05/2026	EFT	000036 CINTAS				
171629	03/05/2026	EFT	014134 CONTINENTAL INTERPRETING		2,200.00		03/13/2026
171630	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		14,206.26		03/13/2026
171631	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		5,879.19		03/13/2026
171632	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		5,308.79		03/13/2026
171633	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		2,206.36		03/13/2026
171634	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		2,418.71		03/13/2026
171635	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		3,717.91		03/13/2026
171636	03/05/2026	EFT	014696 CORPORATE PAYMENT SYSTEMS		6,038.82		03/13/2026
171637	03/05/2026	EFT	002418 CR&R ENVIRONMENTAL SERVICE		5,234.82		03/13/2026
171638	03/05/2026	EFT	008008 DAN'S FEED AND SEED INC.		180.93		03/13/2026
171639	03/05/2026	EFT	000741 DELL MARKETING LP		1,601.26		03/13/2026

18,255.00
850.00
136.55

154.98

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 990000 1011

FOR: ALL

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171640	03/05/2026	PRINTED	003530 LATRICE EARLEY		100.00		03/13/2026
171641	03/05/2026	PRINTED	012311 EASTERN MUNICIPAL WATER D		28,999.28		03/13/2026
171642	03/05/2026	PRINTED	003477 FEDERICO ESCOBEDO		3,295.00		03/13/2026
171643	03/05/2026	PRINTED	002283 EXP U.S. SERVICES INC.		48,678.76		03/13/2026
171644	03/05/2026	PRINTED	002024 FEDERAL EXPRESS CORP		89.29		03/13/2026
171645	03/05/2026	PRINTED	001024 FERUGSON ENTERPRISES LLC		35.53		03/13/2026
171646	03/05/2026	PRINTED	014307 GARCIA S GARAGE	155.25			03/13/2026
171647	03/05/2026	PRINTED	002340 LEFT COAST CONSULTANTS, I	28,316.67			03/13/2026
171648	03/05/2026	PRINTED	002759 GOLDEN STATE DOOR CO.		8,320.00		03/13/2026
171649	03/05/2026	PRINTED	003473 GRASSROOTS LAB LLC		5,500.00		03/13/2026
171650	03/05/2026	PRINTED	002598 HAULAWAY STORAGE CONTAIN		165.20		03/13/2026
171651	03/05/2026	PRINTED	002386 HECTOR AGUILERA	90.77			03/13/2026
171652	03/05/2026	PRINTED	001951 HOWARD, YAJAIRA		277.70		03/13/2026
171653	03/05/2026	PRINTED	014230 IDS GROUP, INC.		4,039.00		03/13/2026
171654	03/05/2026	PRINTED	003534 IMLDC	350.00			03/13/2026
171655	03/05/2026	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY		3,767.55		03/13/2026
171656	03/05/2026	PRINTED	014246 INLAND LIGHTING SUPPLIES,		420.94		03/13/2026
171657	03/05/2026	PRINTED	002294 KASEYA US, LLC		1,836.56		03/13/2026
171658	03/05/2026	PRINTED	002876 ALEXANDER KLEMM	239.20			03/13/2026
171659	03/05/2026	PRINTED	002385 KOOP-ALEXANDER JANITORIAL		5,192.50		03/13/2026
171660	03/05/2026	PRINTED	000171 MBC MATTRESS CO., INC		6,025.05		03/13/2026
171661	03/05/2026	PRINTED	001938 MESA ENERGY SYSTEMS, INC.		973.00		03/13/2026
171662	03/05/2026	PRINTED	014618 MMASC	250.00			03/13/2026
171663	03/05/2026	PRINTED	003505 MONACO INC		7,469.44		03/13/2026
171664	03/05/2026	PRINTED	000779 NAPA AUTO PARTS		1,295.46		03/13/2026
171665	03/05/2026	PRINTED	011503 NATIONAL DRIVE		8.00		03/13/2026
171666	03/05/2026	PRINTED	000933 LEMUEL NEAL		225.00		03/13/2026
171667	03/05/2026	PRINTED	003506 InterPrint Corporation	1,671.13			03/13/2026
171668	03/05/2026	PRINTED	000379 O'REILLY FIRST CALL		383.82		03/13/2026
171669	03/05/2026	PRINTED	002380 PAUL DAVIS RESTORATION FO	10,848.77			03/13/2026
171670	03/05/2026	PRINTED	013928 PERRIS VALLEY HISTORICAL	50.00			03/13/2026
171671	03/05/2026	PRINTED	010602 KENNETH PHUNG		379.42		03/13/2026
171672	03/05/2026	PRINTED	003535 THE PRINT NETWORK	158.78			03/13/2026
171673	03/05/2026	PRINTED	001932 PURCHASE POWER	4,000.00			03/13/2026
171674	03/05/2026	PRINTED	015062 ARCEÑO RAMIREZ	116.10			03/13/2026
171675	03/05/2026	PRINTED	014351 RIGHT OF WAY, INC.		1,799.54		03/13/2026
171676	03/05/2026	PRINTED	001618 RIGHTWAY	268.46			03/13/2026
171677	03/05/2026	PRINTED	000092 ROGERS ANDERSON MALODY &	18,233.00			03/13/2026
171678	03/05/2026	PRINTED	005350 ROTARY CLUB OF PERRIS		1,095.00		03/13/2026
171679	03/05/2026	PRINTED	002528 SAN DIEGO COUNTY SHERIFF'	1,569.55			03/13/2026
171680	03/05/2026	PRINTED	002051 MATTHEW SCHENK	546.06			03/13/2026
171681	03/05/2026	PRINTED	002419 SIGNAL HILL AUTO ENTERPRI	1,590.36			03/13/2026
171682	03/05/2026	PRINTED	002655 ARIZONA MACHINERY LLC	215.00			03/13/2026
171683	03/05/2026	PRINTED	000530 T-MOBILE USA INC		593.36		03/13/2026
171684	03/05/2026	PRINTED	000688 COUNTY OF RIVERSIDE		267.10		03/13/2026
171685	03/05/2026	PRINTED	010825 ULINE		1,880.37		03/13/2026
171686	03/05/2026	PRINTED	001909 UNIFIRST FIRST AID CORP		6.00		03/13/2026
171687	03/05/2026	PRINTED	000922 UNITED RENTALS (NORTH AME		31,175.74		03/13/2026
171688	03/05/2026	PRINTED	008060 UNITED WAY OF THE INLAND				03/13/2026
171689	03/05/2026	PRINTED	014555 VAL VERDE UNIFIED SCHOOL	4,560.85			03/13/2026
171690	03/05/2026	PRINTED	002998 VALDIVIA, ELVIRA	119.60			03/13/2026
171691	03/05/2026	PRINTED	007900 VERIZON WIRELESS				03/13/2026

CITY OF PERRIS, CA - LIVE



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171692	03/05/2026	PRINTED	015004 WALTERS WHOLESAL ELECTRI		1,549.93		03/13/2026
171693	03/05/2026	PRINTED	003444 MAXIE'S ENTERPRISES, LLC		756.41		03/13/2026
171694	03/05/2026	PRINTED	001086 WEST TOW, INC.	345.00			
171695	03/05/2026	PRINTED	002115 ZORO				
171696	03/11/2026	EFT	008881 ALESHIRE & WYNDER, LLP		1,211.77		03/13/2026
171697	03/11/2026	EFT	000566 AMAZON CAPITAL SERVICES		1,849.60		03/13/2026
171698	03/11/2026	EFT	000458 ATWORK FRANCHISE, INC.		5,612.33		03/13/2026
171699	03/11/2026	EFT	010215 AVANT GARDE, INC.		8,778.48		03/13/2026
171700	03/11/2026	EFT	000915 BAY ALARM COMPANY		9,502.50		03/13/2026
171701	03/11/2026	EFT	000957 BILL & DAVE'S LDSC MAINTA		210.00		03/13/2026
171702	03/11/2026	EFT	002170 CAL PACIFIC, INC.		22,000.00		03/13/2026
171703	03/11/2026	EFT	000053 MARY CATHY OWENS		703.50		03/13/2026
171704	03/11/2026	EFT	002815 EXPERIAN EMPLOYEE BENEFIT		228.00		03/13/2026
171705	03/11/2026	EFT	001582 HOME DEPOT CREDIT SERVICE		1,878.83		03/13/2026
171706	03/11/2026	EFT	000916 J THAYER COMPANY, INC.		441.80		03/13/2026
171707	03/11/2026	EFT	010046 MANPOWER TEMP SERVICES,		7,432.25		03/13/2026
171708	03/11/2026	EFT	014789 DANIKA NELSON		172.35		03/13/2026
171709	03/11/2026	EFT	001160 JIM FORBES VOICE, INC.		1,941.81		03/13/2026
171710	03/11/2026	EFT	000064 PETHEALTH SERVICES		764.48		03/13/2026
171711	03/11/2026	EFT	007047 RK ENGINEERING GROUP INC		5,020.00		03/13/2026
171712	03/11/2026	EFT	002617 RP LANDSCAPE & IRRIGATION		49,500.67		03/13/2026
171713	03/11/2026	EFT	002326 KRISTIN SCHENK		1,504.00		03/13/2026
171714	03/11/2026	EFT	001389 YUNEX LLC		10,551.30		03/13/2026
171715	03/11/2026	EFT	002361 TADEO'S MOBILE WASH, LLC		630.00		03/13/2026
171716	03/11/2026	EFT	001453 Talentzok		7,139.20		03/13/2026
171717	03/11/2026	EFT	002699 TRI-CITIES ANSWERING SERV		127.35		03/13/2026
171718	03/11/2026	EFT	001311 TRULY NOLEN BRANCH 064		591.00		03/13/2026
171719	03/11/2026	EFT	000490 USK TAE KWON DO		840.00		03/13/2026
171720	03/12/2026	PRINTED	012979 ADAME LANDSCAPE, INC.	54,989.05			
171721	03/12/2026	PRINTED	014992 AIR & HOSE SOURCE, INC.	51.72			
171722	03/12/2026	PRINTED	001019 ANDERSON ELECTRIC	5,654.00			
171723	03/12/2026	PRINTED	015152 COUNTY OF RIVERSIDE	96,220.99			
171724	03/12/2026	PRINTED	000654 AT&T LONG DISTANCE	5,750.00			
171725	03/12/2026	PRINTED	014752 AUTO AIDE TOWING	5,802.00			
171726	03/12/2026	PRINTED	002546 BATTERY WORX INC.	241.36			
171727	03/12/2026	PRINTED	014278 BMW MOTORCYCLES OF RIVERS	1,149.36			
171728	03/12/2026	PRINTED	002045 PATRICIA BRENES	220.00			
171729	03/12/2026	PRINTED	013904 DEREK BROWN	1,204.00			
171730	03/12/2026	PRINTED	002725 BSN SPORTS	1,120.59			
171731	03/12/2026	PRINTED	001837 C5 EQUIPMENT RENTALS, LLC	972.69			
171732	03/12/2026	PRINTED	011581 CADENCE ENVIRONMENTAL CON	15,208.57			
171733	03/12/2026	PRINTED	003464 CAMP CONSTRUCTORS INC.	45,979.25			
171734	03/12/2026	PRINTED	000158 CAMPOS MATERIALS	227.33			
171735	03/12/2026	PRINTED	002167 CANON FINANCIAL SERVICES,	8,242.92			
171736	03/12/2026	PRINTED	000036 CINTAS	2,769.03			
171737	03/12/2026	PRINTED	002418 CR&R ENVIRONMENTAL SERVIC	230.05			
171738	03/12/2026	PRINTED	008008 DAN'S FEED AND SEED INC.	308.04			
171739	03/12/2026	PRINTED	000741 DELL MARKETING LP	2,215.09			
171740	03/12/2026	PRINTED	002298 DENNIS GRUBB & ASSOCIATES	405.00			
171741	03/12/2026	PRINTED	014643 EAGLE PUMP SERVICES, INC.	6,756.07			
171742	03/12/2026	PRINTED	012311 EASTERN MUNICIPAL WATER D	7,015.32			
171743	03/12/2026	PRINTED	006479 EWING IRRIGATION PRODUCTS	2,555.03			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011

FOR: A11



CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171744	03/12/2026	PRINTED	002024 FEDERAL EXPRESS CORP	106.56			
171745	03/12/2026	PRINTED	014307 GARCIA'S GARAGE	362.25			
171746	03/12/2026	PRINTED	002340 LEFT COAST CONSULTANTS, I	22,769.84			
171747	03/12/2026	PRINTED	001646 GUMARO GONZALEZ	161.60			
171748	03/12/2026	PRINTED	002068 OLD TOWN WISE RIDERS, INC	1,988.49			
171749	03/12/2026	PRINTED	000691 HEMET UNIFIED SCHOOL DIST	1,972.54			
171750	03/12/2026	PRINTED	010564 WENDT ENTERPRISES, INC.	1,325.00			
171751	03/12/2026	PRINTED	010718 HONEYWELL GLOBAL FINANCE	6,928.58			
171752	03/12/2026	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY	2,088.83			
171753	03/12/2026	PRINTED	001047 INLAND ROAD SERVICE & TIR	577.50			
171754	03/12/2026	PRINTED	005656 J&R CONCRETE PRODUCTS, IN	115.29			
171755	03/12/2026	PRINTED	000268 ANA JACQUEZ	5,000.00			
171756	03/12/2026	PRINTED	002194 GREGORY THOMAS KILEY	1,034.80			
171757	03/12/2026	PRINTED	002171 KOSMONT REALTY	1,161.25			
171758	03/12/2026	PRINTED	001742 LA OPINION, L.P.	672.11			
171759	03/12/2026	PRINTED	003471 GABRIEL MAURIES	425.00			
171760	03/12/2026	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	133.88			
171761	03/12/2026	PRINTED	012015 MONJARAS & WISMAYER GROUP	539.00			
171762	03/12/2026	PRINTED	010231 MR. G'S PLUMBING	367.30			
171763	03/12/2026	PRINTED	000779 NAPA AUTO PARTS	489.37			
171764	03/12/2026	PRINTED	002958 NIKITA HARRIS	108.00			
171765	03/12/2026	PRINTED	000379 O'REILLY FIRST CALL	51.55			
171766	03/12/2026	PRINTED	000891 OMEGA INDUSTRIAL SUPPLY,	5,500.00			
171767	03/12/2026	PRINTED	000665 WOODCREST ACE HARDWARE	344.64			
171768	03/12/2026	PRINTED	000040 PAPER RECYCLING & SHREDDI	472.94			
171769	03/12/2026	PRINTED	001308 PBM SUPPLY & MFG. INC.	108.00			
171770	03/12/2026	PRINTED	002456 PERRIS VALLEY VETERINARY	5,500.00			
171771	03/12/2026	PRINTED	000528 PROIMPRINT.COM, INC.	12,040.00			
171772	03/12/2026	PRINTED	011201 PUBLIC ENTITY RISK MANAGE	828.75			
171773	03/12/2026	PRINTED	001932 PURCHASE POWER	80,748.00			
171774	03/12/2026	PRINTED	000517 WESTERN RIVERSIDE COUNTY	270.60			
171775	03/12/2026	PRINTED	001618 RIGHTWAY	30.00			
171776	03/12/2026	PRINTED	001825 RIVERSIDE COUNTY	228.00			
171777	03/12/2026	PRINTED	002320 RIVERSIDE COUNTY CLERK	1,332.56			
171778	03/12/2026	PRINTED	001995 RIVERSIDE COUNTY FLOOD CO	2,492.50			
171779	03/12/2026	PRINTED	002159 ROAD SOUP OF CALIFORNIA,	306.75			
171780	03/12/2026	PRINTED	003350 ROTARY CLUB OF PERRIS	949.39			
171781	03/12/2026	PRINTED	001693 SAFETY-KLEEN SYSTEMS, INC	1,200.25			
171782	03/12/2026	PRINTED	001118 SC FUELS	23,295.03			
171783	03/12/2026	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	10,286.46			
171784	03/12/2026	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	371.99			
171785	03/12/2026	PRINTED	002419 SIGNAL HILL AUTO ENTERPRI	131.54			
171786	03/12/2026	PRINTED	000529 SITEONE LANDSCAPE SUPPLY,	60.38			
171787	03/12/2026	PRINTED	002071 SOUTH COAST COPY SYSTEMS	958.50			
171788	03/12/2026	PRINTED	001885 MAI II PROPERTIES LLC	165.00			
171789	03/12/2026	PRINTED	000530 T-MOBILE USA INC	178.00			
171790	03/12/2026	PRINTED	000995 UNIFIRST CORPORATION	974.00			
171791	03/12/2026	PRINTED	014555 VAL VERDE UNIFIED SCHOOL	2,067.63			
171792	03/12/2026	PRINTED	000831 VOYAGER FLEET	1,904.47			
171793	03/12/2026	PRINTED	015004 WALTERS WHOLESALE ELECTRI	881.95			
171794	03/12/2026	PRINTED	001344 WESTERN EXTERMINATOR COMP	4,486.95			
171795	03/18/2026	EFT	000566 AMAZON CAPITAL SERVICES				

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171796	03/18/2026	EFT	000458 ATWORK FRANCHISE, INC.	7,504.83			
171797	03/18/2026	EFT	011579 CAMERON WELDING SUPPLY	80.00			
171798	03/18/2026	EFT	014468 LIZBETH CURIEL	850.00			
171799	03/18/2026	EFT	001582 HOME DEPOT CREDIT SERVICE	636.05			
171800	03/18/2026	EFT	010046 MANPOWER TEMP SERVICES, IN	1,268.84			
171801	03/18/2026	EFT	001777 MARK THOMAS & COMPANY, IN	9,672.50			
171802	03/18/2026	EFT	002681 MUNICIPAL PROJECT MANAGEM	9,555.00			
171803	03/18/2026	EFT	010328 PACIFIC CODE COMPLIANCE	8,680.00			
171804	03/18/2026	EFT	002617 RP LANDSCAPE & IRRIGATION	3,883.72			
171805	03/18/2026	EFT	000237 JAIME SALAZAR	163.13			
171806	03/18/2026	EFT	000824 LAURA SOSA	4,650.00			
171807	03/18/2026	EFT	011932 SUNSET GRAPHICS	137.93			
171808	03/18/2026	EFT	002361 TADEO'S MOBILE WASH, LLC	1,035.00			
171809	03/18/2026	EFT	001453 Talentzok	3,039.52			
171810	03/18/2026	EFT	002857 TEAMSTERS LOCAL UNION NO.	7,465.00			
171811	03/18/2026	EFT	002699 TRI-CITIES ANSWERING SERV	1,226.97			
171812	03/19/2026	PRINTED	003528 24-HR EXPRESS SERVICES IN	1,400.00			
171813	03/19/2026	PRINTED	011647 4IMPRINT, INC.	451.04			
171814	03/19/2026	PRINTED	012979 ADAME LANDSCAPE, INC.	55,370.92			
171815	03/19/2026	PRINTED	000805 ALL AMERICAN ASPHALT	240.78			
171816	03/19/2026	PRINTED	001019 ANDERSON ELECTRIC	14,676.00			
171817	03/19/2026	PRINTED	004169 ANGELA'S GLASS & MIRROR	502.00			
171818	03/19/2026	PRINTED	015152 COUNTY OF RIVERSIDE	4,990.10			
171819	03/19/2026	PRINTED	000654 AT&T LONG DISTANCE	275.00			
171820	03/19/2026	PRINTED	014752 AUTO AIDE TOWING	23,420.00			
171821	03/19/2026	PRINTED	010908 AUTO ZONE COMMERCIAL	46.05			
171822	03/19/2026	PRINTED	001087 BIO-TOX LABORATORIES	3,598.00			
171823	03/19/2026	PRINTED	014278 BMW MOTORCYCLES OF RIVERS	2,458.90			
171824	03/19/2026	PRINTED	011074 SARINA GILMORE	227.15			
171825	03/19/2026	PRINTED	002803 BUCKNAM INFRASTRUCTURE GR	100.00			
171826	03/19/2026	PRINTED	001098 CALIFORNIA ASSOCIATION OF	3,232.50			
171827	03/19/2026	PRINTED	000158 CAMPOS MATERIALS	1,372.13			
171828	03/19/2026	PRINTED	002167 CANON FINANCIAL SERVICES,	1,414.83			
171829	03/19/2026	PRINTED	000036 CINTAS	199.76			
171830	03/19/2026	PRINTED	000036 CINTAS	355.00			
171831	03/19/2026	PRINTED	000848 CONCENTRA MEDICAL CENTERS	237.37			
171832	03/19/2026	PRINTED	001684 DAISY CORREA	49.65			
171833	03/19/2026	PRINTED	002302 CTWS, LLC	437.25			
171834	03/19/2026	PRINTED	008008 DAN'S FEED AND SEED INC.	150.00			
171835	03/19/2026	PRINTED	006608 DATA TICKET, INC.	3,644.52			
171836	03/19/2026	PRINTED	000741 DELL MARKETING LP	21,890.72			
171837	03/19/2026	PRINTED	012311 EASTERN MUNICIPAL WATER D	1,602.04			
171838	03/19/2026	PRINTED	002510 EDUCATION & OUTREACH CO.	858.61			
171839	03/19/2026	PRINTED	006479 EWING IRRIGATION PRODUCTS	50.00			
171840	03/19/2026	PRINTED	002815 EXPERIAN	7,434.21			
171841	03/19/2026	PRINTED	000065 EXPLORER POST #522	5,018.69			
171842	03/19/2026	PRINTED	000639 FULLER TRUCK ACCESSORIES	1,725.30			
171843	03/19/2026	PRINTED	001945 GAUDET DESIGN GROUP	49,092.31			
171844	03/19/2026	PRINTED	002340 LEFT COAST CONSULTANTS, I	52,500.00			
171845	03/19/2026	PRINTED	002205 HINDERLITER DELLAMAS & AS	3,903.60			
171846	03/19/2026	PRINTED	014230 IDS GROUP, INC.	3,744.63			
171847	03/19/2026	PRINTED	000007 IMPERIAL SPRINKLER SUPPLY				

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171848	03/19/2026	PRINTED	014246 INLAND LIGHTING SUPPLIES,	2,405.30			
171849	03/19/2026	PRINTED	014260 IRON MOUNTAIN	1,134.78			
171850	03/19/2026	PRINTED	002702 JOHN POURKAZEMI	70.78			
171851	03/19/2026	PRINTED	007140 KIMBALL MIDWEST	1,626.32			
171852	03/19/2026	PRINTED	011438 LANGSTON MOTORSPORTS	489.18			
171853	03/19/2026	PRINTED	002879 GUSTAVO LUA	348.52			
171854	03/19/2026	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	270.43			
171855	03/19/2026	PRINTED	014618 MMASC	275.00			
171856	03/19/2026	PRINTED	000379 O'REILLY FIRST CALL	113.79			
171857	03/19/2026	PRINTED	003544 STEPHANIE PEREZ	1,296.73			
171858	03/19/2026	PRINTED	001536 PERRIS VALLEY CHAMBER OF	250.00			
171859	03/19/2026	PRINTED	001817 PLEXUS GLOBAL LLC	184.00			
171860	03/19/2026	PRINTED	001789 COUNTY OF RIVERSIDE	633.15			
171861	03/19/2026	PRINTED	003109 RIVERSIDE COUNTY SHERIFF'	3,206.11			
171862	03/19/2026	PRINTED	013584 ROSA S BRIDE & TUX BOUTIQ	477.60			
171863	03/19/2026	PRINTED	001118 SC FUELS	555.74			
171864	03/19/2026	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	16,946.41			
171865	03/19/2026	PRINTED	001085 SHRED-IT C/O STERICYCLE,	521.23			
171866	03/19/2026	PRINTED	000529 SITEONE LANDSCAPE SUPPLY,	328.53			
171867	03/19/2026	PRINTED	001691 SOCAL GAS	2,112.95			
171868	03/19/2026	PRINTED	001691 SOCAL GAS	253.90			
171869	03/19/2026	PRINTED	007519 SPECTRUM BUSINESS	7,744.38			
171870	03/19/2026	PRINTED	004000 STATE OF CALIFORNIA	805.00			
171871	03/19/2026	PRINTED	002884 STK ARCHITECTURE, INC.	11,995.90			
171872	03/19/2026	PRINTED	001208 STORMWIND LLC	4,450.00			
171873	03/19/2026	PRINTED	000531 STUDY.COM	3,354.50			
171874	03/19/2026	PRINTED	011484 SYNTECH	876.76			
171875	03/19/2026	PRINTED	011484 SYNTECH	4,649.00			
171876	03/19/2026	PRINTED	002356 TERRA PACIFIC, LLC	13,200.00			
171877	03/19/2026	PRINTED	000688 COUNTY OF RIVERSIDE	54,430.97			
171878	03/19/2026	PRINTED	001874 TRUE NORTH COMPLIANCE SER	46,919.93			
171879	03/19/2026	PRINTED	015136 TYLER TECHNOLOGIES, INC.	59,185.38			
171880	03/19/2026	PRINTED	010825 ULINE	793.60			
171881	03/19/2026	PRINTED	000995 UNIFIRST CORPORATION	680.33			
171882	03/19/2026	PRINTED	015004 WALTERS WHOLESale ELECTRI	1,614.88			
171883	03/19/2026	PRINTED	001370 WESTERN RIVERSIDE COUNCIL	1,546.11			
171884	03/26/2026	EFT	001740 ACT 1 CONSTRUCTION, INC.	963,746.52			
171885	03/26/2026	EFT	008881 ALESHIRE & WYNDER, LLP	136,022.33			
171886	03/26/2026	EFT	000566 AMAZON CAPITAL SERVICES	3,549.26			
171887	03/26/2026	EFT	000458 ATWORK FRANCHISE, INC.	17,628.96			
171888	03/26/2026	EFT	000915 BAY ALARM COMPANY	7,898.00			
171889	03/26/2026	EFT	000957 BILL & DAVE S LDSC MAINTNE	57,444.26			
171890	03/26/2026	EFT	002060 KINGDOM CAUSES, INC.	45,953.16			
171891	03/26/2026	EFT	010945 COMMUNITY WORKS DESIGN GR	15,808.80			
171892	03/26/2026	EFT	000386 FIRST SECURITY FINANCE, I	2,563.82			
171893	03/26/2026	EFT	002132 FLO WATER INC.	156.24			
171894	03/26/2026	EFT	001582 HOME DEPOT CREDIT SERVICE	229.07			
171895	03/26/2026	EFT	002447 LOR GEOTECHNICAL GROUP IN	692.00			
171896	03/26/2026	EFT	000452 LYONS SECURITY SERVICE IN	18,245.76			
171897	03/26/2026	EFT	010046 MANPOWER TEMP SERVICES,	7,823.60			
171898	03/26/2026	EFT	003499 JUAN C. NAVA	230.83			
171899	03/26/2026	EFT	000808 NIELSEN MERKSAMER PARRINE	147.00			

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CHECK # CHECK DATE TYPE VENDOR NAME UNCLEARED CLEARED BATCH CLEAR DATE

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171900	03/26/2026	EFT	001681 NUTRIEN AG SOLUTION, INC.	1,060.78			
171901	03/26/2026	EFT	007047 RK ENGINEERING GROUP INC	23,105.00			
171902	03/26/2026	EFT	002326 KRISTIN SCHENK	1,504.00			
171903	03/26/2026	EFT	001389 YUNEX LLC	17,094.20			
171904	03/26/2026	EFT	003496 CLAUDETTE DUGBARTEY-SMITH	1,200.00			
171905	03/26/2026	EFT	001453 TaJentZok	9,954.18			
171906	03/26/2026	EFT	002560 TECHNOLOGY INTEGRATORS, I	4,596.00			
171907	03/26/2026	PRINTED	003528 24-HR EXPRESS SERVICES IN	1,200.00			
171908	03/26/2026	PRINTED	002735 LESLIE AGUILAR	179.96			
171909	03/26/2026	PRINTED	014992 AIR & HOSE SOURCE, INC.	56.03			
171910	03/26/2026	PRINTED	014196 AK & COMPANY	3,500.00			
171911	03/26/2026	PRINTED	000566 AMAZON WEB SERVICES, INC.	1,053.90			
171912	03/26/2026	PRINTED	002286 AMERICAN MEDICAL RESPONSE	900.00			
171913	03/26/2026	PRINTED	001019 ANDERSON ELECTRIC	1,445.00			
171914	03/26/2026	PRINTED	002219 ANTONIO MARTINEZ	197.83			
171915	03/26/2026	PRINTED	003492 APOLLO WOOD RECOVERY, INC	440.69			
171916	03/26/2026	PRINTED	003541 BIDDLE CONSULTING GROUP,	3,202.00			
171917	03/26/2026	PRINTED	002318 BOB STALL CHEVROLET	37,045.13			
171918	03/26/2026	PRINTED	000838 CAL ANIMALS	75.00			
171919	03/26/2026	PRINTED	003464 CAMP CONSTRUCTORS INC.	41,325.00			
171920	03/26/2026	PRINTED	002732 CLAUDIA CANOVAS	425.00			
171921	03/26/2026	PRINTED	000036 CINTAS	1,482.37			
171922	03/26/2026	PRINTED	003470 CONVERGEONE, INC.	2,136.62			
171923	03/26/2026	PRINTED	000241 MALCOLM CORONA	147.00			
171924	03/26/2026	PRINTED	014696 CORPORATE PAYMENT SYSTEMS	5,971.27			
171925	03/26/2026	PRINTED	015000 CPRS	145.00			
171926	03/26/2026	PRINTED	008008 DAN'S FEED AND SEED INC.	34.49			
171927	03/26/2026	PRINTED	002666 DATA CENTER WAREHOUSE, LL	7,402.75			
171928	03/26/2026	PRINTED	000741 DELL MARKETING LP	4,217.06			
171929	03/26/2026	PRINTED	015078 DISCOUNT PLAYGROUND SUPPL	2,344.77			
171930	03/26/2026	PRINTED	012311 EASTERN MUNICIPAL WATER D	6,711.97			
171931	03/26/2026	PRINTED	002565 EMPIRE MOWERS, INC.	257.57			
171932	03/26/2026	PRINTED	006479 EWING IRRIGATION PRODUCTS	4,911.33			
171933	03/26/2026	PRINTED	002640 GOGOVAPPS	24,900.00			
171934	03/26/2026	PRINTED	002340 LEFT COAST CONSULTANTS, I	12,817.91			
171935	03/26/2026	PRINTED	011266 GUARANTEED JANITORIAL SER	9,734.40			
171936	03/26/2026	PRINTED	003543 GUEST COMMUNICATIONS CORP	3,752.03			
171937	03/26/2026	PRINTED	002756 HALMAN ENTERPRISES, INC.	4,948.13			
171938	03/26/2026	PRINTED	001491 INTERMEDIA.NET INC.	9,736.12			
171939	03/26/2026	PRINTED	000628 iwotq Systems, Inc.	1,500.00			
171940	03/26/2026	PRINTED	002294 KASEYA US, LLC	1,836.56			
171941	03/26/2026	PRINTED	001938 MESA ENERGY SYSTEMS, INC.	1,443.50			
171942	03/26/2026	PRINTED	002360 ZEIDMAN FAMILY CORPORATIO	362.70			
171943	03/26/2026	PRINTED	001059 OAK CREEK FARM	500.00			
171944	03/26/2026	PRINTED	000040 PAPER RECYCLING & SHREDDI	1,250.00			
171945	03/26/2026	PRINTED	002709 ARIADNA PARRA	483.61			
171946	03/26/2026	PRINTED	002801 ANDRES PORRAS	650.00			
171947	03/26/2026	PRINTED	002325 PERRIS VALLEY FILIPINO	3,000.00			
171948	03/26/2026	PRINTED	000207 RIVERSIDE TRANSIT AGENCY	712.50			
171949	03/26/2026	PRINTED	013584 ROSA'S BRIDE & TUX BOUTIQ	2,198.10			
171950	03/26/2026	PRINTED	005350 ROTARY CLUB OF PERRIS	306.75			
171951	03/26/2026	PRINTED	001118 SC FUELS	892.90			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
171952	03/26/2026	PRINTED	001690 SOUTHERN CALIFORNIA EDISO	2,573.30			
171953	03/26/2026	PRINTED	001956 SECURITY LINES US LLC	3,457.45			
171954	03/26/2026	PRINTED	002557 SIDDHARTH S CHHOKAR	625.00			
171955	03/26/2026	PRINTED	000529 SITEONE LANDSCAPE SUPPLY,	2,734.30			
171956	03/26/2026	PRINTED	002066 FELIPE SOTO	1,121.80			
171957	03/26/2026	PRINTED	007519 SPECTRUM BUSINESS	108.76			
171958	03/26/2026	PRINTED	001907 SUNSTATE EQUIPMENT CO	249.13			
171959	03/26/2026	PRINTED	011484 SYNTECH	3,549.00			
171960	03/26/2026	PRINTED	002356 TERRA PACIFIC, LLC	13,200.00			
171961	03/26/2026	PRINTED	000995 UNIFIRST CORPORATION	178.00			
171962	03/26/2026	PRINTED	001909 UNIFIRST FIRST AID CORP	234.97			
171963	03/26/2026	PRINTED	014555 VAL VERDE UNIFIED SCHOOL	1,839.00			
171964	03/26/2026	PRINTED	002957 ELIZABETH VALLEJO	301.00			
171965	03/26/2026	PRINTED	000240 MICHAEL VARGAS	602.00			
171966	03/26/2026	PRINTED	002779 VCS ENVIRONMENTAL	14,868.48			
171967	03/26/2026	PRINTED	007900 VERIZON WIRELESS	3,422.23			
171968	03/26/2026	PRINTED	015004 WALTERS WHOLESale ELECTRI	4,425.39			
171969	03/26/2026	PRINTED	002097 XANDER BICYCLE CORP	1,339.72			
382 CHECKS CASH ACCOUNT TOTAL				2,755,495.80	4,607,769.83		

MARCH 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
171597	03/04/2026	HECTOR LEDESMA	EMPLOYEE- PESTICIDE CONFERENCE REIMBURSEMENT	320.00
171605	03/04/2026	MARITA ROGERS	VENDOR- MEDICARE REIMBURSEMENT MARCH 2026	202.90
171617	03/05/2026	LESLIE AGUILAR	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	129.00
171620	03/05/2026	VERONICA ARANA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	850.00
171621	03/05/2026	SYLVIA ARVIZU	EMPLOYEE- MILEAGE REIMBURSEMENT	136.55
171624	03/05/2026	AMANDA BLAKER	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	850.00
171640	03/05/2026	LATRICE EARLEY	VENDOR- REFUND FOR RENTAL DEPOSIT (SENIOR CENTER BANQUET ROOM)	100.00
171642	03/05/2026	FEDERICO ESCOBEDO	VENDOR- SOUTH PERRIS FIRE STATION RENT MARCH 2026	3,295.00
171651	03/05/2026	HECTOR AGUILERA	EMPLOYEE- MILEAGE REIMBURSEMENT 01/2025-02/22/26	90.77
171652	03/05/2026	HOWARD, YAJAIRA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	277.70
171658	03/05/2026	ALEXANDER KLEMM	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	239.20
171666	03/05/2026	LEMUEL NEAL	VENDOR- BASKETBALL REFEREE (WINTER)	225.00
171671	03/05/2026	KENNETH PHUNG	EMPLOYEE- STAFF LUNCH REIMBURSEMENT	379.42
171674	03/05/2026	ARGENIO RAMIREZ	EMPLOYEE- STAFF LUNCH REIMBURSEMENT	116.10
171680	03/05/2026	MATTHEW SCHENK	EMPLOYEE- CONFERENCE (CSMFO) HOSPITALITY REIMBURSEMENT	1,569.55
171690	03/05/2026	VALDIVIA, ELVIRA	VENDOR- UTILITY BILLING REFUND	119.60
171703	03/11/2026	MARY CATHY OWENS	VENDOR- KAJUKENBO INSTRUCTOR FEBRUARY 2026	703.50
171708	03/11/2026	DANIKA NELSON	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	172.35
171713	03/11/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00
171728	03/12/2026	PATRICIA BRENES	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	220.00
171729	03/12/2026	DEREK BROWN	VENDOR- HIP HOP INSTRUCTOR FEBRUARY 2026	1,204.00
171747	03/12/2026	GUMARO GONZALEZ	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	161.60
171755	03/12/2026	ANA JACQUEZ	EMPLOYEE- CONFERENCE (CSMFO) MILEAGE REIMBURSEMENT	102.49
171759	03/12/2026	GABRIEL MAURIES	VENDOR- FUTSAL INSTRUCTOR JAN/FEB 2026	672.00
171764	03/12/2026	NIKITA HARRIS	VENDOR- PILATES INSTRUCTOR FEBRUARY 2026	539.00
171798	03/18/2026	LIZBETH CURIEL	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	850.00
171805	03/18/2026	JAIME SALAZAR	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	163.13
171806	03/18/2026	LAURA SOSA	VENDOR- FITNESS INSTRUCTOR FEBRUARY 2026	4,650.00
171824	03/19/2026	SARINA GILMORE	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	227.15
171832	03/19/2026	DAISY CORREA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	257.37
171850	03/19/2026	JOHN POURKAZEMI	EMPLOYEE- LUNCH REIMBURSEMENT (WRCOG)	70.78
171853	03/19/2026	GUSTAVO LUIA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	348.52
171857	03/19/2026	STEPHANIE PEREZ	VENDOR- (SHERIFFS) REIMBURSEMENT FOR FOOD (EXPLORER COMP) FEB 2026	1,296.73
171898	03/26/2026	JUAN C. NAVA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	230.83

MARCH 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
171902	03/26/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00
171904	03/26/2026	CLAUDETTE DUGBARTEY-SMITH	VENDOR- BALLET INSTRUCTOR FEBRUARY 2026	1,200.00
171908	03/26/2026	LESLIE AGUILAR	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	179.96
171914	03/26/2026	ANTONIO MARTINEZ	EMPLOYEE- TRAVEL REIMBURSEMENT FOR CONFERENCES (SXSW & NLC)	197.83
171920	03/26/2026	CLAUDIA CANOVAS	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	425.00
171923	03/26/2026	MALCOLM CORONA	EMPLOYEE- PER DIEM FOR CPRS CONFERENCE MARCH 2026	147.00
171945	03/26/2026	ARIADNA PARRA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	483.61
171946	03/26/2026	ANDRES PORRAS	VENDOR- PHOTOGRAPHER FOR BREAKFAST WITH BUNNY 2026	650.00
171956	03/26/2026	FELIPE SOTO	EMPLOYEE- MILEAGE REIMBURSEMENT FOR PARK RANGER CONFERENCE	121.80
171964	03/26/2026	ELIZABETH VALLEJO	EMPLOYEE- PER DIEM FOR CPRS CONFERENCE MARCH 2026	301.00
171965	03/26/2026	MICHAEL VARGAS	EMPLOYEE- PER DIEM FOR CONFERENCES (SXSW & NLC)	602.00



CITY OF PERRIS 11.A.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 (*Continued from the February 24, 2026 meeting*) – A proposal to consider the following entitlements to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue:

1. General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single-Family-Residential to MFR-14 – Multiple-Family-Residential;
2. Planned Development Overlay to allow flexibility from the MFR-14 development standards;
3. Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots totaling 11.6 acres; and
4. Development Plan Review for review of the site plan and building elevations.

Applicant: Ryan Woosley, D.R. Horton

REQUESTED ACTION: Continuance of this item to the City Council meeting on May 26, 2026.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT BACKGROUND:

The applicant is requesting further continuance of this item to the May 26, 2026, City Council meeting to allow additional time to continue negotiations with a homeowner regarding their outstanding concern.

As a matter of information, on February 24, 2026, the City Council voted 5-0 to continue the Acacia Pointe project to the April 14, 2026, Council meeting, at the applicant's request. The Acacia Point project involves a proposal to change the land use designation of 11.6 acres from Single-Family Residential to Multiple-Family Residential with a Planned Development Overlay to facilitate a gated 141-townhome development located south of Nuevo Road and east of Wilson. The site currently has a recorded tract map with 57 single-family lots.

This continuance was made at the applicant's request to address all the remaining concerns expressed by the City Council when the Project was initially continued off-calendar by a 5-0 vote on September 30, 2025, to allow the developer additional time to address the following concerns raised by the Council, prior to returning for further consideration:

- Reduce the dirt stockpile to a maximum of five (5) feet, consistent with the City approval, as the existing stockpile exceeded twenty (20) feet in height.
- Address any potential parking shortages associated with the project, particularly given existing illegal parking along Nuevo Road, where on-street parking is prohibited.
- Address the concerns raised by three property owners regarding the stockpile and unpermitted grading activities, which they stated have caused damage to their furniture and pool equipment due to excessive dust, and cracking of a playhouse, backyard, and front yard concrete pavement, and retaining walls.

Following the Council meeting, Planning, Engineering, Building & Safety staff met with eight (8) residents on October 8, 2025. Staff documented and photographed the damages identified by the residents, addressed residents' questions, and requested that residents submit a written list of concerns for further evaluation. Staff also outlined the required next steps for the developer, including removal of soil to comply with the approved stockpile plans, exposure of all block wall footings for inspection, evaluation of drainage flows impacting the neighborhood, and submittal of a project timeline.

APPLICANT'S PROGRESS AND STATUS SINCE THE LAST COUNCIL MEETING

The developer has been able to address all of the Council's concerns raised as summarized below with the exception of one property owner who disagrees with the resolution terms, which remains a private matter.

- *Status of Grading Compliance – Stockpile Permit*

The soil has been relocated in accordance with the approved stockpile permit, and the height has been reduced in compliance with the stockpile permit as of December 2025. After achieving compliance with the approved grading plans, all grading activities have ceased to date.

- *On-Street Parking Conditions Update*

The proposed project provides 344 parking spaces, exceeding the MFR-14 Zone requirement of 324 spaces by 20. In addition, street parking will be permitted along Wilson Street adjacent to the site once the project is developed.

Regarding cars illegally parked along Nuevo Road, on-street parking is not permitted, as the roadway includes a designated bicycle lane with striping for cyclists in accordance with the City's General Plan. Code Enforcement has begun issuing citations for vehicles parked illegally along Nuevo Road. Although the project requires street improvements along Nuevo Road frontage, on-street parking would be prohibited due to the required bicycle lane requirement.

- *Status of Discussion with Adjacent Homeowners*

The developer indicated that on November 11, 2025, door-to-door outreach was conducted along Shady Oaks Drive, Crystal Creek Road, and Wilson Avenue, which border the project boundaries, and that further public outreach efforts were subsequently undertaken. Despite these efforts, no agreement has been reached with the homeowner residing at 1490 Shady Oaks Drive regarding property damage claims, which remain a private civil matter. The property is depicted in the image below, highlighted in RED.



ANALYSIS:

Project Description

The Acacia Pointe residential development is a 141-unit townhome-style condominium on 11.6 acres, yielding a density of 12.2 units per acre. The proposed condominium development comprises 34 detached two-story buildings, including 7 three-plex buildings, 15 four-plex buildings, and 12 five-plex buildings, designed in traditional Spanish and Italianate architecture.

Each residential building includes three floor plans with three and four bedrooms with a two-car garage, ranging in size from 1,600 to 1,652 square feet. Community amenities include a clubhouse with a 766-square-foot single-story pool building and a 735-square-foot meeting room, as well as a fenced dog park, bocce courts, a swimming pool, a shaded tot lot, cornhole courts, seating areas, and open green spaces.

To facilitate this project, the following entitlement applications are needed:

1. General Plan Amendment (GPA) and Zone Change (ZC): To change the land use designation of 11.62 acres from R-6,000-Single-Family Residential to MFR-14-Multi-Family Residential to increase the density to 14 dwelling units per acre.
2. Planned Development Overlay (PDO): To allow flexibility from the MFR-14 development standards.

Zoning Compliance

The table below summarizes compliance with the development standards of the proposed MFR-14 Zone, subject to the approval of the GPA, ZC, and PDO entitlement applications.

Development Standards				
MFR-14 Multi-Family Residential and Planned Development Overlay (PDO) Zone*				
Standard		Proposed		Consistent
Density		7-14 du/ac	13.7 du/ac	Yes
Lot Coverage		40 percent	47 percent*	Yes, with PDO*
Lot Minimum		3,000 sq. ft.	Lot 1: 10.29 acres Lot A: 0.68 acre Lot B: 0.61 acre	Yes
Building Setbacks	Front (Wilson Avenue)	20 feet	20 feet	Yes
	Streetside building setback (Nuevo Road)	15 feet	84 feet	Yes
	Interior Side Building Setback	15 feet	20 feet	Yes
	Rear Yard	15 feet	20 feet	Yes
Private Yard		200 square feet	250 square feet	Yes
Common Open Space/Landscaping		21,150 square feet based on 150 sq. ft. Open Space per Unit	89,247 square feet	Yes
Minimum Dwelling Size		Minimum of 1,000 sq. ft	1,600 sq. ft.	Yes

Note: *PDO Zone allows flexibility concerning lot standards, and yard requirements as deemed appropriate by the approving authority.

The table below summarizes compliance with Chapter 19.69 – Parking Standards of the Zoning Code for the multi-family residential development.

Chapter 19.69 - Parking Standards				
Requirements of Section 19.69.20 (B) and Section 19.59.040 (B.2.) General Regulations				
Use	Standard – Single Family	Required	Proposed	Consistent
Visitor Parking	0.3 – 0.5 Spaces per unit (141 units)	42 spaces	62 spaces	Yes
Covered Parking	2 garage spaces/unit - 141 units	282 spaces	282 spaces	Yes
Total Parking		324 spaces	344 spaces	Yes
Total Surplus Parking		20 spaces		

Planning Commission Meeting

At the August 20, 2025, meeting, the Planning Commission commended the applicant’s efforts in conducting community outreach, presenting the project modifications to the Ad Hoc Committee, and addressing concerns raised at the May 7, 2025, Planning Commission meeting. These concerns included inadequate landscaping along the east and south property lines shared with residences, a lack of accent materials and architectural detailing, the absence of a clubhouse, insufficient on-site parking, compliance with parking standards, and the need for improved communication with adjacent property owners. In addition, residents expressed concerns about the height and proximity of the on-site stockpile to their homes, dust generated by grading activities, impacts on backyard privacy, and the potential to increase on-street parking challenges.

The Planning Commission expressed support for the project and recognized its contribution to meeting local housing needs by introducing multi-family housing and expanding housing options beyond single-family homes. Based on the applicant’s commitments, the Commission voted to recommend approval of the project.

PUBLIC HEARING NOTICE:

The project was continued to a date-specific Council meeting; therefore, a Notice of Public Hearing for the April 14, 2026, meeting was not required. As of the writing of the staff report, no additional comments have been received from surrounding property owners.

RECOMMENDATION:

The applicant requests that the City Council continue this project to the City Council meeting on May 26, 2026.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since all project costs are borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
 Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: MS

Assistant City Manager: ER

Director of Finance: MS

Attachments:

1. Resolution No. (*next in order*) Adopting of the MND 2403 and the MMRP, and approval of the project with Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
2. Ordinance No. (*next in order*) Approving the Planned Development Overlay and Zone Change
3. Vicinity/Aerial Map
4. Existing and Proposed General Plan Map
5. Existing and Proposed Zoning Map (PDO Zone)
6. MARB/IPA ALUCP Map
7. Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, and Wall/Fence Plans)
Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans) are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
8. Tentative Tract Map No. 38775
9. Planning Commission Staff Report Without Exhibits – Dated 5/7/2025.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
10. Planning Commission Staff Report Without Exhibits – Dated 8/20/2025.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
11. City Council Staff Report Without Exhibits – Dated 9/30/2025.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
12. City Council Staff Report Without Exhibits – Dated 2/24/2026.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

13. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.

Due to the size of the file, the documents are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

14. Applicant's Continuance Request

15. Notice of Public Hearing – February 24, 2026 City Council meeting

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

Attachment 1

Resolution No. (*next in order*) Adopting of the MND 2403 and the MMRP, and approval of the project with Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)

RESOLUTION (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2403 AND MITIGATED MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT (GPA) 23-05247, TENTATIVE TRACT MAP (TTM) 23-05244 (TTM 38775) AND DEVELOPMENT PLAN REVIEW (DPR) 23-00019, AND APPROVING GENERAL PLAN AMENDMENT (GPA) 23-05247, TENTATIVE TRACT MAP (TTM) 23-05244 (TTM 38775) AND DEVELOPMENT PLAN REVIEW (DPR) 23-00019 FOR THE DEVELOPMENT OF 141 TOWNHOME-STYLE CONDOMINIUMS AND ASSOCIATED AMENITIES ON 11.6 ACRES, GENERALLY LOCATED SOUTH OF NUEVO ROAD AND EAST OF WILSON AVENUE, BASED UPON THE FINDINGS PRESENTED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Ryan Woosley, D.R. Horton (“Applicant”), requests approval for a 141-unit townhome-style residential condominium development with amenities including a clubhouse, a tot lot, a dog park, a pool and pool house, and open space on an 11.6 acre site located at the southeast corner of Nuevo Road and Wilson Avenue on 57 parcels corresponding to Assessor’s Parcel Numbers (APNs) 311-161-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027 -028, -029, -030, -031, -032, -033, -034, -035, and 311-162-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, and -022, known as the Acacia Pointe (the “Project”); and

WHEREAS, the Applicant submitted an application for General Plan Amendment (“GPA”) 23-05247 and Zone Change (“ZC”) 23-05245 to change the land use designation of the 11.6 acre Project site from R-6,000 to Multi-Family Residential-14 (MFR-14), Planned Development Overlay (“PDO”) 23-05246 to apply a Planned Development Overlay Zone to allow flexibility from the development standards of the MFR-14 zone, Tentative Tract Map 23-05244 (“TTM 38775”) for one condominium lot with two (2) lettered lots, and Development Plan Review (“DPR”) 23-00019 for review of the site plan and building elevations; and

WHEREAS, the proposed GPA 23-05247, ZC 23-05245, PDO 23-05246, TTM 38775, and DPR 23-00019 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study (“IS”) was prepared for the proposed Project and, based upon review thereof by the City as lead agency, a Notice of Intent to Adopt a Mitigated Negative Declaration was issued in accordance

with CEQA Guidelines Section 15072, and a Draft Mitigated Negative Declaration No. 2403 (“MND”) was prepared for the Project and was publicly reviewed for a thirty (30) day period in accordance with CEQA, from February 21, 2025, to March 24, 2025; and

WHEREAS, during the public comment period, three public comments were received. The public comments received during the public review period did not warrant or result in any “substantial revision,” within the meaning of CEQA Guidelines Section 15073.5, to the MND. Although not required by CEQA, in the interests of thoroughness and transparency, responses to the public comments received have been prepared and included in the Final MND. No “substantial revision” of the MND has been made in response to the comments or otherwise, and therefore no recirculation is required pursuant to CEQA Guidelines Section 15073.5. No changes were made to the Draft MND in the Final MND. There is no substantial evidence in light of the whole record before the City, including the public comments received, that the project may have a significant effect on the environment which cannot be mitigated or avoided, and therefore no EIR is required pursuant to CEQA Guidelines Section 15073.5; and

WHEREAS, the Riverside County Airport Land Use Commission (“ALUC”) conducted a hearing on December 12, 2024, to consider the Project’s consistency with the D (Flight Corridor Buffer) Zone and determined that the Project is consistent with the March Air Reserve Base/Inland Port Airport (MARB/IPA) Land Use Compatibility Plan; and

WHEREAS, Chapter 19.54 (Authority and Review Procedures) of the Perris Municipal Code (“PMC”), authorizes the City to approve, conditionally approve, or deny requests for approval of General Plan Amendments and Development Plan Reviews, and PMC Chapters 18.12 and 18.16 authorize the City to review and approve, conditionally approve, or deny requests or approval of Tentative Tract Maps; and

WHEREAS, a duly noticed Planning Commission public hearing was held on May 7, 2025, and August 20, 2025, for the Project, at which time all interested persons were given full opportunity to be heard and to present evidence. Following the hearing, on August 20, 2025, the Planning Commission by a vote of 5-0 adopted Planning Commission Resolution 25-07, recommending approval of the Project to the City Council subject to conditions of approval; and

WHEREAS, on September 30, 2025, the City Council conducted a duly noticed public hearing to consider the Project, and at which time the City Council continued the item to off-calendar; and

WHEREAS, on February 24, 2026, the City Council conducted a duly noticed public hearing to consider the Project, and at which time the City Council continued the item to April 14, 2026; and

WHEREAS, on April 14, 2026, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard and present evidence; and

WHEREAS, before taking action, the City Council has heard, been presented with, and reviewed all the information and data which constitutes the administrative record for the Project, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does find, determine and resolve as follows:

Section 1. Recitals. The above recitals are all true and correct and are incorporated herein by this reference as findings of fact.

Section 2. CEQA Findings. The City Council finds as follows with respect to the IS/MND for the Project:

- A. The City Council has considered the whole administrative record, including the IS/MND together with the comments received during the public review process and the responses thereto contained in the Final IS/MND. The City Council has also considered whether the Project will result in a safety hazard or noise problem for persons using the March Air Reserve Base/Inland Port Airport or for persons residing or working in the Project area, and finds that it will not. The findings in this Section 2 are made on the basis of the whole administrative record.
- B. The IS/MND has been prepared and considered in compliance with CEQA and contains all required contents pursuant to CEQA Guidelines Section 15071.
- C. With the imposition of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (which is included in the IS/MND), there is no substantial evidence that the Project will have a significant effect on the environment. Said mitigation measures have been made enforceable conditions on the Project, as they have been included in the Project Conditions of Approval attached hereto as Attachment 1.
- D. The IS/MND reflects the independent judgment and analysis of the City.
- E. The location and custodian of the documents or other material which constitute the record of proceedings upon which the City Council's decision set forth in this Resolution is based is as follows: City of Perris Planning Division, 135 N. D. St., Perris, CA 92570.

Section 3. General Plan Amendment 23-05247. The City Council further finds, with respect to General Plan Amendment 23-05247, that:

- 1) *The General Plan Amendment is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed amendment will result in changing the General Plan land use designation of the Project site from R-6,000 to MFR-14-PDO, which will create consistency with the proposed MFR-

14-PDO Zone Change request. The MFR-14 designation and zoning permits attached/detached single-family residential dwellings, including condominiums, at a density of up to 14 dwelling units per acre. The Project proposes an attached single-family housing type at a density of 12.2 units per acre. The proposed amendment would also create compatibility with the adjacent General Plan residential land use designations on the north, south and west. Further, changing the General Plan land use designation from R-6,000 to MFR-14-PDO aligns the Project site's General Plan land use designation with the direction of the community, which seeks to provide additional housing options to meet unmet housing demands and logically extends the existing zoning pattern to the north and east of the site.

Furthermore, the General Plan Amendment is consistent with and advances General Plan Policy I.A of the General Plan Land Use Element, which seeks to promote variety in dwelling types, densities, and locations to satisfy changing demands as the community evolves and matures. It is also consistent with and advances Goal 1 of the Housing Element, which seeks to promote and maintain various housing types for all economic segments of the City. Finally, the General Plan Amendment will facilitate the Project, which, as conditioned, meets or exceeds the objectives of the proposed MFR-14 General Plan land use designation and is consistent with and advances the General Plan objectives, policies, and programs for the reasons detailed in Table 11 of the IS/MND and below.

- 2) *The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.*

The proposed General Plan Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The amendment, which is to change the General Plan land use designation of the Project site from R-6,000 to MFR-14-PDO, will facilitate residential development to meet housing demand in the City and regional housing demand, which is consistent with the General Plan goals and objectives. The Project site is located in an infill urbanized area surrounded by single-family residential on the north, west, south, and east with a similar residential density. Adequate site access and services are readily available, and future development will be required to adhere to all applicable City codes, standards, and policies, and thus, the amendment would not be detrimental to the public interest, health, safety, convenience, or welfare.

- 3) *In the case of an amendment to the General Plan Land Use Map, the subject parcel(s) is physically suitable (including, but not limited to access, provisions of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use designation(s) and the anticipated land use development(s).*

The proposed General Plan Amendment will align the General Plan land use designation of the Project site with its proposed zoning pursuant to Zone Change 23-05245, facilitating future residential development in a manner consistent with the existing neighborhood fabric, the General Plan's vision, and the City's Zoning Code. The parcel is physically suitable for townhome-style residential use, as it is of adequate shape and size, and utilities and City services are readily available to service the site. The Project site would have access from the adjoining

public roadway, Wilson Avenue (two driveways). The site is relatively flat and does not have any physical constraints, such as steep slopes or watercourses, to prevent residential townhome-style development.

Section 4. Tentative Tract Map 23-05244 (TTM 38775). The City Council further finds, with respect to Tentative Tract Map 23-05244 (TTM 38775), that:

1. *The proposed map is consistent with the applicable General Plan and Specific Plans.*

The proposed tentative tract map will merge 57 existing parcels into one parcel for condominium purposes to facilitate the Project, and is consistent with the City General Plan, with the proposed General Plan Amendment, and with the MFR-14 Zone, with the proposed Zone Change. The Project is not within a Specific Plan Area. The Project will provide adequate vehicular access and recreational opportunities at a density compatible with the existing surrounding residential uses. Furthermore, necessary water and sewer services are available to serve the site, and the Project is required to comply with conditions of approval to mitigate its impacts, which include paying its fair share and constructing transportation, drainage, and other improvements to serve the site. The proposed Tentative Tract Map is also consistent with and advances the General Plan objectives, policies and programs as discussed above and below. Therefore, the proposed Tentative Tract Map is consistent with the City's General Plan and Zoning Code.

2. *The design and improvement of the proposed subdivision is consistent with the applicable General Plan and Specific Plans.*

The Project is not within a Specific Plan Area. The design and improvement of the proposed subdivision is consistent with the General Plan, as detailed in Table 11 of the IS/MND. Additionally, the design and improvement of the proposed subdivision is consistent with the applicable General Plan Circulation Plan, Housing Element, and Safety Element policies outlined below:

- Safety Element:

Policy S-2.1 – Require road upgrades as part of new developments/major remodels to ensure adequate evacuation and emergency vehicle access. Limit improvements for existing building sites to property frontages.

The proposed project would include improvements to Wilson Avenue and Nuevo Road along the project site frontages. Driveways would be at least 36 feet wide in order to provide adequate emergency access.

- Circulation Element:

Policy I.A. Design and develop the transportation system to respond to concentrations of population and employment activities, as designated by the Land Use Element and in accordance with the designated Transportation System, Exhibit 4.2, Future Roadway Network (refer to City of Perris General Plan Circulation Element).

Policy II.B. Maintain the existing transportation network while providing for future expansion and improvement based on travel demand, and the development of alternative travel modes.

Policy IV.A - Provide non-motorized alternatives for commuter travel as well as recreational opportunities that maximize safety and minimize potential conflicts with pedestrians and motor vehicles.

The proposed project would meet Policy I.A., II.B., and IV.A to include improvements to Wilson Avenue and Nuevo Road along the project site frontages. Driveways would be at least 36 feet wide in order to provide adequate emergency access.

- Housing Element:

Policy 1.2: - Promote development within the City that provides a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.

The proposed townhomes would offer additional choices for future residents seeking housing types other than single-family homes.

3. *The site is physically suitable for the type of development.*

The Project site is physically suitable for residential development, as it was previously approved as a conventional detached single-family subdivision resulting in the site being graded, and it is surrounded by residential neighborhoods to the south, east and west.

4. *The site is physically suitable for the proposed density of the development.*

The Project site is physically suitable for the proposed density of the proposed townhome-style condominium development. The Project has been designed to be consistent with, and complies with, all applicable City development standards, including density, height, setbacks, amenities, landscaping, and parking, subject to approval of the requested Zone Change and Planned Development Overlay applications.

5. *The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The potential environmental impacts associated with the Project were evaluated in the IS/MND, and it has been determined that with the incorporation of the mitigation measures which are included as enforceable conditions of approval, the Project will not cause any significant impacts on biological resources.

6. *The design of the subdivision and the type of improvements will not cause serious public health problems.*

An IS/MND has been completed in compliance with the California Environmental Quality Act (CEQA). The IS/MND concluded that the Project will not cause significant human health or

cancer risk to sensitive receptors.

7. *The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

The design of the subdivision or any type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision.

8. *All requirements of CEQA have been met.*

As mentioned above, an IS/MND has been prepared for the Project in compliance with CEQA. Therefore, all requirements of CEQA have been met with respect to the proposed tentative map.

9. *The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.*

The development is required to comply with all provisions of City of Perris Ordinance Number 1194, which establishes stormwater and urban runoff management and discharge controls to improve water quality and comply with federal regulations, as well as any subsequent amendments, revisions, or ordinances pertaining thereto. Therefore, a Pre-WQMP (Water Quality Management Plan) has been prepared. The structural BMPs selected for the Project have been approved in concept. The owner is required to submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including three Modular Wetlands Systems, self-retaining landscape, and covered trash enclosures. The Public Works Department shall review and approve the final WQMP text, plans, and details. Therefore, the Project will comply with the requirements of the Santa Ana Water Quality Control Board.

Section 5. Development Plan Review 23-00019. The City Council further finds, with respect to Development Plan Review 23-00019, that:

- 1) *The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, and the development policies and standards of the City.*

The proposed General Plan designation of MFR-14-PDO and MFR-14 Zone provides for duplexes, townhomes, and single-family detached residential development at a density of up to 14 dwelling units per acre. The PDO further allows a 10% density bonus based on the underlying zone. The Project, as designed, proposes 13.7 units per acre, which supports residential development by allowing smaller lots than normally associated with a typical MFR-14-PDO subdivision. The proposed Project is consistent with the General Plan, the MFR-14

zone and PDO requirements, and the existing land uses in the area. The Project will also be constructed in compliance with the requested Planned Development Overlay Zone standards. Additionally, the Project is consistent with the City's Residential Design Guidelines adopted on September 6, 2023, including consistency with Chapter 2 (General Design Guidelines), Chapter 3 (Single Family Design Guidelines), and Chapter 7 (Architectural Style Guidelines). The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the MFR-14-PDO Zone, and provisions of the Perris Municipal Code.

- 2) *The proposed Project site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*

The proposed Project site is physically suitable in terms of parcel size, shape, access, and availability of utilities and services. The site is located south of Nuevo Road and east of Wilson Avenue, which allows for adequate access via two driveways on Wilson Avenue and provides a logical connection to infrastructure to service the site. Utility services such as water and sewer are adjacent to the Project and are available to service the site.

- 3) *The proposed development and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.*

As conditioned, the proposed Project will not be detrimental to the public health, safety or welfare or injurious to property and improvements in the vicinity or to the City's general welfare in that the Project is designed in conformance with the General Plan and the City's Residential Design Guidelines, and is compatible with the residential character of the area. These standards include setbacks, building height, parking, and landscaping and will integrate into the existing fabric of residential development contemplated for the area. Therefore, the Project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.

- 4) *The architecture proposed is consistent with community standards and protects the character of adjacent development.*

The proposed architecture meets the City's design standards for single-family attached residential development; therefore, it is compatible with community standards and protects the character of adjacent development. Also, the proposed PDO requires superior architecture in exchange for flexibility in development standards. Enhanced architecture, site design, and landscaping have been provided for the Project. The Project proposes using high-quality materials for each product type, including stucco finishes, stacked stone, and shutters. The proposed color palette and materials offer a range of interest, utilizing color tones that transition from light to dark accents to enhance the proposed residential buildings.

- 5) *The landscaping plan ensures visual relief and provides an attractive*

environment for the public's enjoyment.

The proposed Project includes 30% onsite landscape coverage including recreational areas landscaping, on-site perimeter landscaping along both roadways, and entrance landscaping. Plant materials include a mix of native and drought-tolerant trees, shrubs, ground cover, and annual color throughout the site to ensure visual relief and effectively frame, soften, and embellish access points, building entries, and open space areas. All trees proposed for the development include 36-inch box-sized street trees and 24-inch box-sized trees.

- 6) *The safeguards necessary to protect public health, safety, and general welfare have been required for the proposed Project.*

The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the conditions of approval, which are attached hereto and incorporated herein by this reference as Attachment 1, and which include the CEQA mitigation measures found in Mitigated Negative Declaration No. 2403 and the included MMRP. The conditions of approval will ensure that the Project is developed in compliance with City and affected service agency codes and policies and that any potential environmental impacts of the Project are mitigated below a level of significance.

Section 6. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 30, 2025, the City Council adopts Mitigated Negative Declaration No. 2403 and the included MMRP, attached to this Resolution as Attachment 2 and incorporated herein by this reference, for General Plan Amendment (GPA) 23-05247, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review (DPR) 23-00019.

Section 7. Based upon the foregoing and all oral and written communication submitted by members of the public and City staff, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 30, 2025, the City Council adopts and approves General Plan Amendment (GPA) 23-05247, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review (DPR) 23-00019, subject to the Conditions of Approval attached to this Resolution as Attachment 1 and incorporated herein by this reference.

Section 8. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 9. This Resolution shall take effect upon effectiveness of Ordinance No. (Next in Order), conditionally approving Planned Development Overlay (PDO) 23-05246 and Zone Change (ZC) 23-05245.

Section 10. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED on this 14th day of April 2026.

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 No. (Next in Order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 14th day of April 2026, by the following called a vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachments:

1. Conditions of Approval (Planning and Fire, Engineering, Public Works, Community Services, and Building & Safety).
2. Mitigated Negative Declaration No. 2403 (including MMRP)
Due to the size of the files, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

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

RECOMMENDED CONDITIONS OF APPROVAL

General Plan Amendment (GPA) 23-05247

Zone Change (ZC) 23-05245

Planned Development Overlay (PDO) Zone 23-05246

Tentative Tract Map 23-05244 (TTM 38775)

Development Plan Review (DPR) 23-00019

April 14, 2026

General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 – A proposal to consider the following entitlements to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue: 1) General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single Family Residential to MFR-14 – Multiple Family Residential; 2) Planned Development Overlay to allow flexibility from the MFR-14 development standards; 3) Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots; and 4) Development Plan Review for review of the site plan and building elevations. Applicant: Ryan Woosley, D.R. Horton

• **GENERAL CONDITIONS:**

1. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP), which shall be implemented in accordance with the timeline, reporting, and monitoring intervals listed.
2. **Tentative Tract Map 23-05244 (TTM 38775).** There is a 24-month time limit for satisfying the conditions and recording the map after the City Council approval. A maximum of six (6) subsequent one-year time extensions may be granted by the City Council upon request by the applicant. A written request for an extension of time shall be submitted to the Planning Division at least 30 days before the expiration of the map.
3. **Approval Period for Planned Development Overlay (PDO) Zone 23-05246 and Development Plan Review 23-00019.** Planned Development Overlay and Development Plan Review related to an implementing subdivision may be granted time extensions by the City Council up to a total of six (6) years beyond the original approval expiration date before the issuance of any building permits. Once a building permit has been issued, the Planned Residential Development will be considered vested, and time extensions will no longer be required. A written request for an extension of time shall be submitted to the Planning Division at least 30 days before the expiration date. The approval period of these applications shall be extended with the approval period of the Tentative Parcel Map or to align with automatic state extensions for the Tentative Parcel Map.

4. **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 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 **General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in the defense of the action.
5. **Notice of Determination.** Within five (5) days of City Council approval, the applicant shall work with Planning Staff on filing a Notice of Determination and applicable fee for the project Mitigated Negative Declaration to the Riverside County Clerk Recorder, in accordance with Section 753.5, (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.

- **PLANNING DIVISION**

6. **Perris Municipal Code.** The project shall conform to the development standards of the MFR-14 Zone, as outlined in Chapter 19.26, and the Planned Development Overlay Zone requirements, as specified in Chapter 19.59 of the Perris Municipal Code, as approved for this project.
7. **Expansion of Use.** The site or its use may not be expanded without subsequent reviews and approvals by the Planning Division.
8. **Conformance to Approved Plans.** Development of the project site, building elevations, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission, or as amended by final approval by the City Council. Any deviation shall require appropriate Planning Division consideration.
9. **Advisory:** Signs shall be permitted in accordance with Chapter 19.75 Sign Regulations of the Zoning Code. Signs shall be subject to separate review and assessment. A separate application and fee will be required.

Prior to Map Recordation:

10. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.
11. **Street Names Request.** The applicant shall submit a Street Names Request to the Planning Division for Planning Commission review and approval. A separate application and applicable fee shall apply.
12. **Final Map Recordation.** Prior to the recording of the Final Tract Map, the developer shall submit two separate applications and fees, one application to the Planning Division and a

second application to the Engineering Department for review and approval for City Council action.

13. **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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:
 - a. Landscape Maintenance District No. 1;
 - b. Flood Control Maintenance District No. 1;
 - c. Maintenance District No. 84-1;
 - d. Perris Community Facilities Assessment District; and
 - e. Any other applicable City Assessment and Community Facilities Districts

14. **Homeowners Association.** The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) creating a Homeowners Association (HOA), subject to approval of the Planning Division and City Attorney's Office. The CC&Rs/HOA shall contain the following:
 - a. Each buyer shall sign and acknowledge that he/she has read the Constitution and By-Laws of the HOA and the CC&Rs applying to the development, including any clause pertaining to private streets and private driveways.
 - b. The CC&Rs shall be irrevocably written and recorded so that the maintenance is the responsibility of the HOA for the life of the project. The CC&Rs shall clearly state that the HOA officers are responsible for the enforcement of the on-street parking regulations.
 - c. Before the recording of the Articles of Incorporation, City Attorneys require an additional deposit to review the AOIs.
 - d. The By-Laws or other appropriate document of the HOA shall include the obligations of the Association concerning the maintenance of landscaping along the street frontages; primary and secondary entrances; common open space areas, including maintenance of natural open space parcels, maintenance of recreation areas and equipment, the pool house building, swimming pool, and spa; perimeter wall and entry gates, parking areas, and private streets.
 - e. The HOA shall also act as the Architectural Review Board for the project, strictly enforcing compliance with approved home design, materials, colors, proposed additions, patio covers, etc., prior to submitting the proposed changes to Planning and

Building and Safety Divisions for review and approval.

- f. Vehicles parked on a residential driveway shall not encroach into the sidewalk or private street.
- g. Graffiti on all exterior walls or common space buildings shall be removed within 48 hours of complaint. Also, refer to Condition of Approval No. 47.
- h. All marked parking stalls within the community shall be perpetually maintained.

Prior to Grading Permit Issuance:

- 15. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.
- 16. **Precise Grading Plans.** Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.
- 17. **Traffic Control Plan.** A Traffic Control Plan shall be submitted for approval to the City Engineer.
- 18. **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison (SCE) area service planner (951-928-8323) to complete the required forms before the commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating that the electrical service will be placed underground.
- 19. **Eastern Municipal Water District (EMWD).** After the City's approval, the applicant shall also submit landscape plans to EMWD for approval and comply with required EMWD inspections. Contact EMWD at 951 928-3777, ext. 4334.
- 20. **Preliminary Water Quality Management Plan (PWQMP).** A Preliminary WQMP was prepared for the proposed project site. All PWQMPs were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements as of January 5, 2025. The following 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 one bio-retention basins, lot-specific LID BMPs, and self-retaining landscape. The Public Works Department shall review and approve the final WQMP text, plans and details.
- 21. **Final Water Quality Management Plan (FWQMP).** Prior to the issuance of grading permits, an FWQMP is required to be submitted. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term

operation of the project, the applicant shall develop, receive approval from the City, and implement an FWQMP. The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the Preliminary WQMP and developed in compliance with the MS4 permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs proposed in the approved Preliminary Water Quality Management Plan (PWQMP).

Prior to Building Permit Issuance:

22. **Recorded Map.** Tentative Tract Map 38775 shall be recorded.
23. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.
24. **Construction Drawings.** All Planning, Public Works, Building, Community Services and Engineering conditions of approval and mitigation measures shall be copied on the construction drawings. The Conditions shall be annotated for ease of reference (i.e. Sheet and detail numbers).
25. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the Perris Union High School District and Perris Elementary School District.
26. **Lighting.** Plans shall include decorative coach lighting for each home, depending on the architecture; the applicant shall work with staff on the location and appropriate lighting fixtures for each home. In addition to decorative coach lighting, the home builder must provide lighting at all exterior doorway entrances, including the front door entrance, side-door entrances, and rear/sliding door entrances. Lighting shall consist of either coach lighting or under-soffit lighting.
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 are limited to weekday hours between 7:00 a.m. and 7:00 p.m. Construction may not occur on weekends or State holidays without the prior consent of the Building Official. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.
 - b. Construction routes are limited to City of Perris-designated truck routes or permitted by the City Engineer.
 - c. 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 late morning and after work is completed for the day and whenever wind exceeds 15 miles per hour.

- d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such people shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.
 - e. 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. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).
 29. **Screening of Roof-Mounted Equipment.** No roof-mounted equipment is proposed for this project. If applicable, proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Additionally, all vent pipes and similar devices shall be painted to match the building's exterior.
 30. **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.
 31. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right-of-way, unless they are used as a decorative feature on the home or HOA buildings. Otherwise, downspouts should be focused away from the façade of the home/HOA building.
 32. **Trash Enclosures.** If required, any trash enclosure shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission. Furthermore, the trash enclosure location shall have an ADA path of travel from each building to the trash enclosure it is meant to serve.
 33. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those that provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65KV or larger.
 34. **On-site & Off-site Utilities.** All utilities 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.
 35. **Landscape and Irrigation Plans.** Submit three (3) copies of the landscape and irrigation plans to the Planning Division for review and approval. Design modifications may be required as deemed necessary. A separate application and applicable fee are required. Landscape plans shall comply substantially with the conceptual plans approved by the City Council. The plans shall be prepared by a California-registered Landscape Architect and

conform to the requirements of Chapter 19.70 – Landscaping of the Perris Municipal Code. The following shall be included:

- a. **Street Frontages.** All landscaping fronting onto the perimeter of the project site, main entrances and adjacent to the surrounding streets shall consist of tiered plant materials subject to Planning staff review and approval.
 - b. **EMWD.** Landscape plans shall be submitted concurrently to the Eastern Municipal Water District (EMWD) for review and approval.
 - c. **BMPs for Water Quality.** All BMPs (vegetated swales, etc.) shall be landscaped and shown on the landscape plans with appropriate planting and irrigation. Trees shall be planted as closely as possible to screen the bio-retention areas.
 - d. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. Refer to Chapter 19.70 – Landscaping, for water conservation calculations (MAWA).
 - e. **Maintenance.** All required landscaping shall be maintained in a viable growth condition for the project's life.
 - f. **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.
 - g. **Dog Park.** A physical barrier shall be provided to separate big dogs from small dogs.
 - h. **Southerly and Easterly Perimeter Landscaping.** Evergreen trees shall be provided at the easterly and southerly property lines for screening subject to Planning Staff approval.
36. **Enhanced Elevations.** As noted on the plans, all homes visible to adjacent roadways and all corner lots shall have enhanced elevations.
37. **Phasing.** The final project phasing shall be approved by Planning Staff.
38. **Model Home Complex.** All project amenities (perimeter wall, gates, clubhouse, landscaping, open space amenities near clubhouse, etc.) shall be installed before the project's completion of the model home complex. A separate planning application with fee are required for the model home complex.
39. **Fence and Wall Plan.** The applicant shall submit the final fence and wall plans to Planning staff for review and approval. Plans shall comply substantially with the plans approved by the City Council also labeled as “Acacia Fencing Plan.” Revise the fence and wall plan such that the plan incorporates the following:
- a. **Tubular Steel Fence.** Decorative pilasters and caps shall be added at prominent corners and throughout the tubular steel fencing to break up the massing.
 - b. **Additional Fencing.** Additional fencing shall be consistent with height, colors and

materials approved for this project. Any additional fencing not shown on the plans shall be reviewed and approved by Planning staff. Chain link and wood fencing or other types of fencing are not allowed.

- c. **Fencing for Private Space.** All fencing shall be made of high-quality vinyl to mimic the appearance of wood.
 - d. **Graffiti.** All decorative masonry walls shall be treated with a graffiti-resistant coat. Also refer to Condition of Approval No. 47.
 - e. **Knox Boxes.** Knox boxes are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.
40. **Photometrics Plan (Site Lighting Plan).** The applicant shall submit a Photometrics Plan to the Planning Division for review and approval. Full cut-off, low-sodium fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian areas, amenities, walkways, and the pool building area. Street lighting shall comply with Engineering requirements.
41. **Fees.** The developer shall pay the following fees before the issuance of building permits:
- a. Stephen's Kangaroo Rat Mitigation Fees of \$500.00 per acre.
 - b. Multiple Species Habitat Conservation Plan fees.
 - c. Current statutory school fees to all appropriate school districts.
 - d. Any outstanding liens and development processing fees owed to the City.
 - e. Appropriate Road and Bridge Benefit District fees.
 - f. Park Development Impact fee.
 - g. City Development Impact fees.
 - h. Transportation Uniform Mitigation Fees (TUMF).
 - i. Appropriate City Development Impact Fees in effect at the time of development.

During Construction:

42. **Waste Hauling and Disposal.** The project shall use only the City-approved waste hauler for all construction and other waste disposal.

Prior To Issuance of Occupancy Permits

43. **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape

inspection after all the landscaping and irrigation have been installed and are completely operational. Before calling for a final inspection, submit the "Certificate of Compliance" form completed and signed by the designer/auditor responsible for the project to the Project Planner.

44. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping and automatic irrigation installed and in good condition.

Operational Conditions:

45. **Property Maintenance.** The project shall comply with the provisions of Perris Municipal Codes 7.42 regarding Landscape Maintenance, and Chapter 7.06 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule. In addition, the project shall comply with the one-year landscape maintenance schedule identified in the Public Works Department Conditions of Approval No. 5 dated **May 1, 2025**.
46. **Temporary Uses.** Per Chapter 19.60 of the City of Perris Municipal Code, any outdoor use of the common space for special events that will require temporary structures or tents shall be required to apply for a Temporary Use Permit as described in Section 19.60.060 of the City of Perris Municipal Code.
47. **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapters 7.06 regarding Property Maintenance, and Chapter 7.26 regarding Graffiti Removal. The site shall be maintained in a graffiti-free state at all times. The site shall always be maintained in a graffiti-free state. Graffiti located on site shall be removed within 48 hours. Graffiti shall be painted over panels, not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.
- **ENGINEERING DEPARTMENT**

48. The project shall adhere to the requirements of the City Engineer, as indicated in the attached Engineering Conditions of Approval dated **May 1, 2025**. The city engineer shall review and approve on- and off-site improvement plans.
 - **PUBLIC WORKS DEPARTMENT**

49. The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **May 1, 2025**.
 - **COMMUNITY SERVICES DEPARTMENT**

50. The project shall adhere to the requirements of the Community Services Department as

indicated in the attached Conditions of Approval dated **April 9, 2025**.

- **BUILDING & SAFETY DIVISION**

51. The project shall adhere to the Building & Safety Division requirements as indicated in the attached Conditions of Approval dated **October 16, 2023**.

- **BUILDING OFFICIAL/FIRE MARSHAL**

52. The proposed project shall adhere to all Building Official/Fire Marshal requirements. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. 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 in the building plans. See the City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and the underground plan available at: <http://www.cityofperris.org>.

- **RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION**

53. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

54. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

- a. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.
- b. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft engaged in a straight or circling final approach towards a landing at an airport.
- c. Any use which would generate smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, agriculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)
- d. Any use that would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

e. Hazards to flight

55. The attached notice shall be provided to all prospective purchasers of the property and tenants of the building, and shall be recorded as a deed notice.
56. Any proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

57. 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 wave transmission in conjunction with remote equipment inclusive of irrigation controllers, access gates, etc.
58. The project has been evaluated to construct 141 townhomes and amenities on 11.62 acres, any change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria, at the discretion of the ALUC Direct

- **FIRE MARSHAL**

59. The project shall comply with all requirements set forth by the California Code of Regulations Title 24 Parts 1-12 respectively.
60. The adopted edition of the California Code of Regulations, Title 24, Parts 1 through 12, and the Perris Municipal Code shall apply at the time the architectural plans are submitted for construction permits.

61. Prior to the issuance of grading permits, a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.
62. Prior to the issuance of grading permits, evidence of sufficient fire flow of 1500 GPM for 2 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.
63. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.
64. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.
65. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3 feet shall always be maintained.
66. The maximum distance between hydrants is 300 feet.
67. A minimum of two points of connection to the public water system shall be provided for the private fire-line water. The private underground fire-line system shall be a looped design.
68. Any Fire Department Connections (FDCs) shall be located within 100 feet of a public fire hydrant. The fire hydrant shall be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and fire hydrant.
69. Prior to construction a temporary address sign shall be posted and clearly visible from the street.
70. The permanent building address shall be provided and either internally or externally lit during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.
71. The buildings shall be provided with an automatic fire sprinkler system in accordance with NFPA 13. Construction plans shall be submitted for review and approval to the City of Perris prior to installation.
72. Prior to building final, the recreation building and all security gates shall be provided with a Knox Lock key box or key switch. The Knox box shall no more than seven feet above the finished surface and near the main entrance door.

73. Security gates shall be located at least 56 feet from any major street.
74. City of Perris approval shall be obtained prior to the storage and/or use of hazardous materials as defined by the California Fire Code.

END OF CONDITIONS



CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

May 1, 2025

PLN 23-05244 (TTM 38755)

GPA 23-05247

ZC 23-05245

PDO 23-05246

Acacia Point Towne Homes

Lots 1-57 of TM 31651 (MB 419/12-14)

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

In the event of a conflict between any conditions stated below, those imposed by the Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the City's opinion shall prevail.

General Conditions:

1. The project's grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The

developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.

4. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris Standards; temporary backfill of trenches is not acceptable.

5. The developer/property owner shall provide for all traffic mitigation measures and improvements as depicted in the Traffic Impact Analysis prepared by TJW Engineering, Inc. dated November 8, 2024 and as conditioned below as approved by the City Engineer including but not limited to:

a. Two points of access/driveways are permitted on Wilson Avenue.

i. The northerly driveway shall be gated, allowing for full access movements and shall have a minimum width of 54 feet at the turnaround point.

ii. The southerly driveway shall be gated and designated for egress only full access movement, with entry restricted to emergency vehicles only.

b. Nuevo Road (Modified Primary Arterial – 128'/86') along the property frontage within the dedicated right-of-way, from Wilson Avenue to the easterly project limits, shall be improved to provide for the following improvements:

i. 8-inch curb and gutter 43-feet south from the centerline.

ii. New raised landscape median to match existing width and curb height. Layout of median shall be per the attached exhibit hereon.

iii. Grind and overlay, curb-to-curb new AC pavement, to a 2-inch depth and replace with 2 inches from Wilson Avenue to the easterly project limits.

Remove and replace areas of existing distressed pavement at full depth, constructing new rectangular pavement sections. Final structural section will be determined at the discretion of the City Engineer. Using a Traffic Index (TI) of 10.0, the minimum pavement structural section includes 8 inches of Asphalt Concrete PG70-10 over 16 inches of Class II Aggregate Base.

iv. The parkway shall be 21-foot-wide consisting of a 6-foot-wide sidewalk, 15-feet of landscaping, Class II Bike Lane, a second through lane at the eastbound leg of its intersection at Wilson Avenue and continuing east toward Murrieta Road along the project site frontage, and streetlights subject to the results of a photometric study prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards, County of Riverside and Caltrans standards.

c. Wilson Avenue (Local 60'/40') along the property's frontage within dedicated right-of-way, from Nuevo Road to the southerly project limits, shall be improved to provide for the following improvements:

i. 6-inch curb and gutter 20-feet east from the centerline.

ii. A total limit of 40 feet of full-width pavement.

Grind and overlay, curb-to-curb new AC pavement, to a 2-inch depth and replace with 2 inches from Nuevo Road to the southerly project limits.

Remove and replace areas of existing distressed pavement at full depth, constructing new rectangular pavement sections. Final structural section will be determined at the discretion of the City Engineer. Using a Traffic Index (TI) of 7.0, the minimum pavement structural section includes 6 inches of Asphalt Concrete PG70-10 over 8 inches of Class II Aggregate Base.

iii. The parkway shall be 10-foot-wide consisting of a 6-foot-wide sidewalk, 4-feet of landscaping, and streetlights subject to the results of a photometric study prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards, County of Riverside and Caltrans standards.

6. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance with ADA standards and requirements. The driveways curb returns shall be within the property limits and shall not infringe on adjacent properties.

7. The developer/property owner shall provide for all drainage mitigation measures and improvements as depicted in the Preliminary Hydrology and Hydraulics Study prepared by SP2 & Co. dated September 13, 2023 and as conditioned below as approved by the City Engineer including but not limited to:

a. The developer/property owner shall collect any off-site runoff along the northwest corner of the project site and convey it to an acceptable outlet.

- b. The developer/property owner shall collect on-site treated runoff and convey it to the public underground drainage system.
 - c. Catch basin inserts shall be provided as approved by the Public Works Department.
 - d. The storm drain systems shall be designed per Riverside County Flood Control and Water Conservation District (RCFCD) and City of Perris design and WQMP standards and guidelines.
8. An encroachment permit shall be obtained for any work that is to be performed within the RCFCD right-of-way or impacting District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

Prior to Recordation of the Tract Map:

9. The developer/property owner shall have the aforementioned improvement plans and tract map approved, executed subdivision agreement and posted securities prior to map recordation.
10. A tract map shall be filed with the City and processed for review, approval, and subsequent recordation.
11. Relinquish and waive rights of access to and from Wilson Avenue and Nuevo Road on the Final Tract Map other than the two openings on Wilson Avenue as delineated on the approved Tentative Tract Map.
12. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers:
- a. Wilson Avenue is classified as a Local Road (60'/40'), per the General Plan. Adequate right-of-way shall be dedicated on Watson Road, along the property frontage, to accommodate a 30-foot half-width dedicated right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.
 - b. Nuevo Road is classified as a Modified Primary Arterial (128'/86'), per the General Plan. Adequate right-of-way shall be dedicated on Watson Road, along the property frontage, to accommodate a 64-foot half-width dedicated right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.
 - c. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

- d. Easements shall be dedicated to public utilities and emergency vehicle access for all private streets and drive-isles.
- e. Reciprocal access, parking and drainage easements shall be provided and so noted on the Final Tract Map.

13. The following statement shall be added to the Final Tract Map:

NOTICED OF DRAINAGE FEES. Notice is hereby given that this property is located in the Perris Valley Area Drainage Plan which was adopted by the City of Perris pursuant to Ordinance and Section 66483 et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the grading permit or building permit at the rate in effect at the time of issuance of this actual permit.

14. 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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

- a. Landscape Maintenance District No. 1
- b. Flood Control Maintenance District No. 1 (may include Streets)
- c. Maintenance District No. 84-1 (Street Lights and Traffic Signals)
- d. Perris Community Facilities Assessment Districts; and
- e. Any other applicable City Assessment, Community Facilities Districts

Prior to Issuance of Grading Permit:

15. The project site is within the limits of FEMA 100-year flood plain. The developer/property owner shall process the CLOMR.

16. Tributary and treated onsite runoff shall be collected and connected via underground storm drain facility, to Perris Valley Master Drainage Facility (PVMDP) Line L and Line A as approved by the City Engineer.

17. The developer/property owner shall submit the following to the City Engineer for review and approval:

- a. Onsite Grading Plan and Erosion Control Plan – Plans shall show the approved WDID No.
- b. Street and Storm Drain Improvement Plans
- c. Sewer and Water Improvement Plans
- d. Signing and Striping Plan
- e. Final Drainage Plan, Hydrology and Hydraulic Report
- f. Street Light Plan prepared by a Registered Electric Engineer per City of Perris Standards; streetlights shall be per City of Perris Safety Lighting Standards.
- g. Geotechnical Report
- h. Final WQMP (for reference)

The design shall be in compliance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements and in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

18. In the event that the electrical cables are under 66 kV, the existing power poles on Wilson Avenue and Nuevo Road along the frontage of the property, shall be removed, and the electrical and communication cables shall be placed underground.

19. If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening. The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition. In any event the communication cables shall be placed underground.

20. 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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

- a. Landscape Maintenance District No. 1
- b. Flood Control Maintenance District No. 1 (may include Streets)
- c. Maintenance District No. 84-1 (Street Lights and Traffic Signals)
- d. Perris Community Facilities Assessment Districts; and
- e. Any other applicable City Assessment, Community Facilities Districts

Prior to Issuance of Building Permit:

21. The developer/property owner shall process Tract Map 38775 with the City for review and approval and subsequent recordation.
22. The developer/property owner shall submit a compaction certificate from the Soils Engineer in compliance with the approved geotechnical/soils report and an elevation certification from the Engineer of Record in compliance with the approved plans.
23. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.
24. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP) for which drainage fees have been adopted by the City. Drainage fees shall be paid as set forth under the provisions of the "Rules and Regulation of Administration of Area Drainage Plan".

Prior to issuance of Certificate of Occupancy:

25. Prior to issuance of the first occupancy permit the developer/property owner shall process the LOMR.
26. Prior to issuance of the first occupancy permit the developer/property owner shall complete the construction of all public improvements on Wilson Avenue and Nuevo Road, as specified above and approved by the City.
27. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.
28. The developer/property owner shall complete the construction of all public improvements, including but not limited to roadway improvements and drainage improvements as specified above and accepted by the City.



CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Date: May 1, 2025

To: Nathan Perez, Senior Planner

From: Liset Hernandez, Public Works Manager

By: Chris Baldino, Landscape Inspector

Subject: **TTM 38775, GPA23-05247, ZC23-05245, PDO23-05246**
Conditions of Approval: Proposal to construct 145 townhomes and amenities on 11.62 acres located on the southwest corner of Nuevo Road and Wilson Ave.

1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
 - **Nuevo Road** - Provide offer of dedication as needed to provide for full half width Street (128'ROW, 64' halfwidth, curb gutter, raised median, sidewalk and off-site landscaping requirements, per City General Plan, including minimum 21' public parkway from face of curb.
 - **Wilson Ave.** - Provide offer of dedication as needed to provide for full half width Street (60'ROW, 30' halfwidth), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 10' public parkway from face of curb.

2. **Landscape Maintenance Easement and Landscape Easement Agreement** - The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with a legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing, if needed.



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3. **Landscaping Plans** - Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled “Off-site Landscape Plan for TPM38775” and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:
 - a. **Landscape Limits** – Limits of right-of-way areas or easement areas, defined by concrete mow curbs, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Special Districts Division, including:
 - **Nuevo Road** - Streetscape Landscape design guidelines and planting pallet, for Arterial Road. Primary Tree: Magnolia Grandiflora “Southern Magnolia”. Use of drought resistant shrubs and ground cover including but not limited to the following: Rhamphiolepis delacourii “Georgia Petite”, Lantana sellowiana “Monswee” lantana, Tri-Color Society Garlic, Rosmarinus officinalis “Huntington Carpet”.
 - **Wilson Ave** – Streetscape Landscape design guidelines and planting pallet for Collector roads. Street Tree Platanus Acerfolia London Plane. Use drought resistant shrubs and groundcover, including but not limited to the following: Yucca flaccida (Gold Garland), Pennisetum alopecuroides (Hameln) Dwarf, Lantana sellowiana “Monswee” Lantana, and native boulders from the area.
 - **Nuevo Road Median** - The proposed development will benefit from existing landscape maintenance district facilities, including the Nuevo Rd. Medians, which serves the existing development. Therefore, the project shall annex into a new Landscape District Benefit Zone and pay is fair share of the maintenance of the existing median facilities.
 - **Water Quality Basins “A” & “B”** – Water Quality basins to be privately maintained.
 - b. **Irrigation** – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for



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Special District landscape areas as determined by the Special Districts Division. Components shall include, but not be limited to Rainbird XBT-20PC w/ Diffuser, or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). The controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Weather Trak Pro3, or equal, with Rain Sensor). At the discretion of the Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. The proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor, and ET programmed.

- c. **Benefit Zone Quantities** – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right-hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.
- d. **Meters** – Each District is required to be metered separately. A meter cannot be shared between Flood Control District #1, Landscape Maintenance District #1, and/or Lighting Maintenance District 84-1, nor can a meter servicing on-site improvements be used to provide water and/or power to off-site improvements. All electrical and water meters shall be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape and civil engineering plan.
- e. **Controllers** - The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area



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to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

- f. **Recycled Water** - If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.
- g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.
- h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.
- i. **Wire Mesh and Gravel at Pull Boxes** - Provide wire mesh and gravel layer within valve boxes to prevent rodent intrusion.
- j. **Concrete Maintenance Band at Medians and Mortar Cobble Turn Lane** – Provide 12” wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6” to 12”.
- k. **Perimeter Walls Graffiti Coating** – Provide anti-graffiti coating to all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.
- l. **Slopes 3:1 Maximum** - Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls.
- m. **SB 1383 Mulch Compliance** – All mulch procured for use on City landscape areas must be produced from green waste sourced from a permitted/registered facility under 14 CCR 18993.1(4)(B). Visit <https://www2.calrecycle.ca.gov/SolidWaste/Site/Search>



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for facility searches. Developer must turn over invoices for such mulch that identify the Direct Procurement or Direct Service Provider name.

4. **Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only “OFF-SITE” landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled for at least two working days (Monday through Friday) during normal staff hours, prior to the actual inspection. Contact Public Works Special Districts Division at (951) 657-3280 to schedule inspections.
- **Inspection #1** – Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
 - **Inspection #2** – Soil prepared, and plant materials positioned and ready to plant.
 - **Inspection #3** – Landscaping installed, with all equipment and irrigation system fully operational; including installed and fully operational water meter and electrical meter.
 - **Inspection #4** – A joint inspection with the Development Inspector and LMD Inspector and Applicant to request for “Start of 1 year Maintenance Period” submitted, with all required turn-over submittal items provided to Public-Works Special Districts Division. **The applicant shall be responsible for ensuring that a 6-month reserve has been secured for the site prior to the City assuming maintenance responsibilities. A site will not be granted the Start of the 1 Year Maintenance Period if there is not adequate funding for the City to assume maintenance responsibilities the following year.**
 - **Inspection #5 (Turn-Over)** – On or about the one-year anniversary of Inspection #4, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation; or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City’s Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City’s

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Conditions of Approval

TTM38775, GPA23-05247, ZC23-05245, POD23-05246

Date: 4/30/2025



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Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period** - The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #4 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for review and approval by the City's Special Districts Division. The City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turnover to City maintenance staff.

6. **Street/Off-Site Improvements.** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting, shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Special Districts Division. Components shall include, but not be limited to:
 - a. **Street Lighting**-If Street lighting is required, lighting shall meet the type, style, color, and durability requirements necessary for energy efficiency goals, maintenance, and longevity of improvements of the City Engineer's Office. Streetlights will be owned by City of Perris not SCE. Streetlights shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.
 - b. **Acceptance By Public Works/Special Districts**- Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of



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“Off-site” traffic signal and lighting facilities by the Public Works-Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turnover information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City’s Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate “request for transfer of billing information” with SCE and City for all new service meters). Developers shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for the amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photocopy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans.** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:
 - **Storm Drain Screens-**If off-site catch basins are required by the City Engineer’s Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall meet the type, style, and durability requirements of the Public Work’s Special Districts Division.
 - **WQMP Inspections-** The project applicant shall inform the on-site project manager and the water quality/utilities contractor of their responsibility to call for both “ON-SITE” and OFF-SITE” WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.
 - **Acceptance By Public Works/Special Districts-**Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City’s WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The



CITY OF PERRIS

PUBLIC WORKS DEPARTMENT

developer shall deliver the same to the Public Works-Special Districts. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Special Districts Division. The Public Works Special Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works-Special Districts the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. (A.) **Assessment Districts. Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first,** the developer shall **complete annexation** into the special districts, posting an adequate maintenance performance bond to be retained by the City as required by the Public Works Department. The applicant shall deposit \$5,250 per district, \$15,750 total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations. Payment shall be accompanied by the appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):
 - *Consent and Waiver for Maintenance District No. 84-1 - New Street* lighting proposed by the project, as determined by the City Engineer



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- ***Consent and Waiver for Landscape Maintenance District No. 1*** – New off-site parkway landscape proposed by the project on Nuevo Road and Wilson Ave and pay their fair share of the Nuevo Road Median.
 - ***Petition for Flood Control Maintenance District No. 1*** - New Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.
 - Original notarized document(s) to be sent to:
Daniel Louie
Wildan Financial Services
27368 Via Industria, #200
Temecula, CA 92590
- i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.
 - ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on the Reports.
 - iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.
 - iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.
 - v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met.

(B.) Community Facilities Districts. Prior to issuance of Grading Permit, issuance of Building Permit, or Final Map Recordation, whichever occurs first, the developer shall complete annexation into any community facilities or similar district that provides funding for maintenance, services, or public improvements that benefit the project or provision shall be made satisfactory to the

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City for providing these services in the applicable district. The cost and benefits shall be described in the applicable district and annexation documents. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

- *Perris Community Facilities District; and*
- *Any other applicable Community Facilities District*

10. **Prior to Certificate of Occupancy.** The issuance of occupancy certificate(s) is *stringent* upon meeting the Conditions of Approval set forth by Public Works. The following should be understood by Developer:

- a. Issuance of First Certificate of Occupancy, temporary or final, whichever occurs first:
 - i. May only be permitted if Developer has completed annexations into aforementioned districts of Condition 9(A) and 9(B).
- b. Issuance of Final Certificate of Occupancy of more than **50% of total dwelling units**
 - i. Upon no Public Works corrections at completion of Condition 4: Landscape Inspection #3, and
 - ii. Completion of Conditions 1 through 3, and 6 through 9.
- c. Issuance of Final Certificate of Occupancy of more than **90% of total dwelling units**
 - i. May only be permitted after Developer has met the aforementioned stipulations of Condition 10(b), and completed Condition 4: Landscape Inspection #4 with no outstanding corrections.



CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: April 9, 2025

To: Nathan Perez, Project Planner

From: Sabrina Chavez, Director of Public Services

Cc: Arcenio Ramirez, Director of Community Services
Arturo Garcia, Parks Manager
Martin Martinez, Management Analyst

Subject: General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) 23-05246, and Tentative Tract Map 23-05244 (TPM 38775) - A proposal to construct 141 townhomes and amenities on 11.62 acres located at the southeast corner of Nuevo Road and Wilson Avenue in the R-6,000 zone.

Public Services Staff reviewed the project application in subject, and since the project includes a Planned Development Overlay (PDO) for a new residential community, the project is subject to Planning Department PDO development standards requiring recreation amenities. Therefore, we offer the following condition(s):

Development Impact Fees

- The Project is subject to payment of Industrial Park Development Impact Fees.
- The Project is subject to payment of Residential Park Development Impact Fees.
- This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

- The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

SRC COMMENTS
***** BUILDING & SAFETY *****

Planning Case File No(s): TTM 23-05244, GPA 23-05247, ZC 23-05245 & PDO 23-05246

Case Planner: Nathan Perez (951) 943-5003, ext. 279

Applicant: Ryan Woosley

Location:
Southwest corner of Nuevo Road and Wilson Ave.

Project:
A proposal to construct 145 Townhouses and amenities and for a GPA, ZC, PDO and TTM

APN(s):

Reviewed By: David J. Martinez, CBO

Date: 10-16-2023

BUILDING & SAFETY

GENERAL CONDITIONS

1. Shall comply with the latest adopted edition of the following California Codes as applicable:

- A. 2022 California Building Code
- B. 2022 California Residential Code
- C. 2022 California Electrical Code
- D. 2022 California Mechanical Code
- E. 2022 California Plumbing Code
- F. 2022 California Energy Code.
- G. 2022 California Fire Code
- H. 2022 California Green Building Standards Code.
- I. 2022 Accessibility Regulations

2. The Tract or Parcel map shall record prior to the issuance of any permits

3. Permits are required prior to the removal and/or demolition of structures.

4. You will have to comply with the new residential Solar regulations.

5. You will have to comply with the new EV charging station regulations

6. If you are proposing to utilize Private streets instead of public streets you will have to comply with the private street limited street parking requirements and restricted parking for fire access requirements.

7. Riverside County Health Departments review, and approval is required for the pool and for the

rec buildings.

8. The recreational areas, pool and club house all will be required to comply with the State of California Title 24 Access regulations and with the ADA Access regulations.

PRIOR TO ISSUANCE OF BUILDING/CONSTRUCTION PERMITS

14. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this project:
- A. Precise grading plans shall be approved
 - B. Rough grading completed
 - C. Compaction certification
 - D. Pad elevation certification
 - E. Rough grade inspection signed off

FIRE COMMENTS: WILL BE PROVIDED BY DENNIS GRUBB AND ASSOCIATES

Attachment 2

Ordinance No. *(next in order)* Approving the
Planned Development Overlay and Zone
Change

ORDINANCE NUMBER (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2403 AND MITIGATED MONITORING AND REPORTING PROGRAM FOR PLANNED DEVELOPMENT OVERLAY (PDO) ZONE 23-05246 AND ZONE CHANGE (ZC) 23-05245, AND APPROVING PLANNED DEVELOPMENT OVERLAY (PDO) 23-05246 AND ZONE CHANGE (ZC) 23-05245 TO REZONE THE LAND USE DESIGNATION OF 11.6 ACRES FROM R-6,000 TO MFR-14 AND APPLY A PLANNED DEVELOPMENT OVERLAY ZONE TO ALLOW FLEXIBILITY FROM THE MFR-14 DEVELOPMENT STANDARDS TO FACILITATE THE DEVELOPMENT OF 141 TOWNHOME-STYLE CONDOMINIUMS AND ASSOCIATED AMENITIES ON 11.6 ACRES, GENERALLY LOCATED SOUTH OF NUEVO ROAD AND EAST OF WILSON AVENUE, BASED UPON THE FINDINGS PRESENTED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Ryan Woosley, D.R. Horton (“Applicant”), requests approval for a 141-unit townhome-style residential condominium development with amenities including a clubhouse, a tot lot, a dog park, a pool and pool house, and open space on an 11.6 acre project site located at the southeast corner of Nuevo Road and Wilson Avenue on 57 parcels corresponding to Assessor’s Parcel Numbers (APNs) 311-161-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, -022, -023, -024, -025, -026, -027 -028, -029, -030, -031, -032, -033, -034, -035, and 311-162-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -013, -014, -015, -016, -017, -018, -019, -020, -021, and -022, known as the Acacia Pointe (the “Project”); and

WHEREAS, the Applicant submitted an application for General Plan Amendment (“GPA”) 23-05247 and Zone Change (“ZC”) 23-05245 to change the land use designation of the 11.6 acre Project site from R-6,000 to Multi-Family Residential – 14 (MFR-14)(MFR-14), Planned Development Overlay (“PDO”) 23-05246 to apply a Planned Development Overlay Zone to allow flexibility from the MFR-14 zone development standards, Tentative Tract Map 23-05244 (“TTM 38775”) for one condominium lot with two (2) lettered lots, Development Plan Review (“DPR”) 23-00019 for review of the site plan and building elevations; and

WHEREAS, the proposed GPA 23-05247, ZC 23-05245, PDO 23-05246, TTM 38775, and DPR 23-00019 are considered a “project” as defined by the California Environmental Quality Act (“CEQA”); and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study (“IS”) was prepared for the proposed Project and, based upon review thereof by the City as lead agency, a Notice of Intent to Adopt a Mitigated Negative Declaration was issued in accordance with CEQA Guidelines Section 15072, and a Draft Mitigated Negative Declaration No. 2403 (“MND”) was prepared for the Project and was publicly reviewed for a thirty (30) day period in accordance with CEQA, from February 21, 2025, to March 24, 2025; and

WHEREAS, during the public comment period, three public comments were received. The public comments received during the public review period did not warrant or result in any “substantial revision,” within the meaning of CEQA Guidelines Section 15073.5, to the MND. Although not required by CEQA, in the interests of thoroughness and transparency, responses to the public comments received have been prepared and included in the Final MND. No “substantial revision” of the MND has been made in response to the comments or otherwise, and therefore no recirculation is required pursuant to CEQA Guidelines Section 15073.5. No changes were made to the Draft MND in the Final MND. There is no substantial evidence in light of the whole record before the City, including the public comments received, that the project may have a significant effect on the environment which cannot be mitigated or avoided, and therefore no EIR is required pursuant to CEQA Guidelines Section 15073.5; and

WHEREAS, the Riverside County Airport Land Use Commission (“ALUC”) conducted a hearing on December 12, 2024, to consider the Project’s consistency with the D (Flight Corridor Buffer) Zone and determined that the Project is consistent with the March Air Reserve Base/Inland Port Airport (MARB/IPA) Land Use Compatibility Plan; and

WHEREAS, Chapter 19.54 (Authority and Review Procedures) of the City of Perris Municipal Code (“PMC”), authorizes the City to approve, conditionally approve, or deny requests for Zone Changes, and PMC Chapter 19.59 (Planned Development Overlay Zone) authorizes the City to approve, conditionally approve, or deny requests for application of a Planned Development Overlay; and

WHEREAS, a duly noticed Planning Commission public hearing was held on May 7, 2025, and August 20, 2025, for the Project, at which time all interested persons were given full opportunity to be heard and to present evidence. Following the hearing, the Planning Commission by a vote of 5-0 recommended approval of the Project to the City Council subject to conditions of approval; and

WHEREAS, on September 30, 2025, the City Council conducted a duly noticed public hearing to consider the Project, and at which time the City Council continued the item to off-calendar; and

WHEREAS, on February 24, 2026, the City Council conducted a duly noticed public hearing to consider the Project, and at which time the City Council continued the item to April 14, 2026; and

WHEREAS, on April 14, 2026, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard and present evidence; and

WHEREAS, following the hearing on September 30, 2025, the City Council adopted Resolution Number (Next in Order), adopting Mitigated Negative Declaration No. 2403 for GPA 23-05247, TTM 38775, and DPR 23-00019, and approving GPA 23-05247, TTM 38775, and DPR 23-00019, subject to conditions of approval; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and reviewed all the information and data which constitutes the administrative record for the Project, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does find, determine and resolve as follows:

Section 1. Recitals. The above recitals are all true and correct and are incorporated herein by this reference as findings of fact.

Section 2. CEQA Findings. The City Council finds as follows with respect to the IS/MND for the Project:

- A. The City Council has considered the whole administrative record, including the IS/MND together with the comments received during the public review process and the responses thereto contained in the Final IS/MND. The City Council has also considered whether the Project will result in a safety hazard or noise problem for persons using the March Air Reserve Base/Inland Port Airport or for persons residing or working in the Project area, and finds that it will not. The findings in this Section 2 are made on the basis of the whole administrative record.
- B. The IS/MND has been prepared and considered in compliance with CEQA and contains all required contents pursuant to CEQA Guidelines Section 15071.
- C. With the imposition of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (which is included in the IS/MND), there is no substantial evidence that the Project will have a significant effect on the environment. Said mitigation measures have been made enforceable conditions on the Project, as they have been included in the Project Conditions of Approval attached hereto as Attachment 2.
- D. The IS/MND reflects the independent judgment and analysis of the City.
- E. The location and custodian of the documents or other material which constitute the record of proceedings upon which the City Council's decision set forth in this Ordinance is based is as follows: City of Perris Planning Division, 135 N. D. St., Perris, CA 92570.

Section 3. Zone Change 23-05245. The City Council further finds, with respect to Zone Change 23-05245, that:

- 1) *The proposed zoning is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies and programs.*

The requested zone change from R-6,000 to MFR-14-PDO for the Project site will be consistent with the proposed General Plan Land Use designation of MFR-14-PDO with approval of General Plan Amendment 23-05247 and PDO 23-05246, and will facilitate the Project, which is consistent with and advances General Plan objectives, policies and programs, as detailed in Table 11 of the IS/MND and below. The PDO will allow flexibility of development standards in exchange for superior amenities, site design, and architecture. The Project will provide a well-designed site plan, suitable vehicular access, and recreational opportunities at a density compatible with the existing surrounding residential uses. Furthermore, necessary water and sewer services are available to serve the site, and the Project is required to comply with conditions of approval to mitigate its impacts, which include paying its fair share and constructing transportation, drainage, and other improvements to serve the site.

The Project is consistent with Housing Element Policy 1.2, which states, “Promote development within the City that provides a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.” The Project includes a townhome-style condominium housing type.

- 2) *The proposed zoning is compatible with or provides adequate buffering of adjoining uses.*

The proposed zoning will facilitate townhome-style condominium development, which is compatible with the existing adjoining land uses, which consist of residential neighborhoods, in terms of use, density, and product type. The Project site is suitable for the proposed zoning and the Project, which will be facilitated by the proposed zoning.

- 3) *The proposed zoning is a logical extension of the existing zoning pattern.*

The proposed MFR-14-PDO zoning is a logical extension of the existing approved zoning pattern, immediately west and south of the site, which is zoned as MFR-14, MFR-22 zoning to the north, as well as surrounding residential uses to the east, designated as R-10,000. Overall, the proposed zoning will be a logical extension of the existing residential zoning pattern. The proposed zoning would also facilitate the development of more affordable, smaller-lot residential housing to address unmet market demand in the City and regional areas.

Section 4. Planned Development Overlay Zone 23-05246. The City Council further finds, with respect to Planned Development Overlay 23-05246, that:

- 1) *The proposed project is a group of lots having a total area of at least two acres, but not*

more than 75 acres, and the land on which the planned unit overlay is applied is contiguous and under the development control of the applicant.

The Project site is 11.6 acres in size, which is larger than the minimum of 2 acres and less than the maximum of 75 acres. Further, the Project site is contiguous and is under the development control of the Applicant.

2) *The proposed project is well designed and will create a superior environment than could otherwise be achieved by strict application of the underlying conventional zone.*

The Project complies with all of the development standards of the MFR-14 zone except for lot coverage. The application of the PDO Zone will allow the Project to deviate from this standard, and in exchange, the Project proposes the following: (1) a well-designed, superior environment with safe pedestrian connections to recreational amenities and public right-of-way that otherwise could not be achieved by strict application of a conventional zone; (2) adequate circulation system to carry the anticipated traffic volume; (3) a density/intensity of development harmonious with surrounding development; and (4) four-sided architecture featuring elements characteristic of Spanish and Italianate style.

More specifically, the proposed Project will create a superior environment by inclusion of covered outdoor picnic seating areas, cornhole courts, a dog park, a tot-lot play area, a community pool with spa, and a 1,669-square-foot clubhouse building distributed throughout the development. Also, the Project proposes a well-designed, superior environment with safe pedestrian connections to recreational amenities and public right of way that otherwise could not be achieved by strict application of a conventional zone, and four-sided architecture featuring elements characteristic of Spanish and Italianate style. Also, the Project proposes a perimeter gate that will provide control points of access for security not allowed through a conventional residential zone. The PDO designation assures the creation of a Homeowners Association (HOA) that will be required to maintain these open spaces and recreation areas in perpetuity, which will maintain the private streets within the gated community.

3) *The project incorporates appropriate amenities necessary to create and maintain a desirable environment for residents and/or employees.*

The proposed Project includes several recreational amenities, such as a clubhouse, swimming pool, and spa, pool building, children's play area/tot lot, picnic shelters, cornhole courts, and a dog park. The proposed town-home-style units will be designed to meet the standards outlined in the City's Residential Design Guidelines and will include various architectural enhancements for each product design.

4) *The proposed planned development is harmonious with surrounding development and does not create internal incompatibilities due to improper design, allowed land uses, or density/intensity of development.*

The Project location is surrounded by existing residential neighborhoods to the south, west, and east, which makes this residential Project harmonious with surrounding development. The

Project will have similar lot sizes and dwelling unit densities to the surrounding neighborhoods to the west, south, and east.

5) *The proposed circulation system is adequate to carry the anticipated traffic volume.*

The proposed circulation system utilizes existing streets surrounding the Project site, including street improvements designed to assist with circulation around the site and within the existing neighborhood. Also, the internal circulation system is proposed to carry the anticipated traffic volume of the gated community. The proposed circulation system, including the street improvements, will be adequate to carry the anticipated traffic volume.

6) *The existing or proposed public infrastructure is suitable to meet the needs of the planned development and does not create capacity issues in other areas of the community.*

The proposed Project includes extending all improvements and associated services required for the property's development and improving Nuevo Road and Wilson Avenue to the ultimate street widths necessary to improve public infrastructure. Therefore, the public infrastructure is well-suited to meet the needs of the planned development.

Section 5. Based on the foregoing and all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 30, 2025, the City Council adopts Mitigated Negative Declaration No. 2403 and the included MMRP, attached to this Resolution as Attachment 2 and incorporated herein by this reference, for Zone Change 23-05245 and Planned Development Overlay (PDO) 23-05246.

Section 6. Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to such statements and reports presented at the City Council's public hearing on September 30, 2025, the City Council hereby approves Zone Change 23-05245 and Planned Development Overlay (PDO) 23-05246 relating to the Project site, as shown in Attachment 1 hereto, subject to the Conditions of Approval attached to this Resolution as Attachment 2 and incorporated herein by this reference.

Section 7. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

Section 8. This Ordinance shall take effect 30 days after its adoption.

Section 9. The Mayor shall sign this Ordinance, and the City Clerk shall certify the adoption of this Ordinance.

ADOPTED, SIGNED, and APPROVED on this 14th day of April 2026.

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 No. (Next in Order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 14th day of April 2026, by the following called a vote:

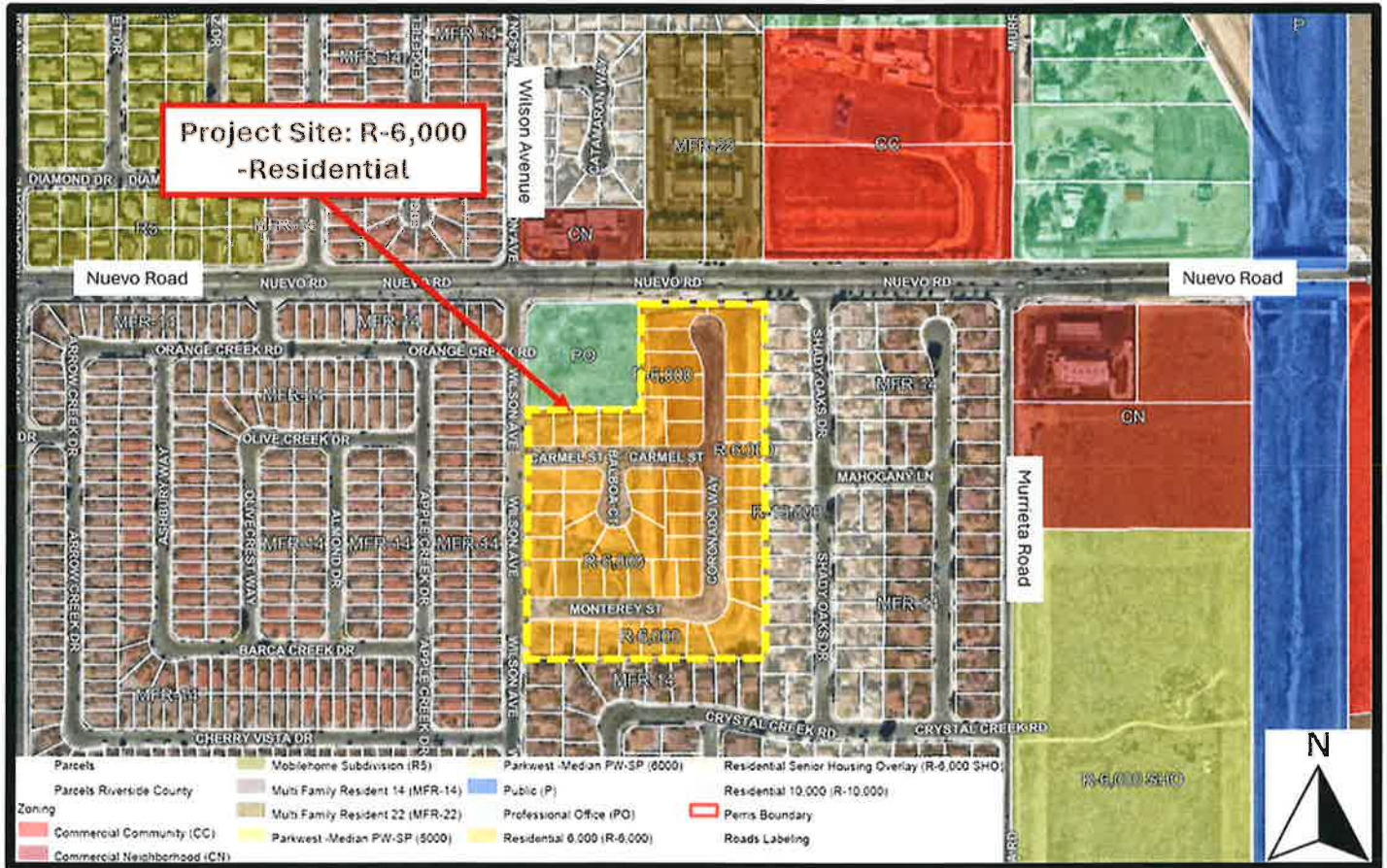
AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

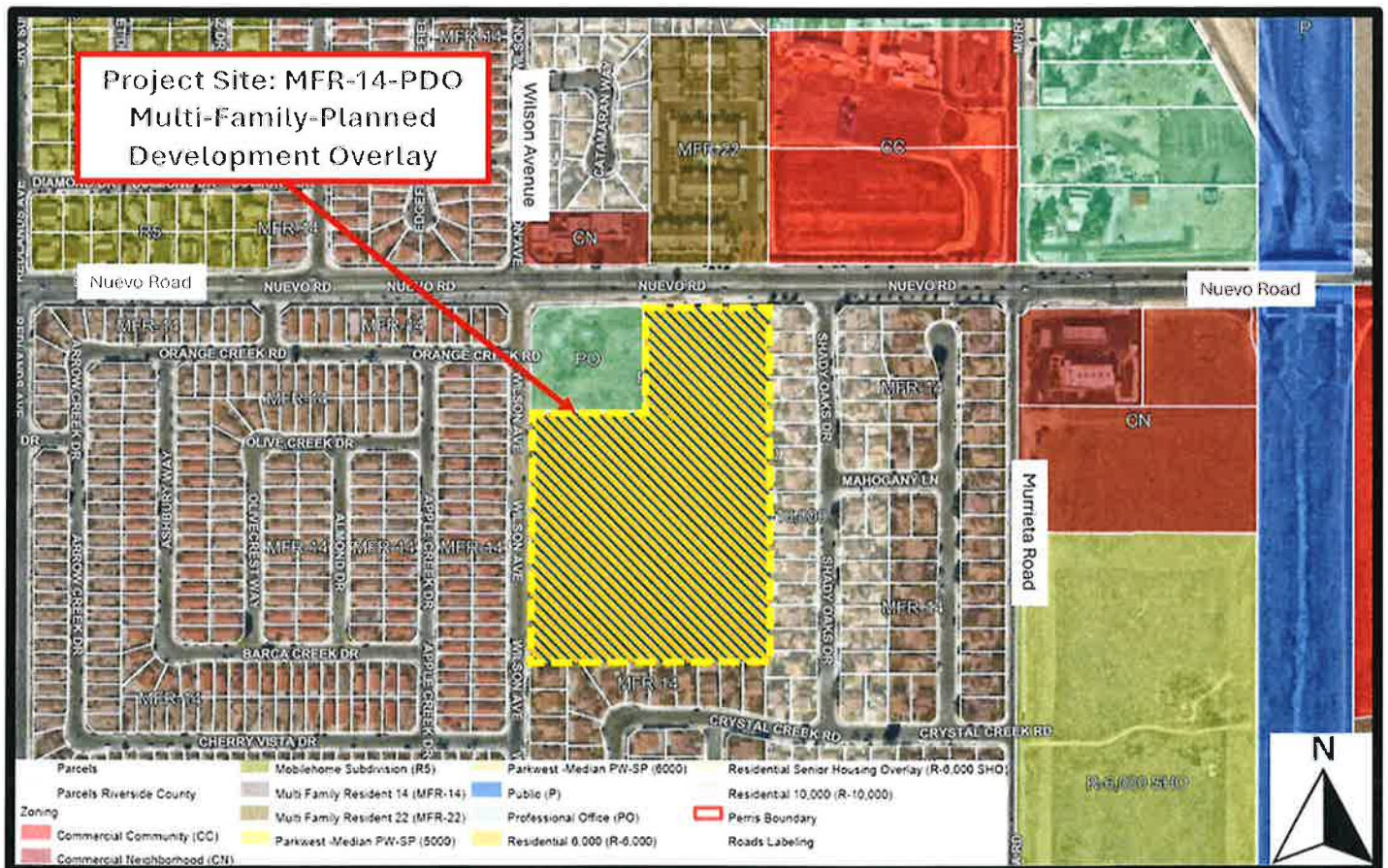
Attachment:

1. Existing and Proposed Zoning Map (PDO Zone)
2. Conditions of Approval (Planning and Fire, Engineering, Public Works, Community Services, and Building & Safety) and Mitigation Monitoring and Reporting Program *Due to the size of the files, the documents are available online at:*
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
3. Mitigated Negative Declaration No. 2403 (including MMRP) *Due to the size of the files, the documents are available online at:*
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

Existing Zoning Map



Proposed Zoning Map



Attachment 3

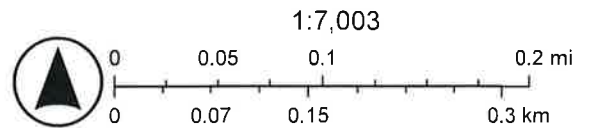
Vicinity/Aerial Map

Vicinity Map



7/30/2025, 1:25:14 PM

- Parcels
-  Perris Boundary
- Roads Labeling

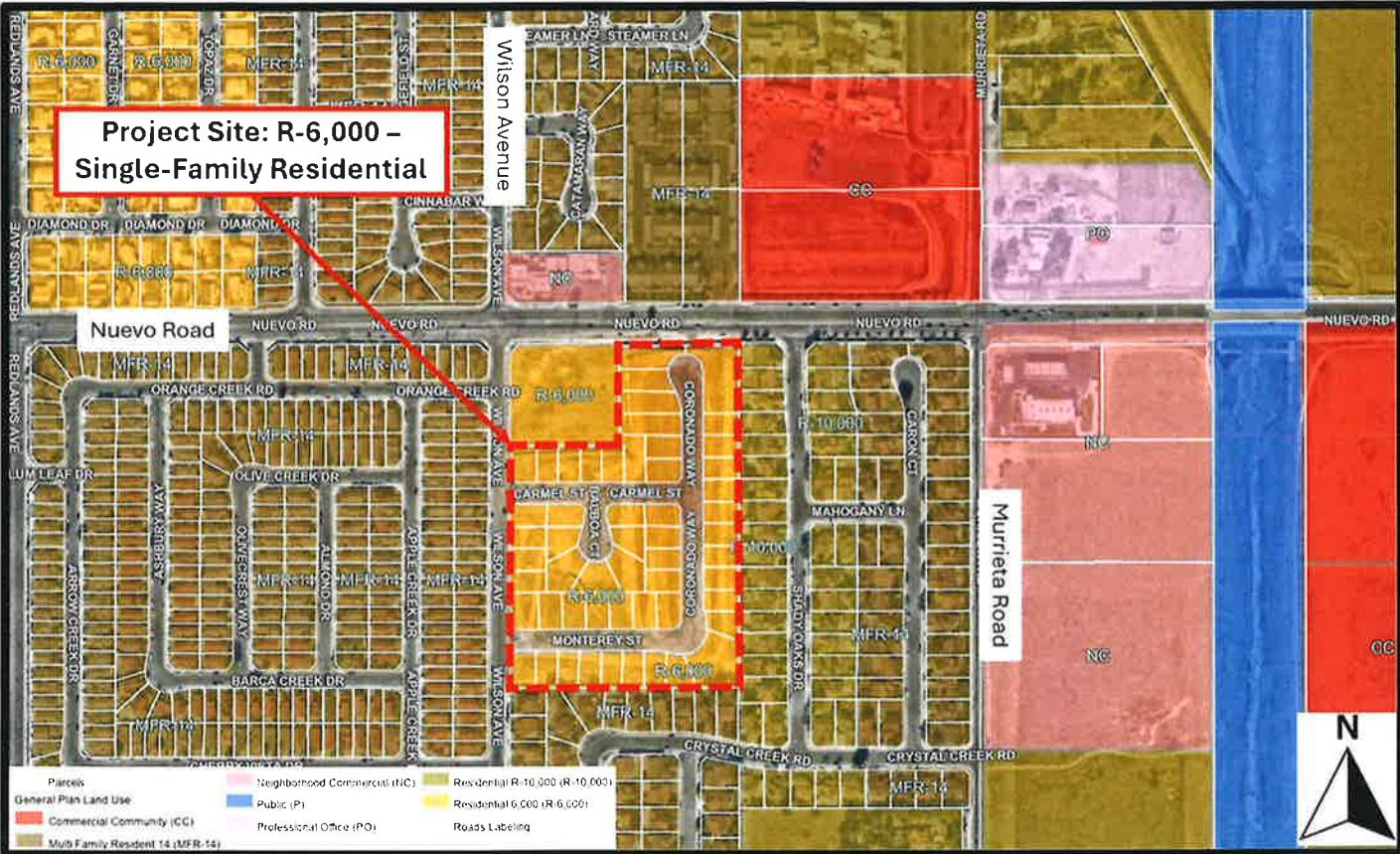


Nearmap

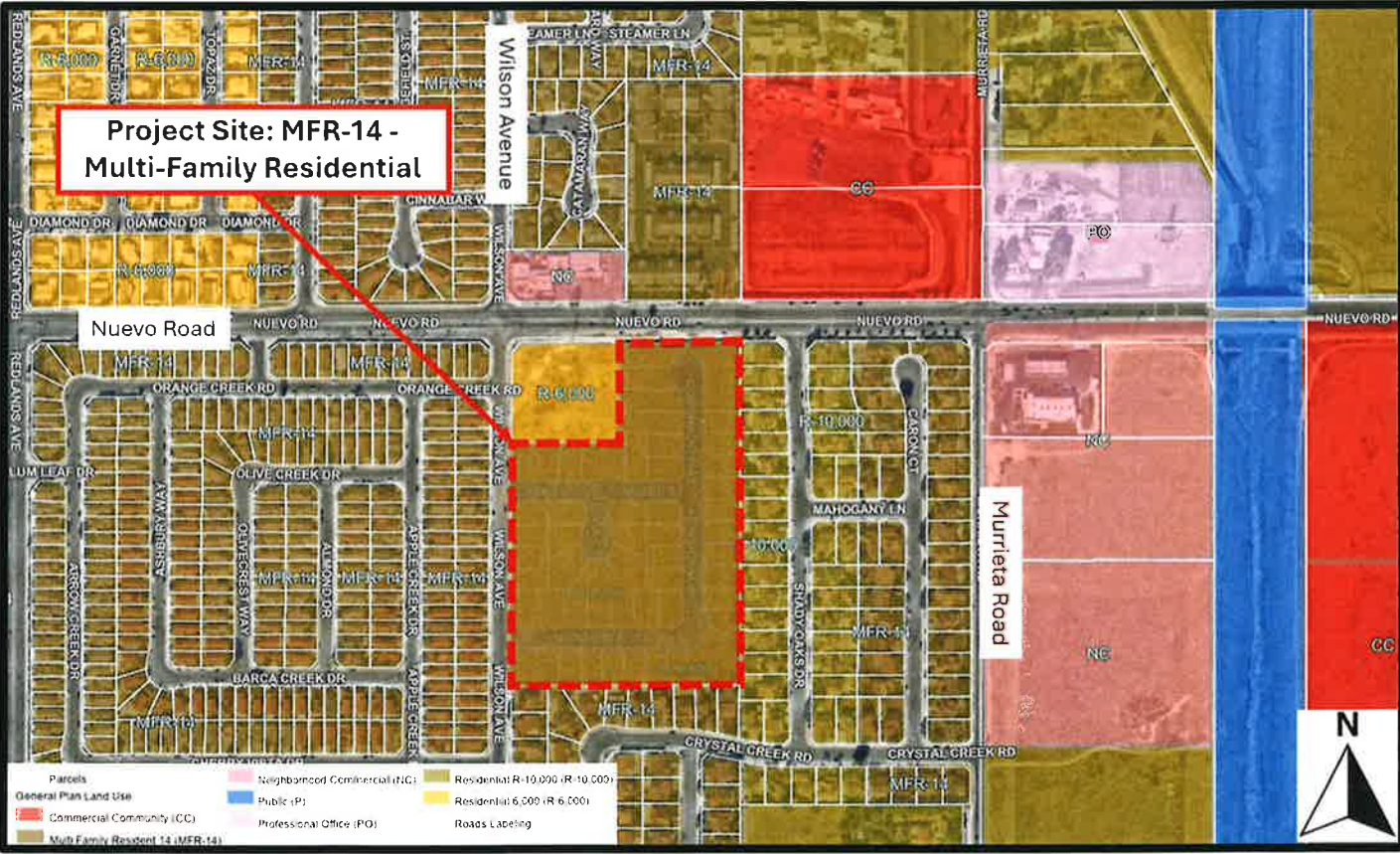
Attachment 4

Existing and Proposed General Plan Map

Existing Land Use Map



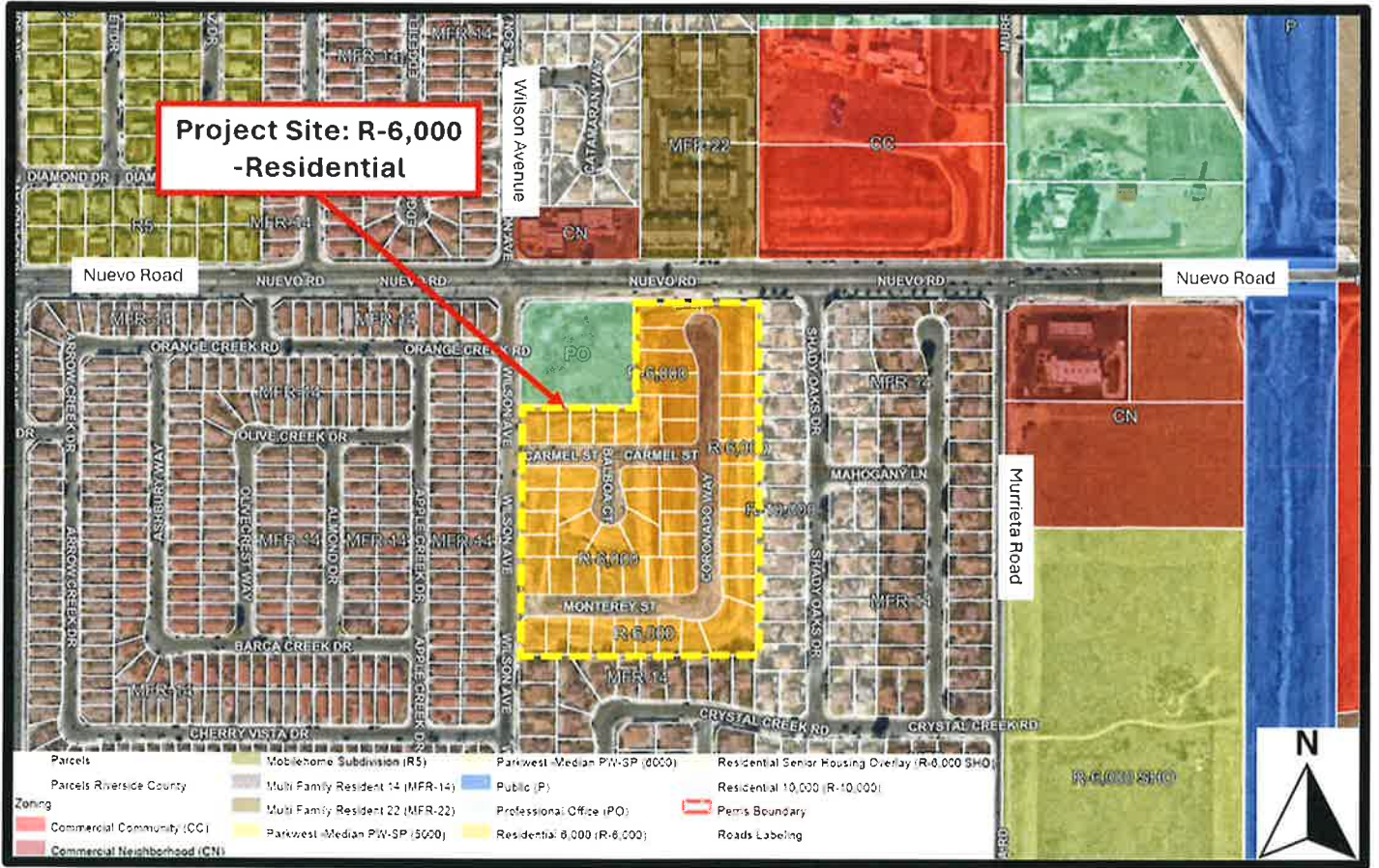
Proposed Land Use Map



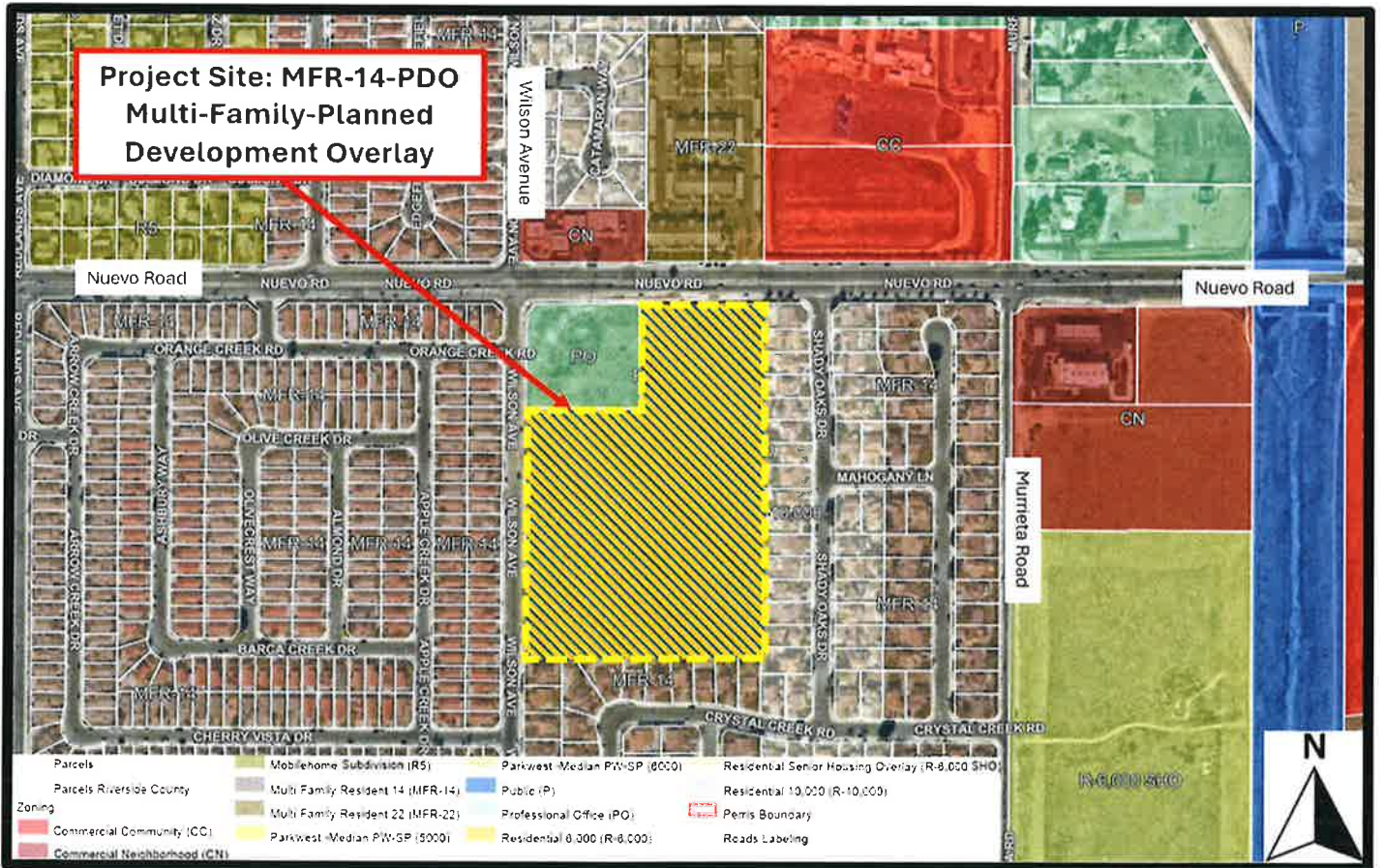
Attachment 5

Existing and Proposed Zoning Map (PDO
Zone)

Existing Zoning Map

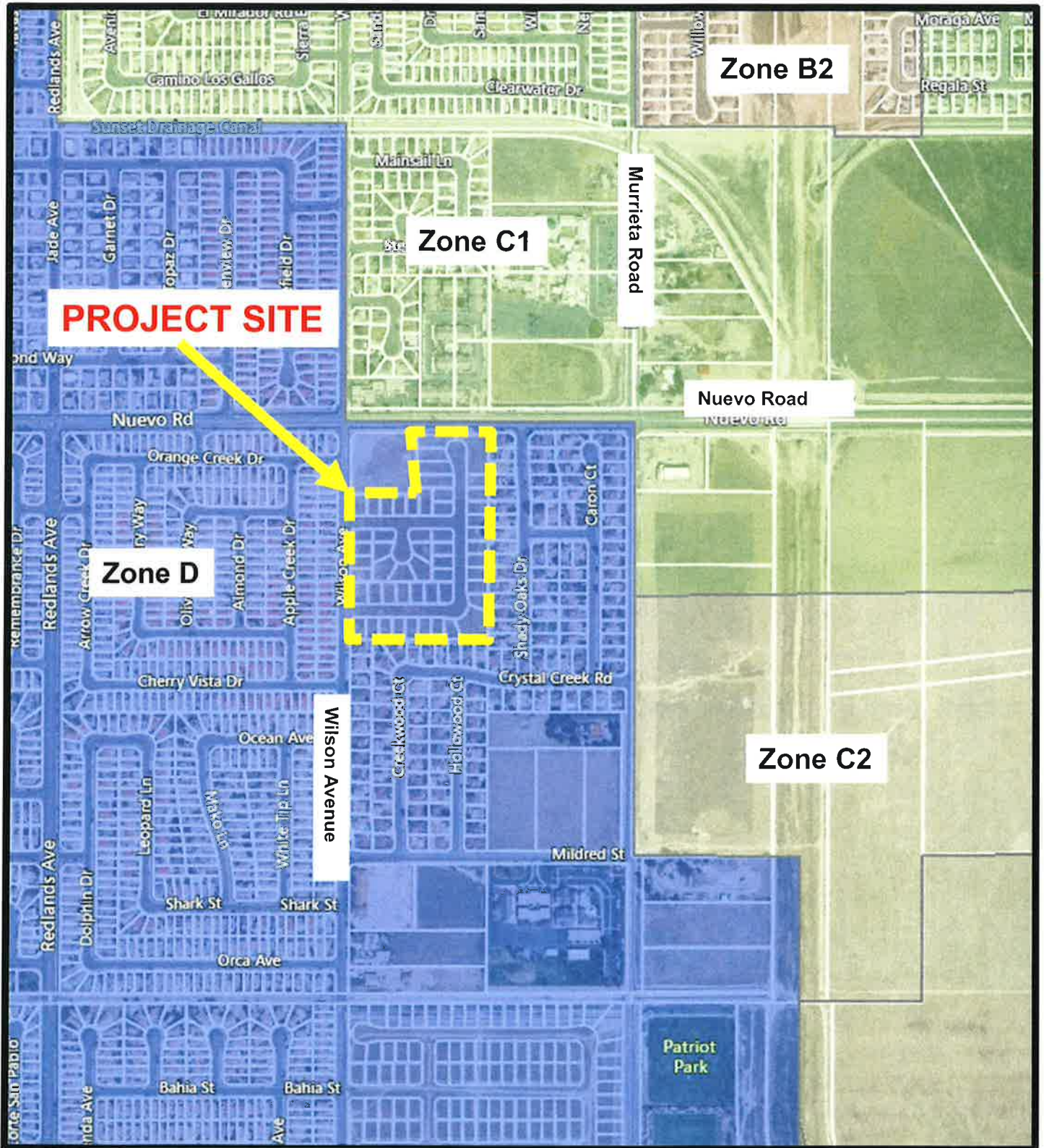


Proposed Zoning Map



Attachment 6
MARB/IPA ALUCP Map

MARB/IPA ALUCP Map



- Parcels
- Perris Boundary



Attachment 7

Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, and Wall/Fence Plans)

Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

Attachment 8

Tentative Tract Map No. 38775

Attachment 9

Planning Commission Staff Report Without Exhibits – Dated 5/7/2025.

Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

MEETING DATE: May 7, 2025

SUBJECT: General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 – A proposal to consider the following entitlements to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue: 1) General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single Family Residential to MFR-14 – Multiple Family Residential; 2) Planned Development Overlay to allow flexibility from the MFR-14 development standards; 3) Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots; and 4) Development Plan Review for review of the site plan and building elevations. Applicant: Ryan Woosley, D.R. Horton

REQUESTED ACTION: Adopt Resolution No. 25-07 recommending that the City Council adopt Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approve the General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 based on the findings contained in the Resolution and subject to the Conditions of Approval.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

The 11.62-acre project site consists of a vacant 57-lot residential subdivision (Tract Map 31651) approved by the City Council in 2004, which is proposed to be developed with 141 townhome units. These parcels are located south of Nuevo Road and east of Wilson Avenue. The project site is surrounded by residences to the east and south; residences across Wilson Avenue and a vacant parcel zoned Professional Office to the west; and Providence Perris apartments and a shopping center across Nuevo Road, and a vacant parcel zoned Professional Office to the north.

PROJECT DESCRIPTION

The applicant is requesting approval of a General Plan Amendment, Zone Change, Planned Development Overlay, Tentative Tract Map, and Development Plan Review to construct 141-unit

townhome-style condominiums, drainage basins, and associated amenities on 11.6 acres, yielding a density of 13.7 units per acre.

The proposed condominium development comprises 34 detached two-story buildings, including 7 three-plex buildings, 15 four-plex buildings, and 12 five-plex buildings, designed in traditional Spanish and Italianate architecture. Each residential building includes three floor plans with three and four bedrooms, ranging in size from 1,600 to 1,652 square feet. Each unit includes a kitchen, living room, dining room, bedrooms, bathrooms, laundry room, private open space, and a two-car garage. Amenities include a 766-square-foot single-story pool building, pickleball courts, bocce courts, a swimming pool, a tot lot, seating, and open space areas. The project will also feature two drainage basins designated as Lots A and B.

Access is provided along Wilson Avenue. Primary vehicular access is provided via the northerly driveway, and secondary access for emergency vehicles is provided via the southerly driveway. A pedestrian gate is provided on one side of the main entry. Guest parking is proposed throughout the development. The development is proposed to be gated and secured with masonry walls, tubular steel, and vinyl fencing.

To facilitate this project, the following entitlements are requested:

1. General Plan Amendment: To change the land use designation of 11.62 acres from R-6,000-Single-Family Residential to MFR-14-Multi-Family Residential to increase the density to 14 dwelling units per acre.
2. Zone Change and Planned Development Overlay: To rezone 11.62 acres from R-6,000-Single-Family Residential Zone to MFR-14-PDO - Multi-Family Residential—Planned Development Overlay Zone to increase the residential density to 14 dwelling units per acre and allow flexibility in the development standards.
3. Tentative Tract Map: To subdivide 57 vacant parcels totaling 11.62 acres into a 10.29-acre condominium parcel, a 0.72-acre Lot A, and a 0.61-acre Lot B.
4. Development Plan Review: To review the site plan and building elevations.

PROJECT ANALYSIS

The table below summarizes the project's consistency with the General Plan, Title 19 - Zoning Code, Title 18 - Subdivisions Code, and the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

CONSISTENCY TABLE
<p>Consistency with the General Plan</p> <p>The General Plan land use designation of the 11.62-acre project site is proposed to be amended from R-6,000-Single-Family Residential Zone to MFR-14-Multi-Family Residential, as the MFR-14 designation is intended for apartments, townhomes, and condominiums at a density of 7 to 14 dwellings per acre. The project proposes townhome-style condominiums at a density of 13.7 dwelling units per acre, consistent with the proposed MFR-14 land use designation.</p> <p>Subject to the approval of the GPA, the Project will be consistent with the General Plan and will further the following General Plan Safety Element, Circulation Element, and Housing Element goals:</p>

CONSISTENCY TABLE

➤ Safety Element:

Policy S-2.1 – Require road upgrades as part of new developments/major remodels to ensure adequate evacuation and emergency vehicle access. Limit improvements for existing building sites to property frontages.

Policy S-6.1 – Ensure new development complies with the development requirements of the AICUZ (Air Installation Compatibility Use Zones) Land Use Compatibility Guidelines and ALUP (Airport Land Use Plan) Airport Influence Areas for March Air Reserve Base.

➤ Circulation Element:

Policy IV.A - Provide non-motorized alternatives for commuter travel as well as recreational opportunities that maximize safety and minimize potential conflicts with pedestrians and motor vehicles.

➤ Housing Element:

Policy 1.2: - Promote development within the City that provides a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.

Consistency with Title 19 - Zoning Code

The project proposes to rezone the 11.62-acre site from R-6,000-Single-Family Residential Zone to MFR-14-PDO - Multi-Family Residential - Planned Development Overlay Zone. The MFR 14 Zone is intended for attached or detached medium-density residential development such as duplexes, condominiums, and townhomes at a density of 7-14 dwellings per acre, and the application of the PDO Zone allows flexibility from the development standards, in exchange for superior architecture, site design, and amenities.

The project proposes townhome-style condominiums at a density of 13.7 dwelling units per acre, consistent with the 7 to 14 dwelling units per acre allowed in the MFR-14 Zone. Except for lot coverage, the project complies with all the development standards of the MFR 14 Zone. The application of the PDO Zone will allow the project to deviate from this standard, and in exchange, the proposed planned development proposes the following: 1) A well-designed, superior environment with safe pedestrian connections to recreational amenities and public right of way that otherwise could not be achieved by strict application of a conventional zone; 2) Adequate circulation system to carry the anticipated traffic volume; 3) A density/ intensity of development harmonious with surrounding development; and 4) Four sided architecture featuring elements characteristic of Spanish and Italianate style.

In summary, the requested zone change from R-6000 to MFR-14-PDO will facilitate a project that is compatible with the surrounding neighborhood.

Consistency with Title 18 – Subdivisions

The proposed Tentative Tract Map for condominium purposes complies with the development standards of the Subdivision Code (Title 18).

Consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan

CONSISTENCY TABLE

The project site is located within Zone D (Flight Corridor Buffer) of the March Air Reserve Base Airport Land Use Compatibility Plan, which has no density limitations for residential development. The proposed project was considered by the Airport Land Use Commission (ALUC) on December 12, 2024, for consistency with the D Zone and was determined to be consistent with the MARB/IPA ALUCP.

COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS

The table below summarizes compliance with the development standards of the proposed MFR-14 Zone and Parking Standards, subject to the approval of the Planned Development Overlay Zone standards found in Chapter 19.59 of the Perris Municipal Code.

Development Standards				
MFR-14 Multi-Family Residential and Planned Development Overlay (PDO) Zone*				
Standard		Proposed	Consistent	
Density		7-14 du/ac	13.7 du/ac	Yes
Lot Coverage		40 percent	51 percent*	Yes, with PDO*
Lot Minimum		3,000 sq. ft.	10.29 acres	Yes
Building Setbacks	Front (Wilson Avenue)	20 feet	20 feet	Yes
	Streetside building setback (Nuevo Road)	15 feet	84 feet	Yes
	Interior Side Building Setback	15 feet	20 feet	Yes
	Rear Yard	15 feet	20 feet	Yes
Private Yard		200 square feet	250 square feet	Yes
Common Open Space		150 sq. ft. Open Space per Unit 21,150 square feet	183,905 square feet	Yes
Minimum Dwelling Size		Minimum of 1,000 sq. ft	1,600 sq. ft.	Yes
Landscape Coverage		30 percent	36.3 percent	Yes

Note: *PDO Zone allows flexibility concerning lot standards, and yard requirements as deemed appropriate by the approving authority.

Chapter 19.69 - Parking Standards				
Requirements of Section 19.69.20 (B) and Section 19.59.040 (B.2.) General Regulations				
Use	Standard – Single Family	Required	Proposed	Consistent
Visitor Parking	0.3 – 0.5 Spaces per unit (141 units)	71 spaces	77 spaces	Yes
Covered Parking	2 garage spaces/unit - 141 units	282 spaces	282 spaces	Yes
Total Parking		353 spaces	359 spaces	Yes
Total Surplus Parking		6 spaces		

COMPLIANCE APPLICABLE REQUIREMENTS

➤ **Building Elevations/Architecture**

The Project includes Spanish and Italianate architectural styles featuring tile roofs, wrought iron details, cement plastered walls, shutters, arches, knee braces, cantilevered elements, decorative coach lights, and wood corbels. The front entrances have been designed to include a small porch and garage doors with windows. The buildings include four-sided architecture enhanced by shutters, clay vents, and wrought iron fixtures. The proposed colors include earthtone colors such as Wheat Penny (brown), Smoke House (dark brown), and Omega (mocha). The project is consistent with the City's Residential Design Guidelines (RDG).

➤ **Amenities**

In accordance with the MFR-14 Zone, all multi-family developments are required to provide on-site amenities. A 120-unit or more development would require a clubhouse, court game facilities (tennis, basketball, racquetball), a swimming pool and spa, barbecue with seating area, and a tot-lot with play equipment. The project includes the following amenities: tennis/pickle ball courts, covered outdoor picnic seating areas, cornhole courts, dog park, a tot-lot play area, a community pool with spa, and a 766-square-foot pool building, consistent with the majority of the required amenities. However, the project does not include a clubhouse.

The applicant is supporting their decision not to include a clubhouse by referencing the flexibility allowed by the PDO Zone concerning development standards. These standards typically include adaptable lot requirements, yard setbacks, and open space areas, which may not be achievable under other zoning districts. In addition, the applicant indicated that a clubhouse would result in an undue development cost and maintenance burden that would be apportioned onto the future homeowners.

➤ **Landscaping**

The applicant has submitted a conceptual landscape plan conforming to Chapter 19.70 (Landscaping) of the Perris Municipal Code to create a sense of place, screen parking areas, and soften hardscape areas. The proposed on-site landscaping coverage totals approximately 183,905 square feet, equivalent to 36.3% of the site. The conceptual landscape plan includes various 36-inch, and 24-inch trees planted throughout the site for shade and to enhance the buildings, walkways, parking, common open space, amenities, main entrance, and the site's perimeter. Also, the proposed conceptual landscape plan has

been designed to provide adequate plant materials along the street frontages, parking lot areas, common open space areas, and building footprint perimeter areas. In addition to landscaped areas, each entrance and exit point will be enhanced with stamped concrete, and the primary entrance will include a raised landscape center median with an entry kiosk.

➤ **Perimeter Wall/Fencing and Gates**

The project is secured by a 6-foot-high tubular steel fence with stuccoed pilasters and automatic steel gates along Wilson Avenue, and a 6-foot-high split-faced block wall with decorative pilasters every 100 feet along Nuevo Road. A 6-foot-high vinyl fence is proposed along the southerly property line extending 482 feet from Wilson Avenue, with the remainder consisting of a 6-foot-high block wall. The fence/wall along the easterly property line consists of a 6-foot-high block wall segment extending 105 feet from Nuevo Road and a combination of retaining block wall with a 6-foot-high vinyl fence extending 822 feet, with the remainder consisting of a 6-foot-high block wall.

➤ **Homeowners Association**

As proposed by the developer and as conditioned, all project amenities, including common open spaces, the pool building, pool, dog park, internal sidewalks, and streets, on-site landscaping, fencing, internal and external walls, entry monuments and kiosk and all other project amenities will be installed by the developer and maintained in perpetuity for the life of the project by a Homeowners Association (HOA).

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared for the project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant environmental effects could be reduced to less than significant levels with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was published, with a 30-day public review period commencing on February 21, 2025, and concluding on March 24, 2025. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site. During the 30-day comment period, the City received three (3) comment letters from:

1. California Department of Transportation (CADT) – The comments provided were informational in nature.
2. Riverside County Flood Control - The comments provided were informational in nature.
3. Eastern Municipal Water District (EMWD) - EMWD commented that the project proponent needs to consult with their Development Services Department to compare proposed and existing water demands and sewer flows, and prepare a Design Conditions report (DC), prior to final design and plan check.

Responses to comment letters were prepared to address the agency's comments (Exhibit H). None of the comment letters raised additional environmental concerns that have not already been addressed in the IS/MND 2403, constitute "significant new information," or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND 2403.

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, staff has received no additional comments from surrounding property owners.

RECOMMENDATION

Adopt Resolution No. 25-07, recommending that the City Council adopt Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approve the Planned Development Overlay (PDO) Zone 23-05246, General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 based on the findings contained in the Resolution and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since the applicant bears all project costs.

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- A. Resolution 25-07 recommending adoption of the Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approval of the project with Conditions of Approval (Planning and Fire, Engineering, Public Works, Community Services, and Building & Safety)
- B. Location/Aerial Map
- C. Existing and Proposed General Plan Map
- D. Existing and Proposed Zoning Map (PDO Zone)
- E. MARB/IPA/LUCP Map
- F. Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, and Wall/Fence Plans)
Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-/folder-517#docan1206_1313_479
- G. Tentative Tract Map No. 38775
- H. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.
Due to the size of the file, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-/folder-517#docan1206_1313_479
- I. Applicant's Recreational Amenity Response Letter
- J. Notice of Public Hearing

Attachment 10

Planning Commission Staff Report Without Exhibits – Dated 8/20/2025. *Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:*

[https://www.cityofperris.org/departments/
development-
services/planning/environmental-
documents-for-public-review/-folder-
517#docan1206_1313_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479)



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

MEETING DATE: August 20, 2025

SUBJECT: General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 *Continued from the May 7, 2025, Planning Commission meeting* – A proposal to consider the following entitlements to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue:

1. General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single-Family-Residential to MFR-14 – Multiple-Family-Residential;
2. Planned Development Overlay to allow flexibility from the MFR-14 development standards;
3. Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots totaling 11.6 acres; and
4. Development Plan Review for review of the site plan and building elevations.

Applicant: Ryan Woosley, D.R. Horton

REQUESTED ACTION: Adopt Resolution No. 25-07 recommending that the City Council adopt Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approve General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres, based on the findings contained in the Resolution and subject to the Conditions of Approval.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

Planning Commission Meeting

On May 7, 2025, the Planning Commission unanimously continued off-calendar General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Planned Development Overlay (PDO) Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review

(DPR) 23-00019 to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue.

The Planning Commission requested continuance to address the concerns noted below through an Ad Hoc meeting.

1. Inadequate landscaping along the easterly and southerly property lines.
2. Lack of accent materials and architectural detailing to differentiate Italianate from Spanish-style architecture.
3. Absence of a clubhouse in the site plan.
4. Insufficient on-site parking
5. Need for better communication with adjacent property owners.
6. Absence of 3-D renderings illustrating the main entrance and street views from Nuevo Road and Wilson Avenue.
7. Pending confirmation that all drive aisles comply with the minimum 24-foot-width required for emergency vehicle access.

In addition to the Commission's comments, four (4) Perris residents spoke in opposition to the Project during public testimony. Their concerns included the height of the existing stockpile on site and proximity to their homes, dust generated by grading activities, impacts on back yard privacy, and the likelihood of exacerbating on-street parking challenges associated with the apartment complex located directly north of the project site across Nuevo Road.

Ad-hoc Committee Meeting

On July 15, 2025, staff facilitated an Ad-Hoc Committee meeting for the project. During the meeting, the applicant presented updated architectural and site plan revisions, along with a proposed outreach strategy to engage adjacent property owners in response to previous concerns raised by the Planning Commission. While the Committee commended the overall improvements, they recommended the need for the following additional items:

1. Installation of a wrought iron gate and decorative tile band at the archway area of the pool building.
2. Inclusion of a 3-D street view rendering of the main entrance.
3. Modifications to the entry monument sign to ensure compatibility with the updated architectural style.
4. An updated parking exhibit consistent with the revised site plan.
5. Preparation of a community outreach flyer that includes a detailed project description.
6. Submission of a color and materials sample board for presentation at the planning commission hearing.

DISCUSSION

Project Modifications

In response to feedback from the Planning Commission, Ad Hoc Committee, and local residents, the applicant revised the project plans to address a range of design, operational, and neighborhood concerns.

Architecturally, the applicant incorporated several enhancements, including wrought iron pot shelves, decorative tile accents, stone veneer, and updated color schemes to better differentiate the Italianate style from the Spanish architectural style. The site plan was also modified to improve community amenities: the original 766-square-foot pool building was upgraded with an additional

735-square-foot meeting room connected via a breezeway; the pickleball courts were removed and replaced with two (2) additional parking spaces; the original dog park was removed to create expanded open space; and a new location for the dog park was identified elsewhere on the site.

To support a more comprehensive visual representation of the project, the applicant provided 3-D renderings of the main entrance, updated the entry monument signage for consistency with the revised architectural features, submitted a revised parking exhibit, and prepared a new color and materials board.

Response to Residents' Concerns

In addition to design revisions, the applicant also addressed several concerns raised by residents during the public hearing related to the stockpile, backyard privacy, and on street parking as follows:

- To mitigate issues related to the existing stockpile on-site, the applicant coordinated with the City Engineer's office to reduce its height and spread the dirt more evenly. Water trucks are being used regularly to control dust emissions, and the applicant has committed to removing the stockpile entirely by September 3, 2025.
- To address concerns about backyard privacy, especially from adjacent properties to the south and east, the applicant incorporated additional tree plantings and provided cross-section exhibits illustrating setbacks and visual buffers between the proposed development and neighboring homes.
- Lastly, regarding on-street parking impacts, the applicant indicated that project-specific CC&Rs will require residents to utilize their two-car garages for parking. Additionally, Nuevo Road will be striped with a Class II bike lane, accompanied by "No Parking" signage, to discourage overflow parking in the surrounding area.

Community Outreach

As part of the outreach efforts, the applicant indicated that 378 notices were mailed to residents and businesses within 500-foot radius of the project site, inviting them to a community meeting on July 23, 2025, at the Perris High School, Student Union Room, located at 175 E. Nuevo Road, which is the closest accessible venue to the project site. A total of eight (8) individuals attended the meeting.

According to the applicant, the project was presented to the residents and his team responded to questions and concerns raised by the attendees. They also provided details on their efforts to mitigate issues related to the on-site stockpile, including daily dust control through water truck spraying and a commitment to complete stockpile removal by September 3, 2025.

Based on the information provided, the applicant has made efforts to address both technical and community concerns.

ANALYSIS

Compliance With Applicable Development Standards

The revisions and additional information provided by the applicant have not changed the overall site plan layout, building height, and landscaping. Therefore, the project complies with the development standards of the MFR-14 Zone standards of the Perris Municipal Code, including lot standards, lot coverage, building height, setbacks, parking standards, and landscape coverage, as presented in the May 7, 2025, Planning Commission staff report (Exhibit H).

The parking table on the following page demonstrates how the project site exceeds the parking requirements outlined in Chapter 19.69 of the Municipal Code:

Chapter 19.69 - Parking Standards				
Requirements of Section 19.69.20 (B) and Section 19.59.040 (B.2.) General Regulations				
Use	Standard – Single Family	Required	Proposed	Consistency
Visitor Parking	0.3 – 0.5 Spaces per unit (141 units)	42 spaces	62 spaces	Consistent
Covered Parking	2 garage spaces/unit - 141 units	282 spaces	282 spaces	Consistent
Total Parking		324 spaces	344 spaces	Consistent
Total Surplus Parking		20 spaces		

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, staff has received no additional comments from surrounding property owners.

RECOMMENDATION

Adopt Resolution No. 25-07, recommending that the City Council adopt Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approve the Planned Development Overlay (PDO) Zone 23-05246, General Plan Amendment (GPA) 23-05247, Zone Change (ZC) 23-05245, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review (DPR) 23-00019 to facilitate the construction of 141 townhome-style condominiums and amenities on 11.6 acres based on the findings contained in the Resolution and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this Project since all project costs are borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
 Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- A. Resolution 25-07 recommending adoption of the Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program and approval of the project with Conditions of Approval (Planning and Fire, Engineering, Public Works, Community Services, and Building & Safety)
- B. Location/Aerial Map
- C. Existing and Proposed General Plan Map
- D. Existing and Proposed Zoning Map (PDO Zone)
- E. MARB/IPA ALUCP Map
- F. Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans,

Landscape Plans, and Wall/Fence Plans)

Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

G. Tentative Tract Map No. 38775

H. Planning Commission Staff Report Without Exhibits – Dated 5/7/2025.

Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

I. Applicant Prepared Outreach Letter (dated July 10, 2025)

J. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.

Due to the size of the files the documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

K. Notice of Public Hearing

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

Attachment 11

City Council Staff Report Without Exhibits –
Dated 9/30/2025. *Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:*

[https://www.cityofperris.org/departments/
development-
services/planning/environmental-
documents-for-public-review/-folder-
517#docan1206_1313_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479)



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: September 30, 2025

SUBJECT: General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 – A proposal to consider the following entitlements to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue:

1. General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single-Family-Residential to MFR-14 – Multiple-Family-Residential;
2. Planned Development Overlay to allow flexibility from the MFR-14 development standards;
3. Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots totaling 11.6 acres; and
4. Development Plan Review for review of the site plan and building elevations.

Applicant: Ryan Woosley, D.R. Horton

REQUESTED ACTION: Adopt Resolution Number (*next in order*) adopting Mitigated Negative Declaration 2403 and the Mitigation Monitoring and Reporting Program; and approving General Plan Amendment 23-05247, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review 23-00019 to facilitate the development of the Acacia Pointe residential project on 11.6 acres, based on the findings contained herein and subject to the Conditions of Approval; and

Introduce Ordinance Number (*next in order*) approving Planned Development Overlay 23-05246 and Zone Change 23-05245 to facilitate the Acacia Pointe residential development on 11.6 acres, based on the findings contained herein and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT BACKGROUND:

On August 20, 2025, the Planning Commission voted 5–0 to recommend City Council approval of the Acacia Pointe project consisting of 141 townhome-style condominiums and amenities on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue requiring the following entitlements: 1) General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single-Family-Residential to MFR-14 – Multiple-Family-Residential; 2) Planned Development Overlay to allow flexibility from the MFR-14 development standards; 3) Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots totaling 11.6 acres; and 4) Development Plan Review for review of the site plan and building elevations.

The Planning Commission recommended approval of the project based on the developer's responsiveness to concerns raised at the initial Planning Commission meeting on May 7, 2025. To address these concerns, the developer enhanced the architectural treatments to provide a clearer distinction between the Italianate and Spanish styles, increased the landscaping along the easterly and southerly property lines shared with residences to improve privacy, expanded the common open space area, and incorporated a 1,501-square-foot clubhouse into the project design. Additionally, the developer worked directly with concerned residents adjacent to the site to address issues related to the on-site stockpile and fugitive dust and successfully resolved these concerns by September 3, 2025.

Project Description

The Acacia Pointe residential development is a 141-unit townhome-style condominium on 11.6 acres, yielding a density of 12.2 units per acre. The proposed condominium development comprises 34 detached two-story buildings, including 7 three-plex buildings, 15 four-plex buildings, and 12 five-plex buildings, designed in traditional Spanish and Italianate architecture. Each residential building includes three floor plans with three and four bedrooms with a two-car garage, ranging in size from 1,600 to 1,652 square feet. Community amenities include a clubhouse with a 766-square-foot single-story pool building and a 735-square-foot meeting room, as well as a fenced dog park, bocce courts, a swimming pool, a shaded tot lot, cornhole courts, seating areas, and open green spaces.

Zoning Compliance Analysis

The project complies with all the development standards of the underlying zone, including requirements for lot coverage, setbacks, common and private open space, and landscape coverage. Given previous concerns regarding potential on-street parking challenges, a summary of the project's parking spaces is provided below to demonstrate compliance with the parking standards.

Chapter 19.69 - Parking Standards				
Requirements of Section 19.69.20 (B) and Section 19.59.040 (B.2.) General Regulations				
Use	Standard – Single Family	Required	Proposed	Consistent
Visitor Parking	0.3 – 0.5 Spaces per unit (141 units)	42 spaces	62 spaces	Yes
Covered Parking	2 garage spaces/unit - 141 units	282 spaces	290 spaces	Yes
Total Parking		324 spaces	352 spaces	Yes
Total Surplus Parking		28 spaces		

PLANNING COMMISSION MEETING:

Discussion:

At the August 20, 2025, meeting, the Planning Commission appreciated the applicant’s efforts in conducting community outreach, presenting the project modifications to the Ad Hoc Committee, and addressing concerns raised at the May 7, 2025, Planning Commission meeting. These concerns included inadequate landscaping along the east and south property lines shared with residences, lack of accent materials and architectural detailing, absence of a clubhouse, insufficient on-site parking, compliance with parking standards, and the need for improved communication with adjacent property owners. In addition, residents expressed concerns about the height and proximity of the on-site stockpile to their homes, dust generated by grading activities, impacts on backyard privacy, and the potential to increase on-street parking challenges. In response, the applicant has been working directly with adjacent property owners and has since resolved the issues associated with grading activities, privacy, and the on-site stockpile, and potential on-street parking impacts.

The Planning Commission expressed support for the project and recognized its contribution to meeting local housing needs by introducing multi-family housing and expanding housing options beyond single-family homes. Based on the applicant’s commitments, the Commission voted to recommend approval of the project.

Public Comments:

At the August 20, 2025 Planning Commission meeting, two Perris residents spoke in opposition to the project, citing concerns about dust generated by grading activities and the height of the existing stockpile located in close proximity to their homes. In response, the developer verbally committed to implementing comprehensive dust control measures, including regular water truck spraying, and confirmed that the stockpile would be removed by September 3, 2025. Staff has since visited the project site and confirmed that the stockpile has been removed, consistent with the developer’s commitment.

ENVIRONMENTAL DETERMINATION:

An Initial Study was prepared for the project in accordance with the California Environmental Quality Act (CEQA), which concluded that all potential significant environmental effects could be

reduced to less than significant levels with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) was published, with a 30-day public review period commencing on February 21, 2025, and concluding on March 24, 2025. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site. During the 30-day comment period, the City received three (3) comment letters from:

1. California Department of Transportation (CADT) – The comments provided were informational in nature.
2. Riverside County Flood Control - The comments provided were informational in nature.
3. Eastern Municipal Water District (EMWD) - EMWD commented that the project proponent needs to consult with their Development Services Department to compare proposed and existing water demands and sewer flows, and prepare a Design Conditions report (DC), prior to final design and plan check.

Responses to comment letters were prepared to address the agency's comments (Exhibit H). None of the comment letters raised additional environmental concerns that have not already been addressed in the IS/MND 2403, constitute "significant new information," or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the IS/MND 2403.

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for the City Council meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, staff has received no additional comments from surrounding property owners.

RECOMMENDATION:

The Planning Commission recommends that the City Council: 1) Adopt Resolution Number (*next in order*) adopting Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program; and approve General Plan Amendment (GPA) 23-05247, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review (DPR) 23-00019; and 2) Introduce Ordinance Number (*next in order*) approving Planned Development Overlay 23-05246 and Zone Change 23-05245 based on the findings herein and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since all project costs are borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

1. Resolution No. *(next in order)* Adopting of the MND 2403 and the MMRP, and approval of the project with Conditions of Approval (Planning, Engineering, Public Works, Community Services and Building & Safety)
2. Ordinance No. *(next in order)* Approving the Planned Development Overlay and Zone Change
3. Vicinity/Aerial Map
4. Existing and Proposed General Plan Map
5. Existing and Proposed Zoning Map (PDO Zone)
6. MARB/IPA ALUCP Map
7. Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, and Wall/Fence Plans)
Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
8. Tentative Tract Map No. 38775
9. Planning Commission Staff Report Without Exhibits – Dated 5/7/2025.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
10. Planning Commission Staff Report Without Exhibits – Dated 8/20/2025.
Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
11. Applicant Prepared Outreach Letter - Dated 7/10/ 2025
12. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.
Due to the size of the file, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
13. Notice of Public Hearing

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

X

Attachment 12

City Council Staff Report Without Exhibits –
Dated 2/24/2026.

Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
[https://www.cityofperris.org/departments/
development-
services/planning/environmental-
documents-for-public-review/-folder-
517#docan1206_1313_479](https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479)



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 24, 2026

SUBJECT: General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 (*Continued Off Calendar from the September 30, 2025 meeting*) – A proposal to consider the following entitlements to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue:

1. General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 – Single-Family-Residential to MFR-14 – Multiple-Family-Residential;
2. Planned Development Overlay to allow flexibility from the MFR-14 development standards;
3. Tentative Tract Map to consolidate 57 parcels into one condominium lot and two lettered lots totaling 11.6 acres; and
4. Development Plan Review for review of the site plan and building elevations.

Applicant: Ryan Woosley, D.R. Horton

REQUESTED ACTION: Adopt Resolution Number (*next in order*) adopting Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program; and approving General Plan Amendment 23-05247, Tentative Tract Map 23-05244 (TTM 38775), Development Plan Review 23-00019 to facilitate the development of the Acacia Pointe residential project on 11.6 acres, based on the findings contained herein and subject to the Conditions of Approval; and

Introduce Ordinance Number (*next in order*) approving Planned Development Overlay 23-05246 and Zone Change 23-05245 to facilitate the Acacia Pointe residential development on 11.6 acres, based on the findings contained herein and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT BACKGROUND:

On September 30, 2025, the City Council voted 5-0 to continue the Acacia Pointe project off-calendar, which involves a proposal to change the land use designation of 11.6 acres from Single-Family Residential to Multiple-Family Residential with a Planned Development Overlay to facilitate a gated 141-townhome development located south of Nuevo Road and east of Wilson. The site currently has a recorded tract map with 57 single-family lots.

The development was continued off-calendar for the developer to address the concerns raised by the Council, as summarized below, before the project would go back before the City Council:

- To reduce the dirt stockpile consistent with the City approval up to five (5) feet, as the stockpile was dirt up to twenty (20) plus feet.
- To address the concerns with the three property owners who raised concerns at the Council meeting regarding the stockpile and non-permitted grading work, which they stated has caused damage to their furniture and pool equipment due to excessive dust, damage, and cracks to their outdoor playhouse, backyard, and front yard concrete pavement, retaining walls.
- To address any potential shortage of parking for the development project, as there are already cars illegally parked along Nuevo Road, where no street parking is permitted.

Following the Council meeting, Planning, Engineering, Building & Safety staff conducted a site meeting with eight (8) residents on October 8, 2025. During the meeting, the City Engineer documented and photographed the damages identified by the residents, addressed residents' questions, and requested that residents submit a written list of concerns for further evaluation. Staff also outlined the required next steps for the developer, including removal of soil to comply with the approved stockpile plans, exposure of all block wall footings for inspection, evaluation of drainage flows impacting the neighborhood, and submittal of a project timeline.

APPLICANT'S PROGRESS AND STATUS SINCE THE LAST COUNCIL MEETING

Since the meeting with staff, the developer has implemented the following corrective actions.

- *Status of Grading Compliance – Stockpile Permit*

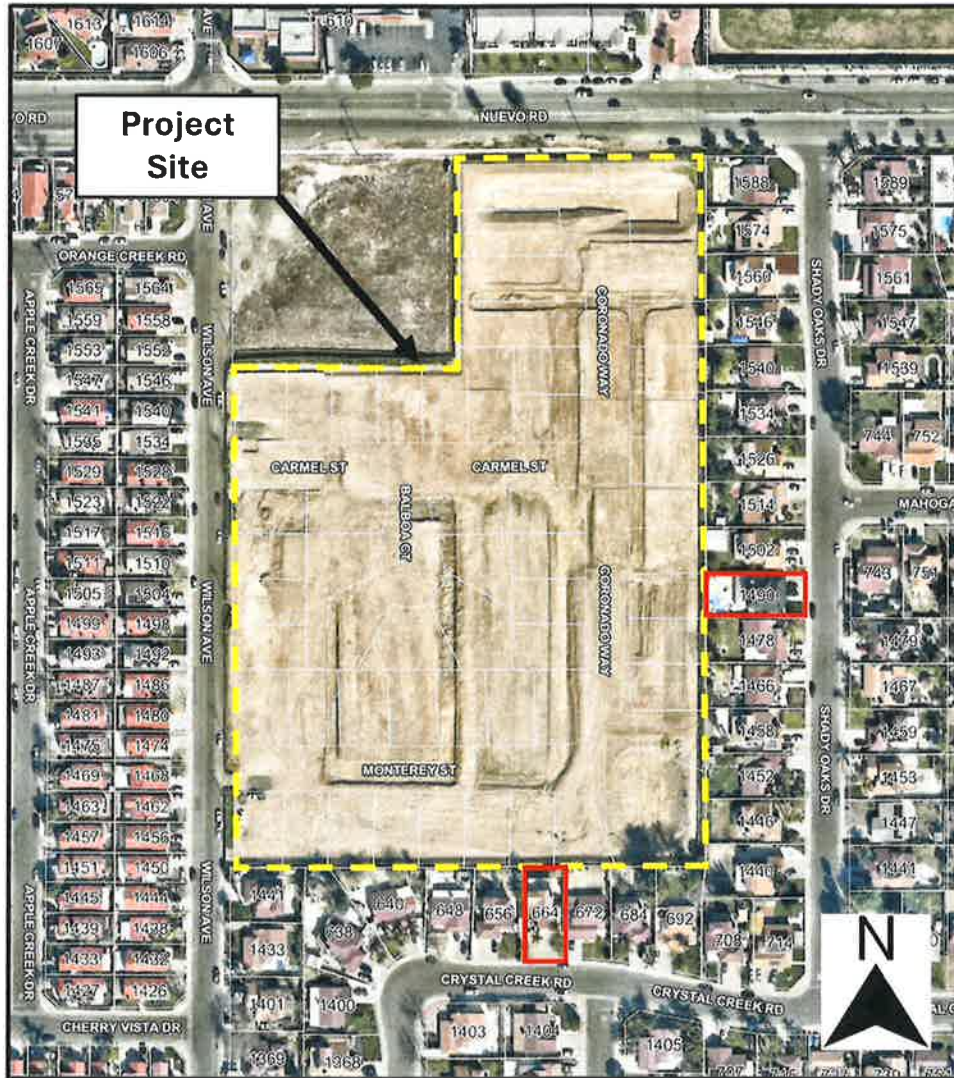
The soil has been relocated in accordance with the approved stockpile permit, and the height has been reduced in compliance with the stockpile permit. After achieving compliance with the approved grading plans, all grading activities have ceased to date.

- *Status of Discussion with Adjacent Homeowners*

The developer indicated that on November 11, 2025, door-to-door outreach was conducted along Shady Oaks Drive, Crystal Creek Road, and Wilson Avenue, which border the project boundaries, followed by additional public outreach.

Of all the outreach, two of the remaining homeowners at 664 Crystal Creek Road and at 1490 Shady Oaks Drive still have not reached an agreement on their property damage claims. This remains a private civil matter.

The locations of the two properties are shown in the image below, highlighted in RED.



- *On-Street Parking Conditions Update*

The proposed project provides 344 parking spaces, exceeding the MFR-14 Zone requirement of 324 spaces by 20. Additionally, with the development of the proposed project, street parking will be permitted along Wilson Street adjacent to the site.

Regarding cars illegally parked along Nuevo Road, no street parking is permitted, as it's a designated bicycle lane with striping for cyclists in accordance with the City's General Plan. Code Enforcement has begun issuing citations for vehicles parked illegally along Nuevo Road. Although the project would require street improvements along Nuevo Road adjacent to the site, no street parking would be permitted there due to the bicycle lane that will be required.

ANALYSIS:

Project Description

The Acacia Pointe residential development is a 141-unit townhome-style condominium on 11.6 acres, yielding a density of 12.2 units per acre. The proposed condominium development comprises 34 detached two-story buildings, including 7 three-plex buildings, 15 four-plex buildings, and 12 five-plex buildings, designed in traditional Spanish and Italianate architecture. Each residential building includes three floor plans with three and four bedrooms with a two-car garage, ranging in size from 1,600 to 1,652 square feet. Community amenities include a clubhouse with a 766-square-foot single-story pool building and a 735-square-foot meeting room, as well as a fenced dog park, bocce courts, a swimming pool, a shaded tot lot, cornhole courts, seating areas, and open green spaces.

To facilitate this project, the following entitlement applications are needed:

1. General Plan Amendment (GPA) and Zone Change (ZC): To change the land use designation of 11.62 acres from R-6,000-Single-Family Residential to MFR-14-Multi-Family Residential to increase the density to 14 dwelling units per acre.
2. Planned Development Overlay (PDO): To allow flexibility from the MFR-14 development standards.

Zoning Compliance

The table below summarizes compliance with the development standards of the proposed MFR-14 Zone, subject to the approval of the GPA, ZC, and PDO entitlement applications.

Development Standards				
MFR-14 Multi-Family Residential and Planned Development Overlay (PDO) Zone*				
Standard		Proposed		Consistent
Density		7-14 du/ac	13.7 du/ac	Yes
Lot Coverage		40 percent	47 percent*	Yes, with PDO*
Lot Minimum		3,000 sq. ft.	Lot 1: 10.29 acres Lot A: 0.68 acre Lot B: 0.61 acre	Yes
Building Setbacks	Front (Wilson Avenue)	20 feet	20 feet	Yes
	Streetside building setback (Nuevo Road)	15 feet	84 feet	Yes
	Interior Side Building Setback	15 feet	20 feet	Yes
	Rear Yard	15 feet	20 feet	Yes
Private Yard		200 square feet	250 square feet	Yes

Development Standards			
MFR-14 Multi-Family Residential and Planned Development Overlay (PDO) Zone*			
Standard		Proposed	Consistent
Common Open Space/Landscaping	21,150 square feet based on 150 sq. ft. Open Space per Unit	89,247 square feet	Yes
Minimum Dwelling Size	Minimum of 1,000 sq. ft	1,600 sq. ft.	Yes

Note: *PDO Zone allows flexibility concerning lot standards, and yard requirements as deemed appropriate by the approving authority.

The table below summarizes compliance with Chapter 19.69 – Parking Standards of the Zoning Code for the multi-family residential development.

Chapter 19.69 - Parking Standards				
Requirements of Section 19.69.20 (B) and Section 19.59.040 (B.2.) General Regulations				
Use	Standard – Single Family	Required	Proposed	Consistent
Visitor Parking	0.3 – 0.5 Spaces per unit (141 units)	42 spaces	62 spaces	Yes
Covered Parking	2 garage spaces/unit - 141 units	282 spaces	282 spaces	Yes
Total Parking		324 spaces	344 spaces	Yes
Total Surplus Parking		20 spaces		

Planning Commission Meeting

At the August 20, 2025, meeting, the Planning Commission appreciated the applicant’s efforts in conducting community outreach, presenting the project modifications to the Ad Hoc Committee, and addressing concerns raised at the May 7, 2025, Planning Commission meeting. These concerns included inadequate landscaping along the east and south property lines shared with residences, lack of accent materials and architectural detailing, absence of a clubhouse, insufficient on-site parking, compliance with parking standards, and the need for improved communication with adjacent property owners. In addition, residents expressed concerns about the height and proximity of the on-site stockpile to their homes, dust generated by grading activities, impacts on backyard privacy, and the potential to increase on-street parking challenges to address their concerns.

The Planning Commission expressed support for the project and recognized its contribution to meeting local housing needs by introducing multi-family housing and expanding housing options beyond single-family homes. Based on the applicant’s commitments, the Commission voted to recommend approval of the project.

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for the City Council meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. As of the writing of the staff report, staff has received no additional comments from surrounding property owners.

RECOMMENDATION:

The Planning Commission recommends that the City Council: 1) Adopt Resolution Number (*next in order*) adopting Mitigated Negative Declaration No. 2403 and the Mitigation Monitoring and Reporting Program; and approve General Plan Amendment (GPA) 23-05247, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review (DPR) 23-00019; and 2) Introduce Ordinance Number (*next in order*) approving Planned Development Overlay 23-05246 and Zone Change 23-05245 based on the findings herein and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since all project costs are borne by the applicant.

Prepared by: Nathan Perez, Senior Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

1. Resolution No. (*next in order*) Adopting of the MND 2403 and the MMRP, and approval of the project with Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
2. Ordinance No. (*next in order*) Approving the Planned Development Overlay and Zone Change
3. Vicinity/Aerial Map
4. Existing and Proposed General Plan Map
5. Existing and Proposed Zoning Map (PDO Zone)
6. MARB/IPA and UCP Map
7. Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, and Wall/Fence Plans)
Due to the size of the files, Project Plans (Site Plan, Building Elevations, Renderings, Floor Plans, Landscape Plans, Wall and Fence Plans) are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479
8. Tentative Tract Map No. 38775
9. Planning Commission Staff Report Without Exhibits – Dated 5/7/2025.
Due to the size of the files, only the staff report is included as a hard

copy. The staff report and exhibits are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

10. Planning Commission Staff Report Without Exhibits – Dated 8/20/2025.

Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

11. City Council Staff Report Without Exhibits – Dated 9/30/2025.

Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

12. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.

Due to the size of the file, the documents are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

13. Notice of Public Hearing

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

Attachment 13

Initial Study/Mitigated Negative Declaration
and Associated Technical Studies. *Due to
the size of the file, the documents are
available online*

at:https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-517#docan1206_1313_479

Attachment 14

Applicant's Continuance Request

From: Ryan Woosley <RWoosley@drhorton.com>

Sent: Monday, March 30, 2026 9:43 AM

To: Nathan Perez <NPerez@cityofperris.org>

Cc: Parker Chorich <PACHorich@drhorton.com>; Daniel Boyd <DBoyd@drhorton.com>; Jennifer L O'Leary <jloleary@drhorton.com>

Subject: RE: Horton's Acacia City Council Meeting Applicant Presentation

Nathan,

I am writing to request a continuance for TTM 38775, which is currently schedule for City Council in April. Please move us to the May 26, 2026 city council meeting.

We are requesting additional time to continue to work with the residents along our perimeter. A continuance would allow us to ensure that all concerns are thoroughly reviewed prior to the project moving forward.



Ryan Woosley

Due Diligence Manager - Land Acquisition
Southern California

D.R. HORTON

980 Montecito Drive, Ste. 300, Corona, CA 92879

o: 951.739.5441 **m:** 951.937.7415 **f:** 300.335.1795

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Attachment 15

**Notice of Public Hearing – February 24,
2026 City Council meeting**

NOTICE OF PUBLIC HEARING

This may affect your property. Please read:

Notice is hereby given that the City Council of the City of Perris will hold a Public Hearing on the following item(s):

CASES: General Plan Amendment (GPA) 23-05247
Zone Change (ZC) 23-05245
Planned Development Overlay (PDO) 23-05246
Tentative Tract Map 23-05244 (TTM 38775)
Development Plan Review (DPR) 23-00019

APPLICANT: Ryan Woosley, D.R. Horton

LOCATION: Generally located at the southeast corner of Nuevo Road and Wilson Avenue

PROPOSAL: To consider the following entitlements to facilitate the construction of 141 townhome-style condominiums and amenities including a central area with, a tot lot, a pool and pool house, and open space: 1) General Plan Amendment and Zone Change to change the land use designation of 11.6 acres from R-6,000 to Multi-Family Residential-14 Planned Development Overlay (MFR-14-PDO) to allow a higher residential density; 2) Planned Development Overlay to allow flexibility from the development standards; 3) Tentative Tract Map for one condominium lot with two (2) lettered lots; and 4) Development Plan Review for review of the site plan and building elevations.

ENVIRONMENTAL DETERMINATION:

Recommend the adoption of the Mitigated Negative Declaration (MND 2403), as the project will not have a significant effect on the environment. MND 2403 is available for public review at the City of Perris Planning Division, 135 North "D" Street, Perris, California 92570-2200. The Planning Counter is open Monday – Friday 8:00 a.m. – 5:00 p.m. *Electronic copies can be viewed on the City's website at:* https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-477#docan1206_1313_479

The MND/Initial Study was circulated for a 30-day review period from February 21, 2025, to March 24, 2025.

PUBLIC HEARINGS: The Planning Commission considered the project on August 20, 2025, and recommended to the City Council that the project be Approved by a vote of 5 ayes and 0 noes.

Any person affected or concerned by this application may submit written comments to the City Clerk's Office before the City Council hearing. At the time of the public hearing, any person may appear and be heard in support of or opposition to the project. The City Council, at the hearing or during deliberations, could recommend approval of an alternative proposal for the above project, including any changes to the proposal. Any person challenging this project in court may be limited to raising only those issues identified at the public hearing described in this notice or writing delivered to the City Council before the public hearing.



CITY COUNCIL PUBLIC HEARING

COUNCIL CHAMBERS CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time: **February 24, 2026** – 6:30 p.m.
Planner: Nathan Perez, Senior Planner
Contact Information: nperez@cityofperris.org
(951) 943-5003, ext. 279

Si necesita un intérprete por favor llámenos al (951) 943-5003



CITY OF PERRIS 11.B.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Specific Plan Amendment 25-00006 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number (*next in order*) finding that the Project is adequately covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

At the February 24, 2026, meeting, the City Council voted 5-0 to continue this item off-calendar, due to the length of the meeting. The item is now being returned to Council for consideration and formal action.

For background information, on December 9, 2025, the City Council approved a citywide Zoning Code Text Amendment (Code Amendment) to require a Conditional Use Permit application process and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

This replaces the requirement of a Development Plan Review application and Planning Commission approval, as requiring a Conditional Use Permit will introduce a higher level of discretionary review for findings to approve a project, including consistency with the Zoning Code, General Plan, and compatibility with surrounding uses for public health and safety.

The December 9, 2025, City Council approval did not include an update to the Perris Valley Commerce Center Specific Plan (PVCC Specific Plan) due to procedural requirements associated

with tribal consultation mandated by State law for Specific Plan amendments. Staff indicated that upon conclusion of the tribal consultation process, this would be brought before the City Council.

Now that the tribal consultation process has concluded, staff is requesting that the City Council approve the Specific Plan Amendment so that the requirement for a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the GI and LI zones is also part of the PVCC Specific Plan.

These changes are consistent with the Planning Commission's 5-0 approval recommendation to the City Council on November 19, 2025.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The proposed amendment would amend Table 2.0-2, Land Uses, and Table 13.0-1, Permit Types and Processes, of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Under the proposed Specific Plan Amendment, warehouses and distribution centers larger than 50,000 square feet would no longer be permitted by right with approval of a DPR.

Allowed Land Uses in Industrial Zones				
Land Use	BPO	LI	GI	See Section
Warehouse/distribution center				Chapter 19.44
- Up to 50,000 square feet	A	P	P	
- Larger than 50,000 square feet		CUP	CUP	

Notes: PRO: Use is prohibited in this zone
 P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
 CUP: Conditional Use Permit is required

The Approval Authority Table will be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Approval Authority provisions contained in Section 13.1.2 as shown in red below:

Permit Types and Processes		
Type of Application	Approval Authority	Public Hearing
<ul style="list-style-type: none"> • Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet 	<ul style="list-style-type: none"> • City Council 	<ul style="list-style-type: none"> • Yes

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. No comments have been provided to date.

RECOMMENDATION:

Staff recommends that the City Council find the Project is covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: MB
Assistant City Manager: EP
Director of Finance: MS

Attachments:

1. Resolution No. (*Next in Order*) Amending Chapters 2.0 and 13.0 of the PVCCSP
2. Planning Commission Staff Report without Exhibits – Dated November 19, 2025
3. City Council Staff Report without Attachments – Dated December 9, 2025
4. City Council Staff Report without Attachments – Dated February 24, 2026
5. Notice of Public Hearing

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

**Resolution No. (Next in Order) Amending
Chapters 2.0 and 13.0 of the PVCCSP**

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AND ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDINGS RELATED THERETO

WHEREAS, the City of Perris (“City”) is a general law city within the State of California; and

WHEREAS, the City of Perris initiated a Zoning Code Text Amendment to require a Conditional Use Permit for warehouses and distribution centers over 50,000 square feet within the Light Industrial (LI) and General Industrial (GI) Zones by amending Chapters 19.44, Industrial Zones and 19.54, Authority and Review Procedures, of Title 19 of the Perris Municipal Code; and

WHEREAS, Specific Plan Amendment 25-00006 and its attachments, (collectively hereafter referred to as “Specific Plan Amendment 25-00006” or the “SPA”) are proposed to amend Chapters 2.0 (Land Use Plan) and 13.0 (Implementation and Administrative Process) of the PVCCSP, including the land use table (Table 2.0-2) and the Implementation and Administration Process table (Table 13.0-1). to require a Conditional Use Permit for warehouses and distribution center uses over 50,000 square feet in total building floor area, and to provide that the City Council shall be the approval authority for such use permits instead of the Planning Commission; and

WHEREAS, the purpose of Specific Plan Amendment 25-00006 is to protect public health, safety and welfare; and

WHEREAS, on September 30, 2025, Councilmember Corona directed staff to initiate a code amendment requiring a Conditional Use permit for warehouses and distribution centers within the GI and LI Zones; and

WHEREAS, on November 19, 2025, the Planning Commission conducted a legally noticed public hearing for the proposed Specific Plan Amendment, and recommended approval of the Resolution to City Council after considering all oral and written testimony from

members of the public and City staff, including, but not limited to, all staff reports and exhibits and accompanying documents; and

WHEREAS, on December 9, 2025, the City Council conducted a legally noticed public hearing for the Ordinance related to Zoning Code Amendment 25-00007 amending the Zoning Code to require a CUP for warehouse and distribution uses larger than 50,000 square feet and City Council approval, and after considering all oral and written testimony from members of the public and City staff, the Zoning Code Amendment was approved unanimously; and

WHEREAS, on April 14, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 25-00006, and having done so, now sees fit to adopt the amendment as provided herein; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds, based on the whole administrative record, that:

A. The proposed Specific Plan Amendment 25-00006 is not a “project” within the meaning of the California Environmental Quality Act (CEQA), as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and constitutes organizational or administrative activities of the City that will not result in direct or indirect physical changes in the environment, as further detailed below. Alternatively, the proposed SPA is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that a project is exempt from CEQA if the activity is covered by the common sense exemption and that CEQA applies only to projects that have the potential for causing a significant effect on the environment. As further detailed below, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, so the activity is not subject to CEQA.

Specific Plan Amendment 25-00006 only amends the PVCCSP to designate warehouse and distribution center uses with over 50,000 total square feet of building floor area as conditionally permitted uses in the LI and GI Zones, whereas currently such uses are designated as permitted uses in such zones, thereby requiring approval of a Conditional Use Permit for such uses, and to provide that the approval authority for such Conditional Use Permits shall be the City Council instead of the Planning Commission (which is the standard approval authority for

other Conditional Use Permits). Specific Plan Amendment 25-00006 does not rezone any property or area or allow any new use or development.

B. Alternatively, in the event it is determined that the proposed SPA is subject to CEQA, then pursuant to CEQA Guidelines Sections 15168(c) and 15162 and 15168(c), the proposed SPA is within the scope of the project that was assessed in the previously certified Perris Valley Commerce Center Specific Plan Environmental Impact Report (“EIR”) (SCH: 2009081086), certified on January 10, 2012, and no further environmental document is required for approval of the proposed SPA. The proposed SPA is consistent with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the EIR. The proposed SPA does not change the zoning, the types of allowable land use, or the development standards or intensity allowed under the PVCCSP; it merely designates warehouse and distribution center uses over 50,000 square in total building floor area as conditionally permitted uses rather than permitted uses, thereby requiring such uses to obtain a Conditional Use Permit, and to provide that the approval authority for such Conditional Use Permits shall be the City Council. These changes do not constitute substantial changes or new information of substantial importance that would require a subsequent EIR pursuant to CEQA Guidelines Section 15162. Furthermore, the proposed SPA does not necessitate any changes or additions to the EIR, and therefore no addendum is required pursuant to CEQA Guidelines Section 15164.

Section 3. Findings. Based upon the foregoing, all oral and written testimony (including without limitation testimony by members of the public and City staff and the related agenda submittal and exhibits/attachments presented to the City Council), the City Council hereby finds, with respect to the Policy, as follows:

- A. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed SPA is consistent with the applicable General Plan land use designation for the subject area, which is PVCCSP. The proposed SPA promotes Goal IV of the Land Use Element, Goal 3.1 of the Environmental Justice Element and Goal V of the Noise Element, which are as follows:

Goal IV (Land Use Element): Consistency among all planning documents.

Goal 3.1 (Environmental Justice Element): A community that reduces the negative impacts of land use changes, environmental hazards and climate change on disadvantaged communities.

Goal V- Stationary Source Noise (Noise Element): Future non-residential land uses compatible with noise sensitive land uses.

The proposed SPA will make the PVCCSP consistent with the recently approved Zoning Code Text Amendment 25-00007. With the proposed SPA, the PVCCSP will continue to be consistent with the General Plan objectives, policies and programs.

B. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:

1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The SPA is proposing to require a Conditional Use Permit for warehouses and distribution center uses with over 50,000 square feet of total building floor area within the PVCCSP LI and GI zones, and proposes to amend the text of Chapter 2.0 of the PVCCSP accordingly. With the proposed SPA, the PVCCSP will continue to provide adequate text and diagrams to adequately address the distribution, location, and extent of the uses of land in detail.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The proposed SPA will not modify these aspects of the PVCCSP. The PVCCSP as amended by the proposed SPA will continue to satisfy this criterion.

3. Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.

The proposed SPA will require a Conditional Use Permit for warehouses and distribution center uses with over 50,000 square feet of total building floor area within the PVCCSP LI and GI Zones, and to require approval from the City Council for such Conditional Use Permits. No additional changes are proposed. With the proposed SPA, the PVCCSP will continue to provide adequate text and diagrams to adequately address this issue in detail.

4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs 1, 2, and 3 above.

The proposed SPA will not modify these aspects of the PVCCSP. The PVCCSP as amended by the proposed SPA will continue to satisfy this criterion. The proposed SPA will not affect the PVCCSP in this regard.

Section 4. Based upon the foregoing and the whole administrative record, including but not limited to all statements and reports (including all attachments and exhibits) presented at its public hearing on April 14, 2026, the City Council approves Specific Plan Amendment (SPA) 25-00006, amending the Perris Valley Commerce Center Specific Plan as provided in Attachments 1 and 2 hereto.

Section 5. This Resolution shall take effect upon approval of SPA 25-00006.

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 7. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and APPROVED this 24th day of April, 2026.

Mayor, Michael J. 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 on the 14th day of April, 2026, by the following called vote:

AYES:
NOES:
ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

1. Perris Valley Commerce Center Specific Plan Amendment (Chapter 2.0 Land Use of the PVCCSP)
2. Perris Valley Commerce Center Specific Plan Amendment (Chapter 13.0 Implementation and Administrative Process of the PVCCSP)

EXHIBIT 1

**Perris Valley Commerce Center Specific
Plan Amendment (Chapter 2.0 Land Use of
the PVCCSP)**



2.0 LAND USE PLAN

2.1 Perris Valley Commerce Center Land Use Designations

The Perris Valley Commerce Center Specific Plan is designed to encourage a thoughtful mix of land uses that provide interrelated opportunities. Although the City has zoning designations that correspond to the land use designations, some modifications to the allowable uses and development standards are provided in the Standards and Guidelines (Section 4.0 – Section 10.0). The commerce center land use designations include: General Industrial (GI), Light Industrial (LI), Business/Professional Office (BPO) and Commercial (C). There are two areas of residential designations that are intended to recognize the existing communities: Residential (R) for the community located south of Markham, east of Webster, and north of Ramona Expressway; and Multi-Family Residential (MFR-14) for the mobile home community located north of Dawes and easterly of Perris Boulevard. Additionally, there is a designation to allow for public facilities: Public (P). There are two overlays including the Freeway Corridor, the Major Roadway Visual Zones and an Airport Overlay Zone which defines allowable land uses and intensity of development within the Flight Corridor as shown in Figure 2.0-1.

2.1.1 Industrial Uses

General Industrial (GI): This zone provides for the development of basic industrial uses which may support a wide range of manufacturing and non-manufacturing uses, from large-scale warehouse and warehouse/distribution facilities to outdoor industrial activities. This zone correlates with the "General Industrial" General Plan Land Use designation.

Light Industrial (LI): This zone provides for light industrial uses and related activities including manufacturing, research, warehouse and distribution, assembly of non-hazardous materials and retail related to manufacturing. This zone correlates with the 'Light Industrial' General Plan Land Use designation.

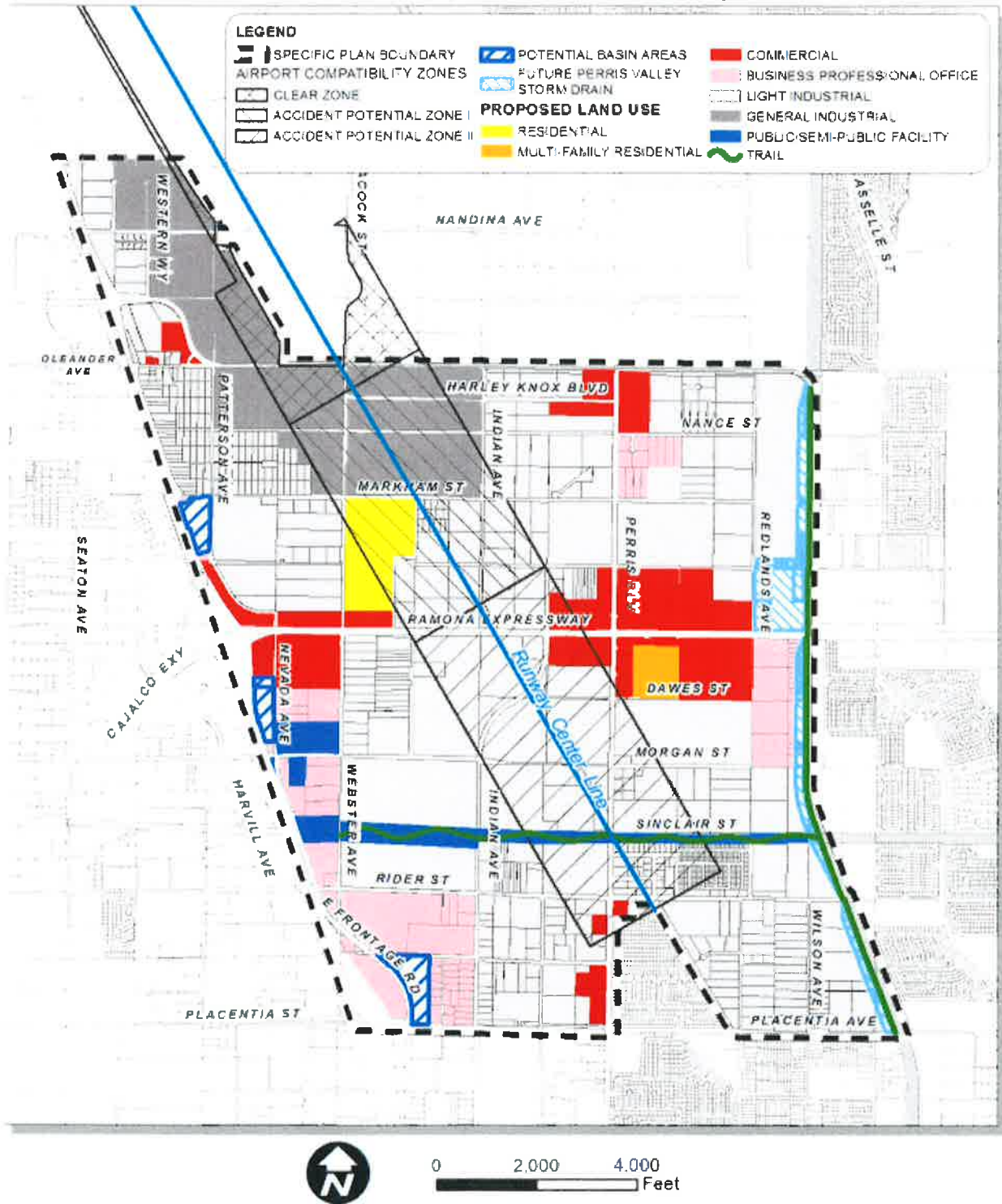
2.1.2 Business/Professional Office Uses

Business/Professional Office (BPO): This zone provides for uses associated with business, professional or administrative services located in areas of high visibility from major roadways with convenient access for automobiles and public transit service. Small-scale warehousing and light manufacturing are also allowed. This zone combines the General Plan Land Use designations of Business Park and Professional Office.

2.1.3 Commercial Uses

Commercial (C): This zoning designation provides for retail, professional office, and service oriented business activities which serve the entire City, as well as the surrounding neighborhoods. This zone combines the General Plan Land Use designation of Community Commercial and Commercial Neighborhood.

Figure 2.0-1, Specific Plan Land Use Designation





PERRIS VALLEY COMMERCE CENTER LAND USE PLAN

2.1.4 Residential Uses

Residential (R): This zone recognizes the existing detached residential community at the northeast corner of Ramona Expressway and Webster Avenue. This zone shall be applicable to and correlate with the General Plan Land Use designation of R-20,000 Single Family Residential. The continued use of this area as residential is allowed, but other business and commercial-related activities are encouraged. Further subdivision in this land use category is discouraged.

Multi-Family Residential (MFR-14): This zone recognizes the existing mobile home park within the specific plan area. The continued use of this area as a mobile home park is allowed. Further subdivision in this land use category is discouraged.

2.1.5 Public Uses

Public (P): This zone is to provide for a wide range of public and semi-public uses such as schools and administrative offices, government facilities, public utilities, recreational facilities, and religious institutions. This zone shall be applicable to and correlate with the General Plan Land Use designation of Public/Semi-Public Facilities/Utilities.

Potential Basin Areas: Master Drainage Plan facilities identified potential basins in accordance with the Perris Valley Storm Drain and Perris Valley Commerce Center Master Drainage Plan being adopted by Riverside County Flood Control and Water Conservation District and City of Perris respectively. Remnant parcels of land currently designated as potential basin parcels that are determined not to be required for use as part of the basins, shall revert back to the surrounding land use.

2.1.6 Airport Overlay Zone

The Airport Overlay Zone extends from the south end of the runway at March Field, through the central part of the Perris Valley Commerce Center Specific Plan, terminating in the area adjacent to the Rider Street/Perris Boulevard intersection. It is comprised of three distinct areas with specific land uses and land use densities within their respective category. These three areas correspond to the Airport Safety Zones, as established by the 2005 Air Installation Compatible Use Zone Study for March Air Reserve Base. For a complete listing of those land uses prohibited or permitted with restrictions within those zones, see Tables 2.0-2 and 12.0-1. Amending this Specific Plan shall require additional review by the Airport Land Use Commission. Refer to Section 12.0 for further information on the Airport Overlay Zone.

Clear Zone (CZ): This zone prohibits new development of any kind, although it should be noted that there is some existing development in this area.

Accident Potential Zone I (APZ-I): This zone prohibits many uses that involve hazardous materials (such as gas stations), and those uses that have higher densities of people per acre. Non-residential development will be limited to those uses that have not more than 25 persons per acre such as office parks, warehouses and distribution centers or similar uses. This zone prohibits



new residential development, schools or churches. It should be noted that there is some existing residential development in this area.

Accident Potential Zone II (APZ-II): This zone prohibits many uses that involve hazardous materials (such as gas stations), and those uses that have higher densities of people per acre. Non-residential development will be limited to those uses that have not more than 50 persons per acre at any time, including hotels and motels. This zone prohibits new residential development, schools or churches.

2.2 Summary of Perris Valley Commerce Center Land Use Comparison

Generally, the City of Perris General Plan Land Use designations correspond with the Perris Valley Commerce Center Specific Plan land use designations with the following exceptions. The Community Commercial (CC) and Neighborhood Commercial (NC) have been combined into one designation – Commercial (C). Business Park (BP) and Professional Office (PO) have been combined to form one designation – Business/Professional Office (BPO). Public/Semi-Public/Utilities (P) and Park, Recreational, and Natural Open Space (OS) have been combined to Public (P). Table 2.0-1 as shown below, provides a comparison of the land use between the City of Perris existing General Plan designations and the Perris Valley Commerce Center Specific Plan designations.

Table 2.0-1, Land Use Comparison

General Plan Land Use	Existing Acres Prior to PVCC SP	Acres Adopted by 2012 PVCCSP	Proposed Acres (SPA1-SPA11)
Business Park/Professional Office (BPO)			
Professional Office (PO)	317	343	263
Business Park (BP)			
Commercial (C)			
Community Commercial (CC)	462	349	271
Neighborhood Commercial (NC)			
General Industrial (GI)	423	408	392
Light Industrial (LI)	1,620	1,866	2,040
Multi-Family Residential			
Residential (Multi-Family) (MFR-14)	22	22	22
Public (P)			
Public/Semi-Public/Utilities	120	194	194
Park, Recreational and Natural Open Space (OS)			
Residential (R)			
Residential (Single-Family) (R-6,000)	59	0	0
Residential (R)			
Residential (Single-Family)(R-20,000)	63	60	60
Specific Plan (SP)	190	0	0
Other (ROW, Basin, etc.)	307	341	341
Total Acres	3,583	3,583	3,583



2.3 Allowable Land Uses and Permit Requirements

The allowable land uses and permit requirements are summarized in the Table 2.0-2. Project-wide and individual land use development standards and guidelines can be found in Section 4.0. Exceptions to allowable land uses should be noted as they pertain to the Airport Overlay Zone discussed in Section 12.0. Refer to Table 12.0-1 in Section 12.0 for restrictions should site fall within Airport Overlay Zone.

Permitted Uses (P) are allowed, subject to compliance with all applicable provisions of the City of Perris Zoning Ordinance, and to obtaining any other permit required by the Municipal Code, including a business license. Proposed projects comprised of a permitted use are not granted immediate approval as they must undergo a review process and are subject to public hearing and final approval determined by the City.

Conditional Use Permit (CUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance.

Accessory Uses (A) are allowed, subject to compatibility with permitted and conditionally permitted uses. Such uses are defined as being clearly subordinate to the principal use of the building or lot, and serve a purpose customarily associated with the principal use.

Prohibited Uses (PRO) are not allowed.

For a full description of the approval process, refer to Section 13.0 Implementation and Administrative Process.

Table 2.0-2, Land Uses
(Refer to Table 12.0-1 for use restrictions on property within the Airport Overlay Zone)

LAND USE	LI	GI	BPO ⁽¹⁾	C ⁽¹⁾	R ⁽¹⁾	MFR ⁽¹⁾	P	See Section
Agricultural uses								
Agricultural Animal Raising and Care	PRO	CUP	PRO	PRO	PRO	PRO	PRO	
Agricultural Uses	PRO	PRO	PRO	PRO	P	PRO	PRO	
Animal or Poultry Slaughter	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 8.08
Animal Services	CUP	P	CUP	CUP	PRO	PRO	PRO	
Animal Grazing	P	P	P	P	PRO	PRO	P	
Commercial Uses								
Adult Entertainment	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 5.50
Alcohol Sales for Off-site Consumption	PRO	PRO	PRO	CUP	PRO	PRO	PRO	Chapter 19.65
Alcohol Sales for On-site Consumption	CUP	CUP	CUP	CUP	PRO	PRO	PRO	Chapter 19.65
Drive-Thru Services	CUP	CUP	CUP	CUP	PRO	PRO	PRO	



Table 2.0-2 LAND USE (Continued)

LAND USE	LI	GI	BPO ⁽¹⁾	C ⁽¹⁾	R ⁽¹⁾	MFR ⁽¹⁾	P	See Section
Commercial Uses (continued)								
Food and Food Service (No Alcohol)	P	P	P	P	PRO	PRO	PRO	
Funeral Homes	P	P	P	P	PRO	PRO	PRO	
General Retail	A	A	P	P	PRO	PRO	PRO	
Hotels and Motels	CUP	PRO	P	P	PRO	PRO	PRO	
Landscape Nurseries	CUP	CUP	PRO	A	CUP	PRO	PRO	
Large Equipment Retail	CUP	CUP	CUP	P	PRO	PRO	PRO	
Live-Work Units ⁽¹⁾	PRO	PRO	CUP	CUP	CUP	PRO	PRO	
Mortuary	P	P	P	P	PRO	PRO	PRO	
Personal Services	CUP	PRO	P	P	PRO	PRO	PRO	
Pest Control	P	P	P	CUP	PRO	PRO	PRO	
Storage (Ancillary Uses)	A	A	A	A	PRO	PRO	PRO	
Swap Meets (Indoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Swap Meets (Outdoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Outdoor Storage and Other Facilities	CUP	P	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Routine Service and Maintenance	P	P	CUP	P	PRO	PRO	PRO	
Communication Towers (Additional FAA review may be required)								
Monopoles or similar wireless communications towers or facilities more than 65'	CUP	CUP	CUP	CUP	PRO	PRO	CUP	Chapter 19.85
Monopoles or similar wireless communications towers or facilities less than 65'	P	P	P	P	PRO	PRO	P	Chapter 19.85
Educational / Care Facilities								
Child Care Center / Nursery School, Private	PRO	PRO	CUP	CUP	PRO	PRO	PRO	Chapter 19.83
Day Care for Employee Children Only	A	A	A	A	PRO	PRO	PRO	Chapter 19.83
Hospitals and Urgent Care Centers	P	CUP	P	CUP	PRO	PRO	CUP	
Live-in Care Facilities (aged or infirm excluding Child Care Facilities)	PRO	PRO	CUP	CUP	PRO	CUP	CUP	
Medical Care Clinics and Offices, (excluding urgent care facilities and hospitals and clinics requiring a state permit)	P	CUP	P	P	PRO	PRO	PRO	

PERRIS VALLEY COMMERCE CENTER LAND USE PLAN



Table 2.0-2, Land Uses (Continued)

LAND USE	LI	GI	BPO ⁽¹⁾	C ⁽¹⁾	R ⁽¹⁾	MFR ⁽¹⁾	P	See Section
Industrial								
Schools, Technical and Trade	CUP	CUP	P	CUP	PRO	PRO	PRO	
Recreation								
Recreational Areas and Facilities (Outdoor)	A	A	A	CUP	P	PRO	P	
Recreational Areas and Facilities (Indoor)	A	A	CUP	CUP	P	PRO	P	
Manufacturing, Industrial: Indoor	P	P	CUP	PRO	PRO	PRO	PRO	
Manufacturing, Industrial: Outdoor	CUP	P	PRO	PRO	PRO	PRO	PRO	
Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals	P ⁽²⁾	P ⁽²⁾	CUP	PRO	PRO	PRO	PRO	
Storage								
Mini-storage/Wholesale Facilities	P	P	PRO	PRO	PRO	PRO	PRO	Chapter 19.44.090.A
Warehouse/Distribution Centers								
- Up to 50,000 square feet	P	P	A	A	PRO	PRO	PRO	Chapter 19.44.090.A,
- Larger than 50,000 square feet	CUP ⁽³⁾	CUP ⁽³⁾	A	A	PRO	PRO	PRO	
Non-Profits								
Government Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public and Semi-Public Institutions	CUP	CUP	P	P	PRO	PRO	P	
Public Infrastructure Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public or Semi Public Education Facilities	PRO	PRO	CUP	CUP	PRO	PRO	P	
Religious Institutions	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Professional Office								
Business/Professional Office	CUP	CUP	P	P	PRO	PRO	PRO	
Residential Uses								
Caretaker Quarters	A	A	A	A	PRO	PRO	PRO	
Day Care, Large Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Day Care, Small Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Mobilehome parks	PRO	PRO	PRO	PRO	PRO	P	PRO	
Multi-Family Units (condos, town-homes, apartments)	PRO	PRO	PRO	PRO	PRO	P	PRO	



Single-Family Detached Dwelling Unit PRO PRO PRO PRO P PRO PRO

LAND USE TABLE NOTES

1. Live-Work Units, by their nature, can pertain to a wide variety of uses and businesses. The "work" part of live-work projects are regulated by use criteria established in the use zone. Should any proponent for a Live-Work Unit or home-based occupation wish to establish a business, then the type of use is subject to the discretion of the Development Services Division.
2. Projects located within one-quarter mile of a school shall be required to seek project-level CEQA review for any proposed industrial use to determine potential project-specific impacts associated with handling of hazardous materials.
3. **Any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Development Plan Review (DPR) issued prior to adoption of this Zoning Code Amendment, may continue to operate in the LI or GI Zone as permitted use, provided the DPR remains valid and has not expired.**

2.4 Definitions

Adult Entertainment: Any establishment providing adult entertainment as defined by City of Perris Municipal Code, Title 5, Chapter 5.50 including, but not limited to, adult arcade, adult bookstore, adult novelty store, adult video store, adult motion picture theater, and exotic dance studio.

Agricultural Animal Raising and Care: Any kennels, fowl or poultry ranches, rabbit farms, fur-bearing animal ranches, hog ranches, livestock feed lots, and dairies kept for the purpose of breeding.

Agricultural Uses: Land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, animal products or of berries, grain, hay, straw, turf, seed and animal grazing.

Alcohol Sales for Off-site Consumption: The act of selling any type of alcohol for off-site consumption such as, convenience stores, service stations and liquor stores with alcohol related sales. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Alcohol sales for On-site Consumption: The act of selling any type of alcohol for on-site consumption such as restaurants serving alcoholic beverages, bars and cocktail lounges. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Animal Grazing: Use of sheep grazing as a means of weed abatement.

Animal Slaughter: The killing of an animal or animals for food such as butchering.

Animal Services: Any premises to which small domesticated animals, as defined by Municipal Code Section 8.08.010, are brought or temporarily kept for the purpose of diagnosis or treatment



of any illness or injury such as animal hospitals and veterinarian clinics. Also includes facilities to which animals are brought and temporarily kept and cared for which may have outdoor runs such as kennels and catteries.

Business/Professional Office: A place of business where professional or clerical duties are performed such as business support services, legal services, collection agencies, development services office and property management services.

Caretaker Quarters: A dwelling unit on the site of a commercial, industrial, public or semi-public use, occupied by a guard or caretaker.

Child Care Center/Nursery School Private: Facilities for the temporary care of children on a regular, recurring basis for pay or other valuable consideration as outlined in City of Perris Zoning Ordinance, Chapter 19.83, such as childcare facilities, private daycare and private nursery schools.

Day Care (For Employee Children Only): Facilities for the temporary care of children on a regular recurring basis for pay or other valuable consideration as an ancillary use to a professional business as outlined in City of Perris Zoning Ordinance, Chapter 19.83.

Day Care (Small Family): The temporary care of children in a residence of 6 or fewer children under the age of 10 who do not reside in the home. Refer to City of Perris Zoning Ordinance, Chapter 19.83.

Day Care (Large Family): The temporary care of children in a residence of 7 to 12 children under the age of 10 who do not reside in the home. Refer to City of Perris Zoning Ordinance, Chapter 19.83.

Distribution Centers: ~~Extremely large buildings of 500,000 square feet or more,~~ generally characterized by a basic, box-like form, with multiple truck docks and roll-up doors.

Drive-Thru Services: A type of service provided by a business that allows customers to purchase products without leaving their cars such as banks, pharmacies, and restaurants.

Food and Food Service (no alcohol): Establishments that serve and prepare food as the primary function without the sale of alcoholic beverages including coffee shops, delicatessens, bakeries, candy, ice cream and yogurt shops.

Funeral Homes: A funeral home or parlor is a business that provides burial and funeral services and merchandise such as caskets for the deceased and their families.

General Retail: The sale of goods or merchandise from a fixed location, such as a department store, boutique or kiosk such as pet and pet supply, book stores, craft stores, department stores,



discount stores, drug store/pharmacies, florists, grocery stores, jewelry stores, furniture sales, garden and farm supplies, office equipment sales, apparel stores, appliance stores, gift and card stores.

Government Facilities: Establishments owned by the system from which they are regulated over such as Municipal, County, State or Federal governmental administrative offices and facilities, libraries, courthouses, fire stations, and fleet or maintenance yards.

Hospitals and Urgent Care Centers: Any building or portion thereof, used for the treatment or accommodation of injured or ill persons, includes convalescent and rest homes. It shall not include asylums, detention or similar buildings where human beings are housed or detained under legal restraint.

Hotels and Motels: Buildings designed for or occupied by the temporary lodging of individuals in which there are 6 or more guest rooms for which there is no provision for cooking in any individual room or suite. Said use may also contain such ancillary facilities as conference facilities, personal services or food preparation and dispensing.

Landscape Nurseries: Reproduction and growing of plants to usable size for retail or wholesale.

Large Equipment Retail: The sale of goods or merchandise from a fixed location such as carpet and furniture sales, printing and copying shops, home improvement centers, building material, hardware and paint stores, retail outlets, upholstering shops, sporting goods, automotive sales and automobile dealerships.

Live-in Care Facilities: Any home or establishment offering long-term services to the elderly, infirmed or disabled who are domiciled therein, who have mobility but may require assistance with some activities of daily living, medication assistance, personal care, nursing supervision or ambulation assistance.

Live-Work Units: New construction or renovation with the specific purpose of containing a residential unit and an occupational area within the same structure in which the owner or primary employee of the business resides at the same place as that business. The living and work areas must be housed in separate locations within that structure and/or separate levels.

Manufacturing/Industrial (Indoor): The fabrication or storage of goods and services for sale such as cabinet and woodworking shops, distributors and showrooms, food products, manufacturing, light manufacturing, industrial uses, research and development, research centers and wholesale (with on-site merchandise).

Manufacturing/Industrial (Outdoor): The fabrication or storage of goods and services for sale such as equipment rental, storage, heavy manufacturing, outdoor dismantling and salvage



yards, outdoor storage and activities, recycling facilities, transportation, trucking yards, stations, and terminals, vehicle storage and towing yards.

Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals: The fabrication or storage of goods and services for sale such as pharmaceuticals, hazardous materials, explosive devices or chemicals.

Medical Care Clinics and Offices: A facility, office or clinic used for the provision of health, prevention of illness and treatment of illness or injury under the care of a physician such as chiropractic, dental, vision, acupuncture and orthodontic offices, excluding urgent care facilities, hospitals and clinics requiring a state permit.

Mini-Storage Facilities: Facility used for the small-scale keeping of materials or products (refer to City of Perris Zoning Ordinance, Chapter 19.08, 19.44.090.A).

Mobilehome Parks: An area under one ownership designed to accommodate the use of factory-constructed residential units containing their own independent sanitary facilities intended for year round occupancy, composed of one or more major components which are mobile in that they can be supported by wheels attached to their own integral frame or structure and towed by an attachment to that frame or structure over the public highway, as well as recreational vehicles such as travel trailers, tent trailers, camping trailers and motorhomes.

Monopole/Wireless Communication Facilities: Radio antenna or structure situated on legal lot that is the local point of interface between a wireless phone device and a wireless network consisting of a support structure such as a tower, pole or stealth structure (monopine, monopalm, water tower, etc.) and accessory equipment such as antenna array, microwave dishes, GPS antenna, equipment shelter and cabinet that incorporates stealth design. (Refer to City of Perris Zoning Ordinance, Chapter 19.85)

Mortuary: A mortuary is a building or room used for the storage of human cadavers awaiting identification or removal for autopsy, burial or cremation.

Personal Services: A business whose principal activity may include weight loss centers, nail salons, barber shops, health clubs, spas, studios for art, exercise, dance and similar services.

Pest Control: Business or facilities that provide services to control the spread of pests such as termites, rodents and insects.

Public/Semi-Public Institutions: An institution that is the responsibility of a governmental unit or over which a governmental unit exercises administrative control such as city hall, government offices, community centers or a facility having some features of a public institution such a fraternal lodge or utility.



Public or Semi-Public Educational Facilities: An educational organization that public officials (elected, appointed, or both) operate and that public funds support such as schools and administrative offices.

Public Infrastructure Facilities: The basic facilities, services, and installations needed for the functioning of a community such as transportation and communications systems, public utilities, detention basin and drainage facilities.

Recreation Areas and Facilities (Indoor): Amusement or entertainment provided in an enclosed space designed to provide pleasure or relaxation such as billiard halls, amusement centers, social/fraternal organizations, indoor commercial recreation, restaurants with entertainment (exclusive of adult entertainment), bowling alleys, movie theaters, climbing walls, batting cages, go-cart racing, billiards, arcades and laser tag.

Recreational Areas and Facilities (Outdoor): Amusement or entertainment provided in any open space area designed to provide pleasure or relaxation such as outdoor commercial recreation, paintball facilities, public parks, trails and community centers.

Religious Institutions: An establishment, organization or association instituted to advance or promote religious purposes or beliefs such as churches, Sunday school, mosques, temples, synagogues including recreational facilities and residential quarters for incidental use. Does not include private schools or daycare.

Residential (Multi-Family Units): A structure composed of attached dwelling units which share any common building components, including, but not limited to, foundations, roofing and structural systems in accordance with City of Perris Zoning Ordinance, Chapter 19.26, such as condo, townhomes and apartments. This designation is used to recognize the existing mobile home park within the PVCC boundary.

Residential (Single-Family Detached Dwelling Unit): A free-standing unattached building for dwelling or residential use by one family unit which does not share any common building components such as foundations, roofing and structural systems, with any other structure or dwelling in accordance with City of Perris Zoning Ordinance, Chapter 19.25.

Schools, Technical and Trade: An educational institution designed to allow and encourage students to learn under the supervision of teaching instructors including vocational facilities that train students in a variety of skills needed to perform a certain job or career such as private, technical or trade schools.

Swap Meets (Indoor): An indoor gathering for the barter or sale of goods and services.

Swap Meets (Outdoor): An outdoor gathering for the barter or sale of goods and services.



Storage Uses (Ancillary): Facilities directly associated with and incidental to the primary use occupying less than 10% of the site or floor area used for the keeping of materials or products in an open, uncovered yard or in an unwallled building

Vehicle - Related Outdoor Storage and Other Facilities: Facility used to store vehicles such as towing yards, vehicle auctions and establishments where major body repair and painting occurs, excluding outdoor dismantling and salvage yards.

Vehicle - Related Routine Service and Maintenance: Facilities that provide routine vehicle-related services and maintenance for minor vehicle repairs such as incidental body or fender work, painting, upholstery, oil changes, engine tune-up, adjusting lights or brakes, or supplying and installing replacement parts of or for passenger vehicles and trucks. Also includes any building or lot having pumps and storage tanks where fuels, oils, or accessories for motor vehicles are dispensed, sold, or offered for sale at retail only as well as car washing facilities.

Warehouse: A place where goods, merchandise or equipment is stored for eventual distribution, such as a storehouse, distributor, showroom, laboratory, wholesale shop (with on-site merchandise) or for industrial uses. Refer to City of Perris Zoning Ordinance, Chapter, 19.44.090.A.

Wholesale Facilities: An establishment where the sale of goods in large quantities, as for resale by a retailer, takes place. Refer to City of Perris Zoning Ordinance, Chapter 19.08, 19.44.090.A.



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EXHIBIT 2

Perris Valley Commerce Center Specific Plan Amendment (Chapter 13.0 Implementation and Administrative Process of the PVCCSP)



13.0 IMPLEMENTATION AND ADMINISTRATIVE PROCESS

Section 13.0 outlines the methods by which development in the specific plan will be processed, the enhancements desired by the City, incentives that are available to potential developers, and infrastructure financing mechanisms.

13.1 Entitlement Processing Procedures

13.1.1 Decision Making Bodies and Responsibilities

City Council

The City Council of the City of Perris is the final decision-making authority on all amendments to the Specific Plan, subdivisions, permit revocations, and the referral of all permit types as listed below in Table 13.0-1.

Development Services Director

The Development Services Director or designee shall be the approval authority on all permitted uses, minor development plan reviews and minor modifications. In addition, the Development Services Director, or designee, may refer any application to the next higher authority due to special issues, impacts related to the project, or controversy. Refer to Table 13.0-1.

Planning Commission

The Planning Commission is the advisory body to the City Council in land use decisions for the City of Perris and the approval authority of land development requests such as development plan reviews and major modifications, as shown in Table 13.0-1. The Planning Commission may also refer any application to the City Council due to special circumstances or controversy.



13.1.2 Permit Types and Processes

Table 13.0-1, Permit Types and Processes

Application Type	Approval Authority	Public Hearing
Accessory Uses	Director of Development Services	No
Conditional Use Permit	Planning Commission	Yes
Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet.	City Council	Yes
Determination of Public Convenience or Necessity	Planning Commission	Yes
Development Plan Review	Determined by entitlement application	Yes
Specific Plan Amendment	City Council	Yes
Temporary Outdoor Uses	Director of Development Services	No
Variances	Planning Commission	Yes
Major Modification	Same authority as original project	Yes
Minor Modification	Director of Development Services	No
Other Actions	Approval Authority	Public Hearing
Administrative Determination	Director of Development Services	No
Permitted Uses Tentative/ Parcel Maps	Director of Development Services Planning Commission	No Yes

Accessory Uses (A)

These types of uses are only allowed subject to compatibility with the primary use of the property. Accordingly, Accessory Uses are clearly subordinate to, and supportive of, the primary use of the property. Accessory Uses are not allowed to be processed prior to the primary use, but may be processed concurrently with or after the primary use has been entitled. An Accessory Use may be approved after the primary use has been entitled only if no modifications to the entitled Development Plan is required as a result of the Accessory Use. The Development Services Director or designee is authorized to approve or deny requests for accessory uses.

Administrative Determination (AD)

When a land use is proposed, but not specifically listed within this Specific Plan as an allowable use, the Development Services Director or designee shall have the authority to determine if the

PERRIS VALLEY COMMERCE CENTER IMPLEMENTATION



proposed use is a Permitted Use and appropriate application for land use approval. In doing so, the proposed project will follow the approval procedure for that permit type.



Conditional Use Permits (CUP)

A conditional use is one which is not permitted by right but may be acceptable given an appropriate set of conditions of approval. Certain types of land uses within the Specific Plan are to be processed as a Conditional Use Permit. The Planning Commission is authorized to approve or deny such requests, upon a recommendation from the Development Services Department.

Determination of Public Convenience or Necessity (PCN)

As required by the California Department of Alcohol Beverage Control, the City must review and make finding of "Public Convenience and Necessity" for any business that wishes to sell alcohol beverages, where there already may be an "undue concentration" of such businesses within the same census tract. The Planning Commission is authorized to approve or deny any requests for determination of public convenience and necessity, upon a recommendation from the Development Services Department.

Development Plan Review (DPR)

All proposed structures or exterior modifications in commercial, industrial and multiple-family zones (landscape, parking, lighting, etc.), must be designed and reviewed through a Development Plan Review. The purpose of this application is to provide the City with certain site design information, such as floor plans, elevations, amount of parking required, etc. Any such application can be processed concurrently with any other applicable Permit. As such, the Development Services Director or designee, the Planning Commission, and/or the City Council is authorized to approve, conditionally approve, or deny any requests as per City of Perris Municipal Code 19.50.040.

Major/Minor Modifications (MM)

The Development Services Director or designee shall review any requests for revisions or modifications to approved projects and determine whether the proposed changes are "Major" or "Minor." Major Modifications are modifications to an approved permit that do not change the basic concept or use allowed by the original approval but may include but are not limited to, a significant increase in intensity of approved use, changes resulting in significant adverse affects, expansion within the approved permit area or changes to the original conditions or approval including extensions to the overall life of the permitted use. Major Modifications to approved projects shall be reviewed and processed in the same manner as the originating project.

Minor Modifications are changes to an approved permit that do not change the basic concept or use allowed by the original approval or the effect of an approval to surrounding property that may include but are not limited to: (1) modifications for upgrading facilities; (2) modifications for compliance with requirements of other public agencies; (3) modifications necessary to comply with the final conditions of approval; (4) minor improvements to site and architectural plans that do not increase the square footage of a project but are necessary to meet particular design intent and/or suit the needs of a new tenant; (5) modifications to on-site circulation and parking, lighting, fencing or walls (placement and/or height), landscaping and/or signage requirements,



provided those modifications will have no adverse effect upon public health, safety, welfare or the environment and; (6) proposed modification is exempt from provisions of California Environmental Quality Act. The Development Services Director or designee shall review all requests for Minor Modifications to approved projects and make a determination to approve or deny such requests. The approval of such modifications shall not extend the expiration date of the original approval, unless specifically requested by the revision.

Minor Adjustments (MA)

Although the Perris Zoning Ordinance describes provisions for Minor Adjustments to development standards, no such application is permitted in this Specific Plan. Any requests for minor modifications of development standards shall be considered through the Incentive Program.

Permitted Uses (P)

Permitted uses are those which shall be allowed provided they comply with existing City Ordinances and policies. See Land Use Table for types of land uses within the Specific Plan that are to be processed as a Permitted Use. Permitted uses are subject to review, public hearing and final determination by the Development Services Director or designee.

Specific Plan Amendments (SPA)

Any change to the Specific Plan boundaries, land use designations, land use allowances, development criteria, circulation plan, public facility plan, or other major component will require a Specific Plan Amendment. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

Temporary Outdoor Uses (TOU)

Events that are considered to be occurring on a recurring and/or a temporary basis are required to be approved through a Temporary Outdoor Use permit. All such events shall comply with Section 19.60 of the City of Perris Zoning Code. The Development Services Director or designee is authorized to approve or deny such requests.

Tentative Tract / Parcel Maps (TTM/TPM)

Any application for the division of land with the Specific Plan is to be processed as a Subdivision application. The Planning Commission is authorized to review and approve proposed applications for Parcel Maps (4 lots or fewer). The Planning Commission shall review and recommend either approval or denial of all tentative maps (five lots or more) to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

Variances (V)

With the adoption of certain findings as required by state law, requests for deviations from the adopted development standards may be processed by a Variance. However, a project proponent may either participate in the Incentive Program or request a Variance for any requested modifications to a given development standard. Upon recommendation of the



Development Service Director, the Planning Commission is authorized to approve or deny such requests.

Other Applications

Notwithstanding any indication to the contrary, nothing in this Specific Plan shall be construed to imply that the entitlement process for any other application not listed in this section is in any way modified from the normal procedures as set forth in Section 19.54.30 of the City of Perris Zoning Ordinance.

13.1.3 Procedures

Internal Review

The Development Services Department shall be the lead agency for any entitlement application. In doing so, the Department must consult with any other City department, County department, State department, or any other reviewing agency that has jurisdiction or authority over the application. During the review of the applications, it is the responsibility of the Department to review such applications against any and all City regulations.

Public Hearing Process

All decisions by the Planning Commission and the City Council shall be heard at a public hearing that is publicly advertised in accordance with Section 19.56 of the City of Perris Zoning Ordinance. No building permits, grading permits, sign permits, or any other permits may be issued until the Approval Authority has approved the project.

Appeals

Any decision by the Development Services Director or designee may be appealed to the Planning Commission, who shall then set the matter for a public hearing. The Planning Commission shall then approve or deny the appeal, and confirm or overturn the decision of the Development Services Director or designee.

Any decision by the Planning Commission may be appealed to the City Council, who shall then set the matter for a public hearing. The City Council shall then approve or deny the appeal, and confirm or overturn the decision of the Planning Commission. Decisions of the City Council are final.

13.2 Incentives Program

The Perris Valley Commerce Center will be a premiere example of an advanced and innovative commerce center for the region. The City of Perris will achieve this by encouraging and requiring high-end development through the use of detailed design guidelines and definitive development standards. Therefore, to encourage development that goes beyond the high quality development expected, the Perris Valley Commerce Center Specific Plan offers an incentive program that permits a variety of modified development standards in exchange for



project enhancements. In order to qualify for any incentives, the project proponent must demonstrate how the project exceeds the minimum requirements of the Specific Plan.

To initiate the Incentive Program, a meeting shall occur between the Development Services Department and the Project Proponent. Once the incentive program is developed and agreed upon by both the project proponent and City staff, the incentive program shall be incorporated into the conditions of approval of the project. The Approval Authority shall approve the modified standards at the same time as the project. However, in no case will standards or processes be modified to such an extent as to cause conflict with the functional use of the site, create a burden on neighboring properties, increase residential densities, violate state law, or infringe on the FAA PART 77 height requirements.

13.2.1 Incentives

The City is willing to negotiate several categories of the development standards for quality enhancements that include but are not limited to site amenities, landscape, public art, enhanced architecture, LEED certification and improvements. The greater the enhancements, the greater the modifications (or incentives) the City is willing to negotiate. The development standards that may be negotiated may include, but not be limited to:

- Lot Coverage (except within Airport Overlay)
- Setback Requirements
- Floor-Area Ratio Maximums (except within Airport Overlay)
- Height Restrictions (except within Airport Overlay)
- Parking Requirements
- Landscaping Requirements
- Wall / Fence Height
- Freestanding Signs (Number)
- Freestanding Signs (Height)
- Expedited Processing

Each of these incentives are to be viewed as "a la carte". For each enhancement that is provided to the City, only one standard may be negotiated. For instance, in exchange for a commitment to provide a modest level of public art, a 3% setback reduction may be negotiated, NOT a combination of setback reductions, FAR increases, landscaping reductions, and expedited processing. However, multiple enhancement categories may be negotiated for multiple incentives. For instance, an incentive for a public art dedication may be used in addition to an incentive for extra community improvements. The incentives used are cumulative across the enhancement categories for the entire project, but may not be cumulative within the same incentive category. The agreement between the project proponent and the City as to which enhancements are to be used in exchange for each level of incentive shall be presented to the appropriate hearing body as part of the entitlement process for the project. Table 13.0-2 can be used to assist the City and any potential developer, arrive at an agreement as to which standard will be negotiated for which incentive.



Modifications to the Incentive Program

The City may, at some point in the future, modify the Incentive Program by adding or reducing Enhancement Categories, or by adding or reducing Incentive Categories. Such a modification will require the adoption of a new Incentive Plan by the City of Perris, but will not mandate that a Specific Plan Amendment be adopted.

No Further Applications

Should a project proponent and the City agree to an incentive program for a given project, no application for a Minor Adjustment or Variance is necessary.

Modifications to the Specific Plan

No Modifications to the established land use designations or any other requirement of the Perris Valley Commerce Center Specific Plan are permitted without a Specific Plan Amendment, unless otherwise noted in the relevant section.



Table 13.0-2, Sample Incentive/Enhancement Worksheet

	ENHANCEMENT WORKSHEET	Enhancement Provided by Proponent	Incentive Given by City
Enhancement Categories	Site Amenities		
	Landscape		
	Art/Architecture		
	Improvements		
	LEED		



The following examples illustrate how the Incentive Program would work:

Example 1:

A warehouse/distribution center is proposed in the GI zone outside of the Airport Overlay. In exchange for a commitment by the developer to achieve a LEED Silver certification, the Development Services Department agrees to a recommended approval of 15% greater floor-area-ratio increase.

Table 13.0-3, Worksheet Example 1

ENHANCEMENT WORKSHEET		Enhancement Provided by Proponent	Incentive Given by City
Enhancement Categories	Site Amenities	Project Meets Code	None
	Landscape	Project Meets Code	None
	Art/Architecture	Project Meets Code	None
	Improvements	Nothing Provided Above Normal Requirements	None
	LEED	Silver Certification	15% FAR Increase



Example 2:

An indoor manufacturing building is proposed in the LI zone. The City recognizes that the developer proposes superior architecture at the building entrance that is visible from public view. In exchange, the Development Services Department agrees to a 1.5% reduction in the landscape requirements. Additionally, the developer proposes to include an employee day care center within the building. For this site amenity, the Development Services Department agrees to allow for a 10% increase in lot coverage.

Table 13.0-4, Worksheet Example 2

ENHANCEMENT WORKSHEET		Enhancement Provided by Proponent	Incentive Given by City
Enhancement Categories	Site Amenities	Employee Day Care	10% Increase in Lot Coverage
	Landscape	Project Meets Code	None
	Art/Architecture	Superior Architecture Provided	1.5% Reduction in Landscaping
	Improvements	Nothing Provided Above Normal Requirements	None
	LEED	Project Intends to Achieve LEED Certification	None



Example 3:

A new commercial shopping center with drive-thru restaurants is proposed in the "CC" zone. The developer chooses to install public artwork at the primary entrance of the property. In exchange for this improvement, the Development Services Department agrees to a 10% decrease in the setback requirement. In addition, the developer proposes to incorporate an outdoor food court/plaza area that is larger than what is normally required. For this improvement, the Development Services Department agrees to a 5% reduction in the parking requirements. In exchange for the commitment of road improvements longer than what would normally be required (i.e., Community Improvements), the Development Services Department agrees to allow for an increase in tenant signage.

Table 13.0-5, Worksheet Example 3

ENHANCEMENT WORKSHEET		Enhancement Provided by Proponent	Incentive Given by City
Enhancement Categories	Site Amenities	Larger Plaza Area Provided than Code Requires	5% Reduction in Parking
	Landscape	Project Meets Code	None
	Art/Architecture	Public Artwork Provided	10% Reduction in Setback Requirements
	Improvements	Project Exceeds Frontage Road Improvements Requirements	Allowance of increased tenant signage
	LEED	Project Intends to Achieve LEED Certification	None



13.2.2 Lot Coverage

For each of the land use designations, the standard for maximum lot coverage by structure is 50%, (with the exception of residential zones which are 40%), i.e., a 10,000 square foot commercial lot may be covered by 5,000 square feet of buildings. The City may be willing to allow for a greater lot coverage percentage than what is normally allowed. Increased lot coverage is not permitted in the Airport Overlay Zone.

13.2.3 Setback Requirements

There are several different setback requirements for each of the non-residential zones. Each of these setbacks regulates how close a given structure may be to a private property line, public road right-of-way or residential use. The City is willing to negotiate only those regulations that pertain to setback requirements that do not adjoin residential land uses. Such reductions require special notice to and consent of adjacent land owners. Correspondingly, the standards may either be reduced on a percentage or by a linear basis.

13.2.4 Floor-Area Ratio Maximums

Floor-Area Ratios (FARs) are calculated by dividing the total square footage of the structure by the square footage of the lot area. Correspondingly, the City may be willing to negotiate a higher FAR. The implications of which may mean that a given structure may have more floors than would normally be allowed, be higher than what would normally be required, or cover a greater percentage of the lot than what is normally allowed. Should the City increase the FAR maximum for any given project, some allowances should also be made for the building height and/or the maximum lot coverage by structure. Care should be taken to stay within the safety requirements of FAA Part 77 when negotiating this standard. Increase floor area ratios are not permitted within the Airport Overlay Zone.

13.2.5 Height Restrictions

The City is willing to negotiate how tall any structure can be within a given project. Height increases shall be measured by a vertical foot basis, not a percentage basis. Care should be taken to stay within the safety requirements of FAA Part 77 when negotiating this standard.

13.2.6 Parking Requirements

Parking requirements of the Perris Valley Commerce Center Specific Plan are exactly reflective of Chapter 19.69, Section 19.69.30, Subsection B of the City of Perris Zoning Ordinance. Should the City of Perris be willing to negotiate this standard, it shall be reduced on a percentage basis.

13.2.7 Landscape Requirements

Each of the non-residential zones within the specific plan has a minimum 10% lot coverage requirement for landscaping. In certain instances, the City may be willing to negotiate a lower percentage. However, in no instance would the City be willing to lower the quality or the character of the project landscaping. Should the City be willing to negotiate a reduction of landscaping coverage, it shall be on a lot coverage percentage basis. Care should be taken,



when negotiating this standard, to comply with any drainage requirements, water quality requirements, or buffer zones.

13.2.8 Freestanding Signs (Number)

For retail or office projects, the project proponent may desire a greater number of signs than what would normally be allowed by strict enforcement of Section 19.75 of the Perris Zoning Ordinance. The City may be willing to negotiate a greater number of signs.

13.2.9 Freestanding Signs (Height)

For retail or office projects, the project proponent may desire a higher sign than what would normally be allowed by the strict enforcement of Section 19.75 of the Perris Zoning Ordinance. The City may be willing to negotiate this standard.

13.2.10 Wall/Fence Height

The project proponent may desire greater flexibility in the type and/or height of wall/fencing than what would normally be allowed by strict enforcement of Section 19.02.040 of the Perris Zoning Ordinance. The City may be willing to negotiate on wall/fence type and/or height.

13.2.11 Expedited Processing

Expedited Processing is a commitment by the City to bring the development project to a hearing within 60 days of accepting a complete application. The City may be willing to negotiate this standard, provided that proper environmental clearance and legal noticing has been achieved.

13.3 Enhancements

Enhancements in green design, architecture, and other improvements are encouraged within the Specific Plan Area. The City desires that these enhancements be cumulative and reinforcing to create a more aesthetically pleasing development, in addition to establishing a greater sense of place and identity within the community. The green design enhancements that are desired by the City are intended to meet Goals II, III and IV of the Sustainable Development Section of the Conservation Element of the General Plan. Each of the site design enhancements is, by definition, up to interpretation by the City. Therefore, any incentive that is given to a development for participating in this program will be negotiated between the City of Perris and the project proponent. The categories of Enhancements that are desired by the City are as follows:

- Enhanced Site Amenities
- Enhanced Landscaping
- Public Art / Enhanced Architecture
- Community Improvements
- LEED Certification Eligibility

13.3.1 Enhanced Site Amenities

The Perris Valley Commerce Center Specific Plan encourages development that is functional and promotes superior aesthetics. By providing enhanced site amenities, individual property owners will advance their own business interests and those of the greater community. Amenities may include, but are not limited to:

- On-site employee child day-care for large businesses that do not use or store significant amounts of hazardous materials provided there are no restrictions as a result of the Airport Overlay Zone.
- On-site employee gym, shower, or exercise equipment that encourages physical fitness and employee retention in buildings less than 100,000 square feet.
- Outdoor seating areas, public spaces, and plazas that encourage employee interaction and outdoor dining.
- On-site cafeterias to encourage workers to stay at work for lunch, reducing the amount of driving needed.
- Convenient carpool covered parking, employee drop-off areas and/or electric vehicle recharging stations to encourage trip reduction and improved air quality.
- Other amenities as proposed by site developers and acceptable to the City.

13.3.2 Enhanced Landscaping

It is the desire of the City of Perris to encourage private developments to install landscaping that exceeds normal requirements in order to enhance the pedestrian-friendly experience and improve the overall aesthetics of the project. Amenities may include, but are not limited to the use of:

- "Specimen" or "heritage" trees (60" box or larger) in focal areas.
- Down-lighting to enhance landscape features.
- Larger plant materials than would be required.
- Metallic vine trellises.
- Enhanced landscaping elements.
- Walkways with pergolas.

13.3.3 Public Art / Enhanced Architecture

Public art expresses the spirit, vitality, past history, and future vision of a place. By definition, public art is placed in the public realm and is visible to members of the general public. This could be on-site or an alternate location, agreed upon by the project proponent and the city. Public art may be incorporated into the architecture of the building provided that the "artistic element" is visible from the public realm. The Planning Department will make the determination as to the recognition of public art and/or enhanced architecture. The City of Perris may institute a public art program at some time in the future. The creation of such a program will not necessitate an amendment to the Perris Valley Commerce Center Specific Plan, nor will compliance with such a program constitute a project enhancement.



13.3.4 Community Improvements

Community improvements typically associated with commercial and industrial development are related to infrastructure needs such as improved roadways or parkways, extension or upgrades to water and sewer, and other services relevant to business operation. In some instances, improvements of facilities beyond what is minimally necessary to serve a proposed project may be required where deemed to be in the best public interest. In addition, the installation or funding of other public facilities, such as a fire station or library, may be considered a Community Improvement.

13.3.5 LEED Certification Eligibility

LEED Certification Eligibility is based on LEED New Construction and the California Green Building Code (part 11 of Title 24). LEED has four levels of certification: Certified, Silver, Gold, and Platinum. The Project proponent must indicate a commitment to reach a particular level of LEED certification prior to project approval. At a minimum, the City will mandate that any new entitlement shall attempt to achieve a "Certified" status. For each level of LEED Certification that the project proponent intends to meet in excess of "certified" status, the City shall reward a corresponding level of incentive.

13.4 Financing and Maintenance Mechanisms

North Perris Road and Bridge Benefit District (NPRBBD)

The City has established the North Perris Road and Bridge Benefit District (NPRBBD). The NPRBBD boundary is the same as the Perris Valley Commerce Center Specific Plan boundary. The purpose of the NPRBBD is to streamline the financing of specific regional road and bridge improvements determined to benefit the developing properties within the boundaries. The road and bridge improvement fee is a one-time fee paid to the City, prior to recordation of a Final Tract or Parcel Map, or prior to the issuance of a building permit. The payment of the NPRBBD fee is not intended to relieve the subdivider, developer, or applicant of a building permit from the requirements imposed under other provisions or Ordinances of the City of Perris to dedicate and improve roads as a condition of approval of a tentative map or building permit.

The selected facilities are needed to provide acceptable levels of service in conjunction with the planned development of the area. Eligible facilities are those which will provide a regional benefit and are shown on the Circulation Element of the Comprehensive General Plan of the City of Perris. The NPRBBD includes Expressway, Arterial, and Secondary Arterial classifications of roadway.

This Perris Valley Commerce Center Specific Plan proposes no drainage facilities to be maintained by the City, with the exception of facilities within the road rights-of-way. Therefore, all facilities other than facilities to be constructed in the road rights-of-way will either be privately maintained or maintained by the Riverside County Flood Control District.



Landscape Maintenance Responsibility

Maintenance for the landscape within the street rights-of-way shall be provided by a landscape maintenance district (LMD). The responsibility for all on-site landscape maintenance shall be that of the adjacent property owner or entity residing in the facility and shall be completely independent of the LMD. When water quality BMP's are adjacent to the street rights-of-way, an easement will be provided for this facility. The maintenance of the landscape and the BMP's will become the responsibility of the LMD.

Any landscaping within public road rights-of-way will require approval by the City and assurance of continuing maintenance through the establishment of a landscape maintenance district, similar mechanism, or Conditions, Covenants and Restrictions (CC&R's), as approved by the City Engineer.

North Perris Public Safety Community Facilities District

Implementing development projects within PVCC Specific Plan will be required to annex to the North Perris Public Safety Community Facilities District (CFD) and pay a special tax for the provision of public Safety (i.e. police and fire) services. These special tax proceeds help finance public safety services, including police protection.

ATTACHMENT 2

**Planning Commission Staff Report without
Exhibits– Dated November 19, 2025**



CITY OF PERRIS

PLANNING COMMISSION

AGENDA SUBMITTAL

- MEETING DATE:** November 19, 2025
- SUBJECT:** Specific Plan Amendment 25-00006 and Zoning Code Text Amendment 25-00007 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP) and the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Applicant: City of Perris.
- REQUESTED ACTION:** Adopt Resolution 25-28, recommending that the City Council determine the project is exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Zoning Code Text Amendment 25-00007 to amend the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, based on the findings contained herein.
- Adopt Resolution 25-29, recommending that the City Council determine the project is adequately covered by the PVCCSP EIR (SCH# 2009081086) and no further environmental review is required. The proposed amendment also qualifies to be exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061 (b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 to amend the PVCCSP requiring a Conditional Use Permit for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein.
- CONTACT:** Patricia Brenes, Planning Manager
-

PROJECT BACKGROUND:

On September 30, 2025, Councilmember Corona directed staff to initiate a Zoning Code Amendment requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial Zones to provide a higher standard of review and discretion for larger industrial projects to ensure that they will not negatively affect surrounding areas. The higher level of discretion includes making the following findings related to compatibility with the surrounding areas, along with public health and safety, as summarized below.

1. The proposed location of the conditional use is in accord with the objectives of the Zoning Code and the purposes of the zone in which the site is located.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.
3. The proposed location of the Conditional Use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

Under the current Zoning Code, industrial warehouses and distribution uses are permitted in the LI and GI Zones with a Development Plan Review (DPR), subject primarily to compliance with development standards, including setbacks, lot coverage, height limits, architectural design guidelines, and the ability to make the necessary findings.

PROPOSED AMENDMENT

In accordance with Councilmember Corona's direction, the proposed amendment will involve amending Chapter 2.0 of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 of the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

Zoning Code

With the proposed Zoning Code Text Amendment, warehouses and distribution centers in the Light Industrial (LI) and General Industrial Zones would require approval of a Conditional Use Permit and would no longer be permitted by right with a Development Plan Review. The amendment would amend the Land Uses table in Section 19.44.020 as shown in red on the following page:

Allowed Land Uses in Industrial Zones				
Land Use	BP	LI	GI	See Section
Warehouse - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P CUP	P CUP	Chapters 19.08, and 19.44
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P CUP	P CUP	Chapters 19.08, and 19.44

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will also be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, instead of the Planning Commission, which is the standard approving authority of other CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	Review Authority	Approval Authority
<ul style="list-style-type: none"> • Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet 	<ul style="list-style-type: none"> • Staff • Responsible Agencies • Planning Commission 	<ul style="list-style-type: none"> • City Council

Perris Valley Commerce Center Specific Plan (PVCCSP)

The PVCCSP is proposed to be amended to be consistent with the Zoning Code amendment. Warehouses and distribution centers in the Light Industrial (LI) and General Industrial Zones would require approval of a Conditional Use Permit and would no longer be permitted by right with a Development Plan Review. The amendment would also amend Table 2.0-2 Land Uses and Table 13.0-1 Permit Types and Processes to require a Conditional Use Permit and consideration by the City Council for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

Lastly, this amendment would add a provision in Chapter 19.44 (Industrial Zones) of the Zoning Code and Chapter 2 of the PVCCSP clarifying that any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Development Plan Review (DPR) issued prior to adoption of this Amendment, may continue to operate in the LI and GI Zone as permitted use, provided the DPR remains valid and has not expired.

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper as an eight-page ad in compliance with the noticing requirements in the Zoning Code for

citywide projects. As of the preparation of the staff report, staff has not received any comments regarding this project.

RECOMMENDATION

Adopt Resolutions No. 25-28 and 25-29 recommending that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines under Sections 15162 and 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 and Zoning Code Text Amendment 25-00007 to amend Chapters 2.0 and 13.0 of the Perris Valley Commerce Center Specific Plan and Chapters 19.44 and 19.54 of the Zoning Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the General Fund.

Prepared by: Rafael Garcia, Principal Planner
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

- ~~A. Resolution 25-28 recommending approval of the Zoning Code Text Amendment~~
- ~~B. Resolution 25-29 recommending approval of the Specific Plan Amendment~~
- ~~C. Notice of Public Hearing~~

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

ATTACHMENT 3

**City Council Staff Report without
Attachments– Dated December 9, 2025**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: December 9, 2025

SUBJECT: Zoning Code Text Amendment 25-00007– A proposal to amend the Perris Municipal Code requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Introduce Ordinance Number (*next in order*) determining the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption) and approving Zoning Code Text Amendment 25-00007 to amend Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 (Zoning Code) of the Perris Municipal Code to require a Conditional Use Permit and City Council approval for warehouses and distribution centers in the Light Industrial and General Industrial Zones, based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

On September 30, 2025, Councilmember Corona directed staff to initiate a Zoning Code Text Amendment (Code Amendment) requiring a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones to provide a higher level of review and discretion for large industrial projects to ensure that they do not adversely impact surrounding areas. Currently, this type of industrial building is subject to a Development Plan Review application and Planning Commission approval. The Code Amendment was presented to the Planning Commission on November 19, 2025, and the Commission voted 5-0 to recommend City Council approval.

The City Council is now requested to consider amending the City-wide zoning code to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the LI and GI zones. To maintain consistency with the City-wide Zoning Code update, the Perris Valley Commerce Center Specific Plan (PVCCSP) is also proposed for amendment to reflect this requirement. However, due to procedural requirements associated with tribal consultation mandated by State law for Specific Plan amendments, this

update is expected to be before the City Council for consideration on February 24, 2026, subject to completion of the tribal consultation process.

Development Plan Review Versus Conditional Use Permit Process

Under current regulations, warehouse and distribution uses in the LI and GI Zones may be approved through a Development Plan Review (DPR), provided they meet applicable development standards related to setbacks, height, lot coverage, architectural design, and required findings. Requiring a Conditional Use Permit will introduce a higher level of discretionary review, including findings related to consistency with the objectives of the Zoning Code and the General Plan, compatibility with surrounding uses and public health and safety, compatibility of the architecture with the surrounding development, and landscaping that provides visual relief and enhances the site’s overall appearance.

PROPOSED ZONING CODE TEXT AMENDMENT

The proposed amendment involves amending Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 of the Perris Municipal Code to require a CUP and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the LI and GI Zones. Under the proposed Zoning Code Text Amendment, warehouses and distribution centers would no longer be permitted by right with approval of a DPR.

The amendment would amend the Allowed Land Uses table in Section 19.44.020 as shown in red below:

Allowed Land Uses in Industrial Zones				
Land Use	BP	LI	GI	See Section
Warehouse - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P CUP	P CUP	Chapters 19.08, and 19.44
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P CUP	P CUP	Chapters 19.08, and 19.44

- Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will also be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	Review Authority	Approval Authority
<ul style="list-style-type: none"> • Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet 	<ul style="list-style-type: none"> • Staff • Responsible Agencies • Planning Commission 	<ul style="list-style-type: none"> • City Council

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. As of the writing of this staff report, staff has received one (1) comment letter from Jeffer Mangels Butler & Mitchell LLP on behalf of Perris-Harley, LLC, submitted on the day of the Planning Commission meeting, opposing the proposed amendment and arguing that requiring a CUP for warehouse uses is unnecessary under existing regulations and would result in additional costs, delays, and uncertainty.

RECOMMENDATION:

The Planning Commission recommends that the City Council find the Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption) and introduce Ordinance (*next in order*) approving Zoning Code Text Amendment 25-00007 to amend Chapters 19.44 and 19.54 of Title 19 (Zoning Code) of the Perris Municipal Code to require a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers over 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
 Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
 Assistant City Manager: _____
 Director of Finance: _____

~~Attachments:~~

- ~~1. Ordinance No. (*Next in Order*) exempting the Project from CEQA and amending Chapters 19.44 and 19.54 in Title 19 of the Perris Municipal Code~~
- ~~2. Planning Commission Staff Report without Attachments– Dated November 19, 2025~~
- ~~3. Public Comment – In Opposition~~
- ~~4. Notice of Public Hearing~~

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

ATTACHMENT 4

**City Council Staff Report without
Attachments– Dated February 24, 2026**



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 24, 2026

SUBJECT: Specific Plan Amendment 25-00006 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number (*next in order*) finding that the Project is adequately covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

On December 9, 2025, the City Council approved a citywide Zoning Code Text Amendment (Code Amendment) to require a Conditional Use Permit application process and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

This replaces the requirement of a Development Plan Review application and Planning Commission approval, as requiring a Conditional Use Permit will introduce a higher level of discretionary review for findings to approve a project, including consistency with the Zoning Code, General Plan, and compatibility with surrounding uses for public health and safety.

The December 9, 2025, City Council approval did not include an update to the Perris Valley Commerce Center Specific Plan (PVCC Specific Plan) due to procedural requirements associated with tribal consultation mandated by State law for Specific Plan amendments. Staff indicated that upon conclusion of the tribal consultation process, this would be brought before the City Council.

Now that the tribal consultation process has concluded, staff is requesting that the City Council approve the Specific Plan Amendment so that the requirement for a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the GI and LI zones is also part of the PVCC Specific Plan.

These changes are consistent with the Planning Commission's 5-0 approval recommendation to the City Council on November 19, 2025.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The proposed amendment would amend Table 2.0-2, Land Uses, and Table 13.0-1, Permit Types and Processes, of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Under the proposed Specific Plan Amendment, warehouses and distribution centers would no longer be permitted by right with approval of a DPR.

Allowed Land Uses in Industrial Zones				
Land Use	BPO	LI	GI	See Section
Warehouse/distribution center				Chapter 19.44
- Up to 50,000 square feet	A	P	P	
- Larger than 50,000 square feet		CUP	CUP	

Notes: PRO: Use is prohibited in this zone
 P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
 CUP: Conditional Use Permit is required

The Approval Authority Table will be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Approval Authority provisions contained in Section 13.1.2 as shown in red below:

Permit Types and Processes		
Type of Application	Approval Authority	Public Hearing
<ul style="list-style-type: none"> • Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet 	<ul style="list-style-type: none"> • City Council 	<ul style="list-style-type: none"> • Yes

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. No comments have been provided to date.

RECOMMENDATION:

Staff recommends that the City Council find the Project is covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

- ~~1. Resolution No. (Next in Order) Amending Chapters 2.0 and 13.0 of the PVCCSP~~
- ~~2. Planning Commission Staff Report with Exhibits– November 19, 2025~~
- ~~3. City Council Staff Report without Attachments– Dated December 9, 2025~~
- ~~4. Notice of Public Hearing~~

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

ATTACHMENT 5

Notice of Public Hearing

PUBLIC HEARING NOTICE

This may affect your property. Please read:

Notice is hereby given that the City Council of the City of Perris will hold a Public Hearing on the item below:

CASE NO: Specific Plan Amendment 25-00006

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

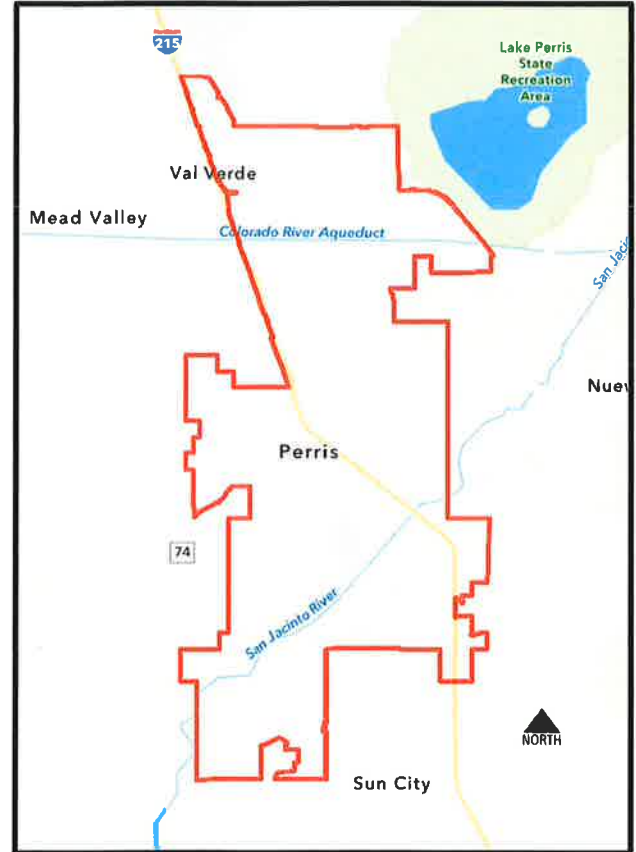
LOCATION: Citywide

PROPOSAL: A proposal to consider a Specific Plan Amendment to the Perris Valley Commerce Specific Plan requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones.

ENVIRONMENTAL DETERMINATION: The proposed Zoning Code Text Amendment has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. The proposed Amendment consists of a text amendment to update the city's Zoning Code to require a Conditional Use Permit for warehouses and distribution centers over 50,000 square feet within the Light Industrial and General Industrial Zones, which will not have a significant impact on the environment and therefore is exempt from the provisions of CEQA.

PUBLIC HEARING: This project is scheduled to be considered by the City Council on April 14, 2026, at 6:30 p.m. The Planning Commission considered the project on November 19, 2025, and recommended to the City Council that the project be **Approved** by a vote of 5 ayes, 0 noes.

Any person affected or concerned by this application may submit written comments to the City Clerk's Office before the City Council hearing and not later than 5:00 p.m. on April 14, 2026. At the time of the public hearing, any person may appear and be heard in support of or opposition to the project. The City Council, at the hearing or during deliberations, could recommend approval of an alternative proposal for the above project, including any changes to the proposal. Any person challenging this project in court may be limited to raising only those issues identified at the public hearing described in this notice or writing delivered to the City Council before the public hearing.



CITY COUNCIL PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time: April 14, 2025, at 6:30 p.m.
Project Planner: Rafael Garcia, Principal Planner
Phone: (951) 943-5003
Email: RGarcia@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003



CITY OF PERRIS 11.C.

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Proposal to update the Transportation Uniform Mitigation Fee (TUMF) Program to include a Construction Cost Index (CCI) adjustment for fees on all developments in the City of Perris

REQUESTED ACTION: Introduce the first reading of an Ordinance to amend and update the City of Perris TUMF Program to include a Construction Cost Index adjustment for fees.

Adopt a resolution to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND

The City of Perris is a member of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in western Riverside County. As a participating agency, the City of Perris is periodically requested to update applicable Ordinances and Resolutions to authorize the imposition of development impact fees in alignment with WRCOG to fund roadway networks in the Riverside County Region, which is established through a Nexus Study. Recent projects in Perris that have benefited from this fee imposition include approximately \$14 million that the City of Perris secured from WRCOG for the Ethanac Bridge project, which is currently under construction.

On December 1, 2025, the WRCOG Executive Committee approved the implementation of a yearly Construction Cost Index (CCI) adjustment for all TUMF land uses with a cap at 5% annually. WRCOG, early this year, contacted member jurisdictions, including Perris City, to adopt an Ordinance and Resolution to update the TUMF Program to include a yearly CCI adjustment to fees that the Council adopted on February 25, 2025, as part of a 2024 Nexus Study prepared by WRCOG. The new TUMF fees adopted in 2025 were to address the funding shortfall for roadway networks in Riverside County, as it had not been updated since 2003. The proposal now is to include a Construction Cost Index intended to keep pace with increases in construction cost and to avoid large increases at a time when another comprehensive TUMF Nexus study update is needed.

DISCUSSION

The attached Ordinance provides the legal basis for the TUMF schedule. The actual TUMF schedule will be established through resolution.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2024 Nexus Study: (i) identifies the purpose of the revised fees; (ii) implements an annual Construction Cost Index (CCI) adjustment with a 5% cap whether positive or negative, (iii) updates the definitions of single-family residential unit and multi-family residential unit. Applying these indices to the TUMF schedule will result in increased funding, which will help the program and help member agencies with project completion. Without these adjustments, cities face limitations in funding, potentially leading to project delays or the need to seek alternative funding sources.

The chart below illustrates the existing fee and proposed fee with the resolution adjustment, that will be effective July 1, 2026:

Current Fee	As of July 1, 2026	Land Use Type
\$ 12,380.00	\$ 12,705.00	per single-family residential unit 1,800 SF or less
\$ 13,927.00	\$ 14,292.00	per single-family residential unit between 1,801 and 2,300 SF
\$ 15,476.00	\$ 15,881.00	per single-family residential unit between 2,301 and 2,700 SF
\$ 19,344.00	\$ 19,851.00	per single-family residential unit greater than 2,700 SF
\$ 7,816.00	\$ 8,021.00	per multi-family residential unit
\$ 2.33	\$ 2.39	per square foot of an industrial project
\$ 7.72	\$ 7.92	per square foot of a retail commercial project
\$ 4.89	\$ 5.02	per square foot of a service commercial project
\$ 2.45	\$ 2.51	per square foot of a service Class A and B office

Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs (CCI).

An automatic annual CCI adjustment ensures that fee levels keep pace with increases in cost of constructing transportation projects and avoids large increases at comprehensive TUMF Nexus Study updates. Annual CCI adjustments will be capped at 5% whether positive or negative.

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the City Council meeting was published in the local newspaper as an eight-page ad in compliance with the noticing requirements for fee updates that apply citywide, along with email notification to the local development community consisting of the Building Industry of Southern California-Riverside County Chapter and NAIOP, which serves as a local chapter for industrial and commercial development. As of the preparation of the staff report, staff has not received any comments regarding this project.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce and approve Ordinance Number (Next in Order) amending the City's TUMF ordinance to establish annual adjustments using the Construction Cost Index (CCI) for land, labor, and material costs. The adjustment will enable WRCOG to keep pace with rising construction costs associated with the TUMF regional roadway network, effective July 1, 2026.



Staff recommends that the City Council adopt Resolution Number (Next in Order) to implement the updated TUMF fee schedule effective July 1, 2026.

These actions will maintain compliance with WRCOG guidelines and the Mitigation Fee Act (Gov. Code §§ 66000 et seq.) and will help ensure continued funding for transportation improvements associated with new development.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is covered in the 2025-2026 General Fund budget.

Prepared by: Gustavo Lua, Counter Services Supervisor

REVIEWED BY: Jorge Caballero, Building Official/Fire Marshall

Assistant City Manager 
Assistant City Manager 
Director of Finance _____

- Attachments: 1. Ordinance (Next in Order)
2. Current Ordinance 1452, not including the 2024 nexus study
3. Nexus Study Link
4. Resolution (Next in Order)
5. Notice of Public Hearing

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

ATTACHMENT 1

ORDINANCE NO. (NEXT IN ORDER)

ORDINANCE NO. (NEXT IN ORDER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

WHEREAS, the City of Perris is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial and industrial development; and

WHEREAS, in furtherance of this plan, the WRCOG Executive Committee adopted the “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”); and

WHEREAS, based on the 2002 Nexus Study, the City adopted Ordinance No. 1114 on April 8, 2003 (the “TUMF Ordinance”) pursuant to California Government Code Sections 66000 et seq. authorizing the City to impose the Transportation Uniform Mitigation Fee (“TUMF”) upon new development; and

WHEREAS, in 2016, the TUMF Nexus Study (“2016 Nexus Study”) was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, on September 12, 2017 the City adopted Ordinance No. 1352 which adopted the 2016 Nexus Study and updated the TUMF; and

WHEREAS, in 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018; and

WHEREAS, the City adopted Ordinance No. 1452 on February 25, 2025 allowing WRCOG to calculate and collect TUMF on behalf of the City; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2024 Update” (“2024 Nexus Study”) pursuant to California Government Code Sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees; and

WHEREAS, in September 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, Ordinance No. 1452 adopted the 2024 Nexus Study and its findings; and

WHEREAS, the TUMF Administrative Plan calls for a Construction Cost Index (“CCI”) adjustment to be brought forth to the WRCOG Executive Committee on an annual basis; and

WHEREAS, on December 1, 2025, the WRCOG Executive Committee approved the implementation of an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record with a cap at 5% of any annual adjustments; and

WHEREAS, an automatic CCI adjustment ensures that fee levels keep pace with increases in cost of constructing transportation projects and avoids large increases at comprehensive TUMF Nexus Study updates; and

WHEREAS, this approach also allows for consistency and predictability for the TUMF Program, while ensuring that the fair share principles under AB 1600 are satisfied; and

WHEREAS, the City Council desires to provide for automatic inflationary adjustments to the TUMF to reflect changes in construction costs over time, without modifying the underlying fee nexus, land use assumptions, or fee methodology; and

WHEREAS, Ordinance Nos. 1114, 1352 and 1452 were never codified as part of the City’s Municipal Code; and

WHEREAS, the City Council now desires to add Section 19.68.030 (Transportation Uniform Mitigation Fee) to Chapter 19 (Fees) of the Perris Municipal Code to: (1) implement an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record with a cap at 5% of any annual adjustments, by updating Ordinance No. 1452; (2) codify Ordinance Nos. 1114 and 1352 by incorporating these ordinances by reference; and (3) rescind Ordinance No. 1452.

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

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

Section 2. **CEQA.** This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the “CEQA Guidelines”), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a “project” for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence,

that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Section 3. Code Amendment. Section 19.68.030 (Transportation Uniform Mitigation Fee) is hereby added to Chapter 19.68 (Fees) of the Perris Municipal Code to read as follows:

“Sec. 19.68.030. -- Transportation Uniform Mitigation Fee

(a) Title. This Ordinance shall be known as the “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2026.”

(b) Definitions. The following words, terms and phrases shall have the following meanings:

(1) **“Class ‘A’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘A’ Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

(2) **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B’ Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

(3) **“Development Project” or “Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

(4) **“Gross Acreage”** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

(5) **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

(6) **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

(7) **“Low Income Residential Housing”** means “Residential Affordable Units”: (A) for rental housing, the units shall be made available, rented and restricted to “lower income households” (as defined in Health and Safety Code Section 50079.5) at an “affordable rent” (as defined in Health and Safety Code Section 50053). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development; and (B) for for-sale housing, the units shall be sold to “persons or families of low or moderate income” (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser’s monthly housing cost to exceed “affordable housing cost” (as defined in Health and Safety Code Section 50052.5). Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

(8) **“Multi-Family Residential Unit”** means a residential dwelling unit that is physically attached to one or more other dwelling units by a shared wall, floor, ceiling, roof, or structural foundation, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). Multi-family residential units include, but are not limited to, duplexes, townhomes, apartments, and condominiums with attached units. Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

(9) **“Non-Residential Unit”** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

(10) **“Recognized Financing District”** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

(11) **“Residential Dwelling Unit”** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. “Residential Dwelling Unit” shall not include hotels or motels.

(12) **“Retail Commercial Project”** means any development project that proposes any retail commercial activity use not defined as a service commercial project allowed in the following classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dining facility residing on the retail commercial development premises.

(13) **“Service Commercial Project”** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

(14) **“Single Family Residential Unit”** means a residential dwelling unit that is physically detached from any other dwelling unit, sharing no common wall, floor, ceiling, roof, or structural foundation with another dwelling unit, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

(15) **“TUMF Participating Jurisdiction”** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

(16) **“Disabled Veteran”** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

(17) **Government/public buildings, public schools, and public facilities** means any owned and operated facilities by a government entity in accordance with Section 19.68.030(c)(6)(b). A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply as a government entity in accordance with Section 19.68.030(c)(6)(b) only if all of the following conditions are met:

a. The new development being constructed is subject to a long-term lease with a government agency.

b. The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

- c. No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction and any extensions thereof.
- d. The new development is constructed at prevailing wage rates.
- e. A copy of the lease is provided to the applicable jurisdiction and to WRCOG.
- f. Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

(18) **“Non-profit Organization”** means an organization operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c)(3) charitable organization as defined by the Internal Revenue Service.

(19) **“Long-Term Lease”** as used in the TUMF Program, a “long-term lease” shall mean a lease with a term of no less than twenty years.

(20) **“Mixed-Use Development”** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

(21) **“Guest Dwellings” and “Detached Second Units”** according to the State of California legal definition as following: 1) Complies with the State of California Department of Housing and Community Development *Accessory Dwelling Unit Handbook* and 2) Are ministerially approved by each jurisdiction’s local codes.

(22) **“TUMF Administrative Plan”** means that the TUMF Administration Plan adopted by the WRCOG Executive Committee May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

(c) **Establishment of the Transportation Uniform Mitigation Fee.**

(1) **Adoption of TUMF Schedule.** The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time by resolution.

(2) **Fee Calculation.** The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

- Underlying zoning of the site

- Land-use classifications in the latest Nexus Study
- Project specific traffic studies
- Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual
- Previous TUMF calculations for similar uses
- WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution

WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the City. In case of a conflict between the applicant, WRCOG, and/or the City regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

(3) **Fee Adjustment.** The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution referenced in Section 19.68.030(c)(1), the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Section 19.68.030, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Section 19.68.030.

a. Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs.

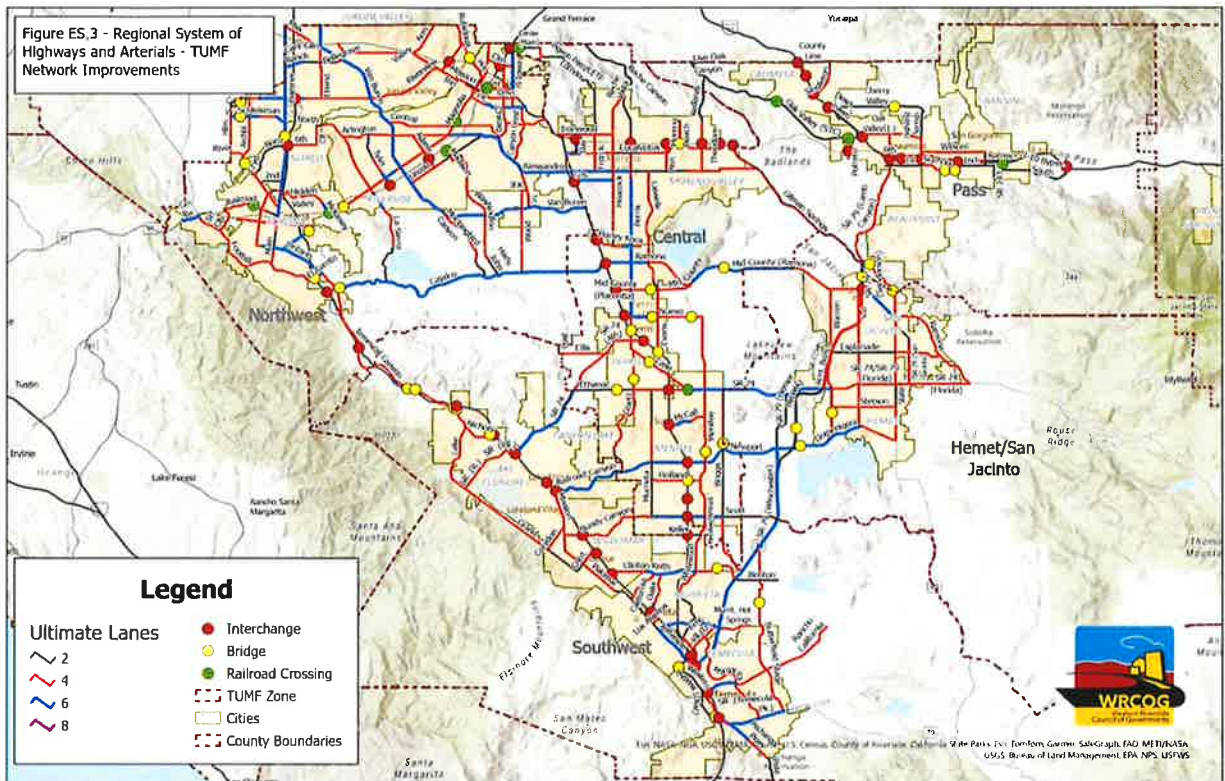
The annual adjustment shall be calculated by WRCOG based on a blended Construction Cost Index derived from: (1) the National Association of Realtors – Median Sales Price of Existing Single-Family Homes, and (2) the Engineering News-Record (ENR) Construction Cost Index, using the September values of each index from the prior calendar year.

The percentage adjustment applied to the TUMF shall equal the annual percentage change in the blended index; provided, however, that in no event shall the annual adjustment exceed five percent (5%), whether positive or negative.

The calculated adjustment shall be implemented on July 1 of the year following index calculation.

If either referenced index is discontinued or materially altered, WRCOG shall apply a comparable, industry-recognized index that most closely reflects regional transportation construction costs.

(4) **Purpose.** The purpose of the TUMF is to fund those certain improvements to the Regional System depicted in the Map of Regional System below and identified in the 2024 Nexus Study found in the link immediately following the map:



<https://www.wrcog.us/programs/tumf/#docaccess-66674d71aefa5a27024115a6acabe7bb67e1a5e3ec1d9d2df9fdadd636a28d4c>

(5) **Applicability.** The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

(6) **Exemptions.** The following types of new development shall be exempt from the provisions of this Section 19.68.030 and in TUMF Administrative Plan:

a. Low income residential housing as described in Section 19.68.030(b)(7) and in the TUMF Administrative Plan.

b. Government/public buildings, public schools, and public facilities as described in Section 19.68.030(b)(17) and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

c. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code Section 65864 *et seq.*, prior to the effective date of Ordinance No. 1114, wherein the imposition of

new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 1114, the TUMF shall be imposed.

d. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

e. Guest Dwellings and Detached Second Units as described in Section 19.68.030(b)(21) and in the Administrative Plan.

f. Kennels and Catteries established in connection with an existing single family residential unit.

g. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF.)

h. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

i. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.

j. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

(7) **Credit.** Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

a. **Regional Tier**

i. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

ii. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

iii. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

b. **Local Tier**

- i. The City shall compare facilities in its fee programs against the Regional System and eliminate any overlap in its local fee program except where a Recognized Financing District has been established.
- ii. If there is a Recognized Financing District established, the City may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

(d) Reimbursements. Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

(e) Procedures for the Levy, Collection and Disposition of Fees.

1. **Authority of the Building Department.** The Director of Building & Safety, or his/her designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF Administrative Plan.

2. **Payment and Collection.** Payment of the fees shall be as follows:

a. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this Section 19.68.030, TUMF Administrative Plan, and the Mitigation Fee Act.

b. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in Section 19.68.030(c) and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

c. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Section 19.68.030. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

d. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

e. Fees shall not be waived.

3. **Issuance of Certificate of Occupancy.** The City shall not issue a certificate of occupancy for any Development Project until WRCOG has provided written evidence that it has collected the fee.

4. **Appeals.** Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

5. **Reports to WRCOG.** The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 19.68.030(f).

(f) Appointment of the TUMF Administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Section 19.68.030 and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the TUMF Administrative Plan. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed two percent (2%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

(g) Repeal of Ordinance No. 1452. This Section rescinds and replaces Ordinance No. 1452 in its entirety provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 1452, all other related ordinances and polices shall remain in full force and effect.

(h) Ordinance Nos. 1114 and 1352. Ordinance No. 1114 and Ordinance No. 1352 are hereby incorporated into and made part of this Ordinance by this reference, the same as if the text of those ordinances were directly added herein.”

Section 4. Effect. No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

Section 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Certification. The Mayor shall sign this Ordinance, and the City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris and codified in the manner required by law.

[Signatures on following page]

ADOPTED, SIGNED, and APPROVED by this ____ day of _____ 2026.

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 Ordinance Number (*Next in Order*) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the ____ day of _____, 2026 by the following called vote:

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

City Clerk, Nancy Salazar

ATTACHMENT 2

ORDINANCE NO. 1452

ORDINANCE NUMBER 1452

**AN ORDINANCE OF THE CITY OF AMENDING AND
SUPERSEDING ORDINANCE NO. 1352 TO UPDATE
PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY
TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)
PROGRAM**

The City Council of the City of Perris, California “(City)” ordains as follows:

Section 1. Title.

This Ordinance shall be known as the “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2025” (“Ordinance”).

Section 2. Findings.

A. The City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial and industrial development. A map depicting the boundaries of Western Riverside County and the Regional System is attached here as Exhibit “A” and incorporated herein. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”) prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City’s participation in a TUMF Program.

B. In 2016, the TUMF Nexus Study (“2016 Nexus Study”) was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

C. On September 12, 2017, the City adopted Ordinance No. 1352 which adopted the 2016 Nexus Study and updated the TUMF.

D. In 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018.

E. Pursuant to Ordinance No. 1352, the City collected the fee on behalf of WRCOG. The City now desires to allow WRCOG to calculate and collect TUMF on behalf of the City.

F. WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2024 Update” (“2024 Nexus Study”) pursuant to California Government Code sections 66000 *et seq.* (the Mitigation Fee Act), for the purpose of updating the fees. On September 9, 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

G. Consistent with its previous findings made in the adoption of Ordinance No. 1352, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable levels of service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential.

H. The City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

I. The City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional System. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

J. The City Council finds and determines that the cost estimates set forth in the new 2024 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

K. The fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2024 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.

L. By notice duly given and published, the City Council set the time and place for a public hearing on the 2024 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2024 Nexus Study available to the public.

M. At the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing.

N. The City Council finds that the 2024 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.

O. The City Council hereby adopts the 2024 Nexus Study and its findings. The 2024 Nexus Study is attached and incorporated herein as Exhibit "B."

P. The City Council hereby adopts this Ordinance to amend, supersede and replace the provisions of Ordinance No. 1352.

Section 3. Definitions.

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings:

A. **"Class 'A' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class "A" Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

B. **"Class 'B' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class "B" Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

C. **"Development Project" or "Project"** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

D. **“Gross Acreage”** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

F. **“Industrial Project”** means any development project that proposes any industrial or manufacturing use allowed in the following Ordinance No. 348 zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

G. **“Low Income Residential Housing”** means “Residential Affordable Units”: (A) for rental housing, the units shall be made available, rented and restricted to “lower income households” (as defined in Health and Safety Code Section 50079.5) at an “affordable rent” (as defined in Health and Safety Code Section 50053),). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development. and (B) for for-sale housing, the units shall be sold to “persons or families of low or moderate income” (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser’s monthly housing cost to exceed “affordable housing cost (as defined in Health and Safety Code Section 50052.5) Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

H. **“Multi-Family Residential Unit”** means a structure with two or more legal independent residential dwelling units intended for human habitation.

I. **“Non-Residential Unit”** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

J. **“Recognized Financing District”** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

K. **“Residential Dwelling Unit”** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. “Residential Dwelling Unit” shall not include hotels or motels.

L. **“Retail Commercial Project”** means any development project that proposes any retail commercial activity use not defined as a service commercial project allowed in the following Ordinance No. 348 classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A,

W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dining facility residing on the retail commercial development premises.

M. **“Service Commercial Project”** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

N. **“Single Family Residential Unit”** means each residential dwelling unit development which is situated on one lot which shares no common wall, foundation, or other interconnection with another dwelling unit.

O. **“TUMF Participating Jurisdiction”** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

P. **“Disabled Veteran”** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

Q. **Government/public buildings, public schools, and public facilities** means any owned and operated facilities by a government entity in accordance with Section G. Exemptions, Subsection 2. of this Ordinance. A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply as a government entity in accordance with Section G. Exemptions, Subsection 2 only if all of the following conditions are met:

(a) The new development being constructed is subject to a long-term lease with a government agency.

(b) The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

(c) No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction the long term and any extensions thereof.

(d) The new development is constructed at prevailing wage rates.

(e) A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

(f) Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

R. **“Non-profit Organization”** means an organization operated exclusively for exempt purposes set forth in section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c) (3) charitable organization as defined by the Internal Revenue Service.

S. **“Long-Term Lease”** as used in the TUMF Program, a “long-term lease” shall mean a lease with a term of no less than twenty years.

T. **“Mixed-Use Development”** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

U. **“Guest Dwellings” and “Detached Second Units”** according to the State of California legal definition as following: 1) Complies with the State of California Department of Housing and Community Development *Accessory Dwelling Unit Handbook* and 2) Are ministerially approved by each jurisdiction’s local codes.

V. **“TUMF Administrative Plan”** means that the TUMF Administration Plan adopted by the WRCOG Executive Committee May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

Section 4. Establishment of the Transportation Uniform Mitigation Fee.

A. **Adoption of TUMF Schedule.** The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time by resolution.

B. **Fee Calculation.** The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

- Underlying zoning of the site
- Land-use classifications in the latest Nexus Study
- Project specific traffic studies
- Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual
- Previous TUMF calculations for similar uses
- WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution

WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the local agency. In case of a conflict between the applicant, WRCOG, and/or the City regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

C. **Fee Adjustment.** The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution reference is subsection A, above, the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Ordinance.-

D. **Purpose.** The purpose of the TUMF is to fund those certain improvements to the Regional System as depicted in Exhibit "A" and identified in the 2024 Nexus Study, Exhibit "B."

E. **Applicability.** The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

F. **Exemptions.** The following types of new development shall be exempt from the provisions of this Ordinance and in TUMF Administrative Plan:

1. Low income residential housing as described in Section 3 Definitions, Subsection G of this Ordinance and in the TUMF Administrative Plan.

2. Government/public buildings, public schools, and public facilities as described in Section 3. Definitions, Subsection Q. of this Ordinance and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

3. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code section 65864 *et seq.*, prior to the effective date of Ordinance No. 1114, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 1114, the TUMF shall be imposed.

4. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

5. Guest Dwellings and Detached Second Units as described in this Ordinance in Section 3. Definitions, Subsection U. and in the Administrative Plan

6. Kennels and Catteries established in connection with an existing single family residential unit.

7. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax

exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF.)

8. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

9. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.”

10. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

G. **Credit.** Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

Regional Tier

i. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

ii. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

iii. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

Local Tier

i. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.

ii. If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

Section 5. Reimbursements.

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as

scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

Section 6. Procedures for the Levy, Collection and Disposition of Fees.

A. Authority of the Building Department. The Director of Building & Safety, or his/her designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF Administrative Plan.

B. Payment and Collection. Payment of the fees shall be as follows:

i. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this Ordinance, TUMF Administrative Plan, and the Mitigation Fee Act.

ii. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the Ordinance and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

iii. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Ordinance, not the date the Ordinance is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

iv. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

v. Fees shall not be waived.

C. Issuance of Certificate of Occupancy. The City shall not issue a certificate of occupancy for any Development Project until WRCOG has provided written evidence that it has collected the fee.

D. Appeals. Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. Reports to WRCOG. The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 7 of this Ordinance.

Section 7. Appointment of the TUMF Administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the TUMF Administrative Plan . Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed two percent (2%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

Section 8. Effect.

No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

Section 9. Severability.

If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

Section 10. No Procedural Defenses.

Prohibition of Jurisdictions from raising procedural defenses, including without limitation a statute of limitations, laches, the California Government Tort Claims Act, and necessary parties in a dispute with WRCOG regarding the matters set forth herein.

Section 11. Judicial Review.

In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within 30 days of the date of adoption of this Ordinance.

Section 12. Ordinance No. 1352

This Ordinance supersedes the provisions of Ordinance No. 1352 provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 1352 all other related ordinances and polices shall remain in full force and effect.

Section 13. Effective Date.

This Ordinance shall take effect thirty (30) days after the second reading.

ADOPTED, SIGNED and **APPROVED** this 25th day of February, 2025.



Mayor, Michael M. Vargas

ATTEST:



City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number 1452 was introduced by the City Council of the City of Perris at the regular meeting held on the 11th day of February 2025 and was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 25th day of February 2025, by the following called vote:

AYES: RABB, VALLEJO, NAVA, CORONA, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



City Clerk, Nancy Salazar

EXHIBIT "A"

MAP OF REGIONAL SYSTEM

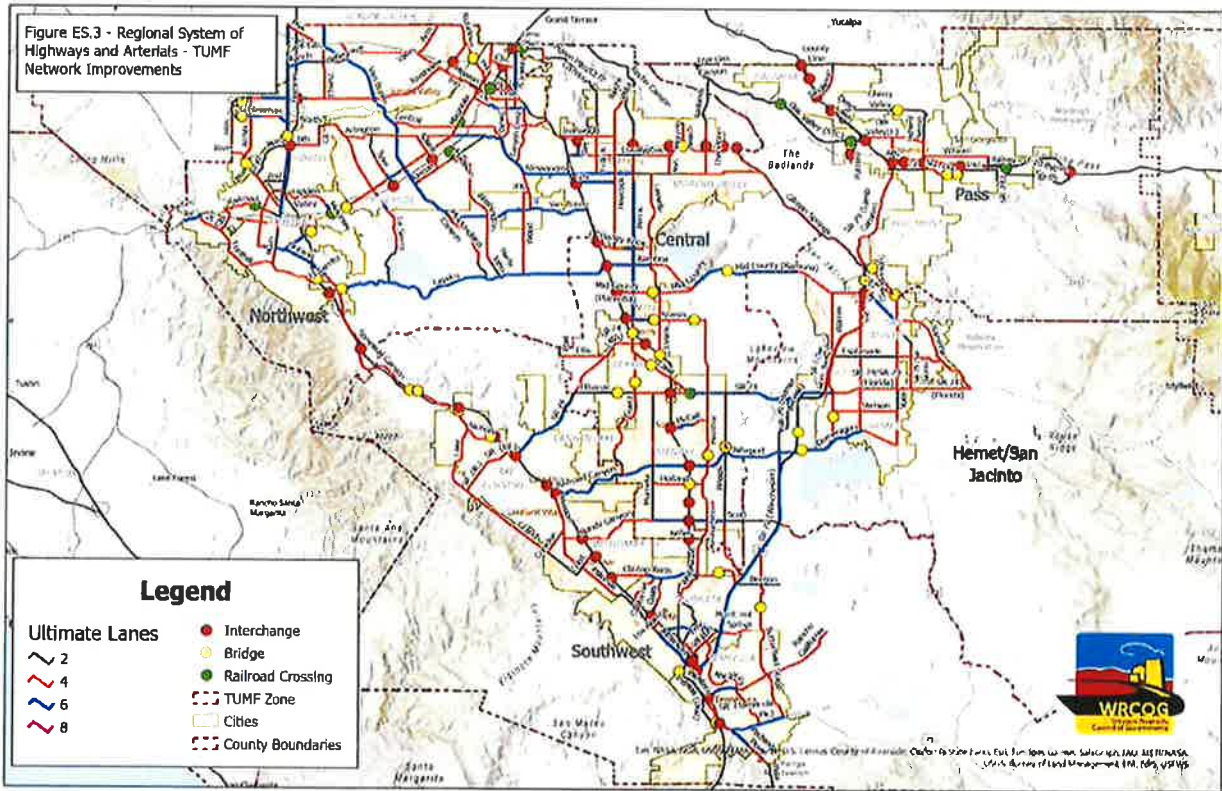


EXHIBIT "B"

NEXUS STUDY

Due to the size of the document, the documents are on file with the Building Division and available online at:

<https://url.emailprotection.link/?bnsnuCoVZrZJIMtgdSfEaqIYM0YRLSzBzQy-jX046OLTf32Y4d0Qwnc3RISdSsfwylyh9FcnVRstEaY0HdrBLuulQdBLGzOPyZen4ezRcHFukqH24RewsVCTGFbZ7oiko>

ATTACHMENT 3

NEXUS STUDY

Due to the size of the document, the documents are on file with the Building Division and available online at:

<https://www.wrcog.us/programs/tumf/#docaccess-66674d71aefa5a27024115a6acabe7bb67e1a5e3ec1d9d2df9fdadd636a28d4c>

ATTACHMENT 4

RESOLUTION NO. (NEXT IN ORDER)

RESOLUTION NO.(Next in Order)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS AMENDING
THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)
APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS**

WHEREAS, the City of Perris (“City”) is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and eighteen cities located in Western Riverside County; and

WHEREAS, the member agencies of WRCOG recognized that there was insufficient funding to address the impacts of new development on the regional system of highways and arterials in Western Riverside County (the “Regional System”); and

WHEREAS, in order to address this shortfall, the member agencies formulated a plan whereby a transportation mitigation fee would be assessed on new development and would be used to fund the necessary improvements for the Regional System; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2024 Update” (“2024 Nexus Study”) pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees; and

WHEREAS, in September 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, consistent with its previous findings made in the adoption of Ordinance No. 1452, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health, and welfare of the residential and non-residential users of the development in which the TUMF will be levied; and

WHEREAS, the City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the

residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF; and

WHEREAS, the City Council finds and determines that the cost estimates set forth in the new 2024 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development; and

WHEREAS, the fees collected pursuant to the TUMF Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2024 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements;

WHEREAS, by notice duly given and published, the City Council set the time and place for a public hearing on the 2024 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2024 Nexus Study available to the public; and

WHEREAS, at the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the hearing; and

WHEREAS, section [SECTION 4.C. OF MODEL ORDINANCE] of Ordinance (Next in Order)_ authorizes periodic review and adjustment to the applicable TUMF in accordance with any adjustments made by the WRCOG Executive Committee; and

WHEREAS, section [SECTION 4.C.1 OF MODEL ORDINANCE] of Ordinance (Next in Order)_ implements an annual automatic construction cost index (“CCI”) adjustment to the TUMF; and

WHEREAS, the purpose of the Resolution is to implement the initial automatic CCI adjustment as provided for in Ordinance (Next in Order)_; and

WHEREAS, further CCI increases shall be automatically implemented pursuant to section [SECTION 4.C.1 OF MODEL ORDINANCE] of Ordinance (Next in Order)_; and

WHEREAS, the automatic CCI adjustment implemented by this Resolution is inflationary only and does not modify the underlying fee nexus, land use assumptions, improvement program, or proportionality findings previously adopted by the City; and

WHEREAS, the fees collected pursuant to this Resolution shall be used to finance the public facilities described or identified in the Nexus Study; and

WHEREAS, the levying of TUMF has been reviewed by the City Council and staff in accordance with the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines and it has been determined that the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW, THEREFORE, the City Council of Perris does resolve as follows:

SECTION 1. Findings. The recitals set forth above are hereby adopted as findings in support of this Resolution. In addition, the City Council re-adopts the findings contained in Section 2 OF CITY ORDINANCE 1452 in support of the adjusted TUMF contained herein.

Findings.

A. The City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial and industrial development. A map depicting the boundaries of Western Riverside County and the Regional System is attached here as Exhibit “A” and incorporated herein. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”) prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 *et seq.*) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an ordinance authorizing the City’s participation in a TUMF Program.

B. In 2016, the TUMF Nexus Study (“2016 Nexus Study”) was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

C. On September 12, 2017, the City adopted Ordinance No. 1352 which adopted the 2016 Nexus Study and updated the TUMF.

D. In 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018.

E. Pursuant to Ordinance No. 1352, the City collected the fee on behalf of WRCOG. The City now desires to allow WRCOG to calculate and collect TUMF on behalf of the City.

F. WRCOG, with the assistance of TUMF Participating Jurisdictions, has prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2024 Update”

("2024 Nexus Study") pursuant to California Government Code sections 66000 *et seq.* (the Mitigation Fee Act), for the purpose of updating the fees. On September 9, 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

G. Consistent with its previous findings made in the adoption of Ordinance No. 1352, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable levels of service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential.

H. The City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

I. The City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional System. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

J. The City Council finds and determines that the cost estimates set forth in the new 2024 Nexus Study are reasonable cost estimates for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

K. The fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real acquisition for the Regional System improvements and its facilities as identified in the 2024 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.

L. By notice duly given and published, the City Council set the time and place for a public hearing on the 2024 Nexus Study and the fees proposed thereunder and at least ten (10) days prior to this hearing, the City Council made the 2024 Nexus Study available to the public.

M. At the time and place set for the hearing, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the

conclusion of the hearing.

N. The City Council finds that the 2024 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.

O. The City Council hereby adopts the 2024 Nexus Study and its findings. The 2024 Nexus Study is attached and incorporated herein as Exhibit "B."

P. The City Council hereby adopts this Ordinance to amend, supersede and replace the provisions of Ordinance No. 1352.

SECTION 2. TUMF Schedule. In accordance with Section [SECTION 4.C.I OF MODEL ORDINANCE] of the TUMF Ordinance, there is hereby adopted the following fee schedule implementing the initial CCI adjustment for the TUMF which replaces the fee schedule set forth in Sections 2 and 3 of Resolution No. (Next in Order) in its entirety as of April 14, 2026 shall go into effect upon the Effective Date set forth in Section 4, below:

A. There is hereby adopted the following TUMF schedule:

- (1) \$12,705 per single family residential unit 1,800 square feet or less
- (2) \$14,292 per single family residential unit between 1,801 and 2,300 square feet
- (3) \$15,881 per single family residential unit between 2,301 and 2,700 square feet
- (4) \$19,851 per single family residential unit greater than 2,700 square feet
- (5) \$8,021 per multi-family residential unit
- (6) \$2.39 per square foot of an industrial project
- (7) \$7.92 per square foot of a retail commercial project
- (8) \$5.02 per square foot of a service commercial project
- (9) \$2.51 per square foot of a service Class A and B Office

SECTION 3. CEQA Findings. The City Council hereby finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines the adoption of this Resolution is exempt from CEQA pursuant to Section 15061(b)(3).

SECTION 4. Effective Date. This Resolution shall become effective on July 1, 2026.

ADOPTED, SIGNED and APPROVED this ____ day of ____ 2026.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the _____ day of _____ 2026, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

ATTACHMENT 5

NOTICE OF PUBLIC HEARING

NOTICE of PUBLIC HEARING

This may affect your property. Please read:

Notice is hereby given that the City Council of the City of Perris will hold a Public Hearing on the following item(s):

APPLICANT: City of Perris
101 N. D Street
Perris, CA 92570

LOCATION: City-wide

PROJECT: Resolution & Ordinance adopting the new TUMF (Transportation Uniform Mitigation Fee) schedule effective July 1, 2026. The proposed ordinance will also approve an annual automatic Construction Cost Index (CCI) adjustment and reflects increases in land, labor and materials costs needed to implement transportation projects.

ENVIRONMENTAL DETERMINATION: Pursuant to CEQA Guidelines, Section 15061(b)(1), 15061(b)(3), 15273, and 15378(b)(4), there is no possibility that its adoption of the above-mentioned items would have a significant effect upon the environment, because it involves the creation of a government funding mechanism which does not involve any commitment to a specific project which may result in a potentially significant impact upon the environment.

PUBLIC HEARINGS: The City Council is scheduled to consider the above-mentioned items at the regularly scheduled hearing on **Tuesday, April 14, 2026, at 6:30 PM.**

Any person affected or concerned by the above-mentioned items may submit written comments to the Office of the City Clerk before the City Council hearing. At the time of the public hearing, any person may appear and be heard in support of or opposition to the above-mentioned items. The City Council, at the hearing or during deliberations, could approve an alternative proposal for the above-mentioned items, including any changes to the proposal.

Any person challenging the above-mentioned items in court, may be limited to raising only those issues identified at the public hearing described in this notice or in writing to the City Council prior to the public hearing.



**CITY COUNCIL
PUBLIC HEARING
CITY COUNCIL CHAMBERS
101 NORTH "D" STREET
PERRIS, CA 92570**

Date & Time: April 14, 2026 – 6:30 p.m.
Contact: Gustavo Lua,
Counter Services Supervisor
Phone: (951) 943-5003
Email: glua@cityofperris.org

Si necesita un interprete por favor llamenos al (951) 943-5003

All information and data relating to the above-mentioned items, including any proposed updated fees, are available for review at the Development Services Department, Counter Services Division, located at 135 North D Street, Perris.



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

11.D.

- MEETING DATE:** April 14, 2026
- SUBJECT:** Consideration of a Location Sales Tax Sharing Agreement between the City of Perris and Medline Industries, LP
- REQUESTED ACTION:** That the City Council 1) Approve a Location Sales Tax Sharing Agreement between the City of Perris and Medline Industries, LP; and 2) Authorize the City Manager or her designee to finalize and execute all related documents, subject to City Attorney approval as to form
- CONTACT:** Clara Miramontes, City Manager
-

BACKGROUND/DISCUSSION:

Medline Industries, LP is a prospective tenant of a 975,000 square-foot distribution facility, located at 815 South Redlands Avenue, Perris, CA 92571 (APN: 310-170-020). Medline is the largest provider of medical-surgical products and supply chain solutions serving all points of care. Through its unique offering of world-class products, supply chain resilience and clinical practice expertise, Medline delivers improved clinical, financial and operational outcomes. On December 9, 2025, the City received a letter (Attachment No.1 to this report) from Medline requesting that the City of Perris consider entering into a local sales tax revenue sharing agreement ("Location Sales Tax Sharing Agreement") for a fifty percent (50%) tax sharing basis. With the City's consideration of the attached Location Agreement (Attachment No. 2 to this report), Medline will finalize their lease agreement for use of the facility located at 815 South Redlands Avenue, Perris, CA 92571 (APN: 310-170-020). The company has established Location Agreements in all current facilities, including those located in the cities of Rialto, Temecula, and Tracy, all carrying the 50% tax sharing basis.

This report includes all required information in accordance with Government Code Section 53083. Under the Location Sales Tax Sharing Agreement for a 20-year term, the City of Perris will share 50% of all sales tax revenues generated. With annual sales projections for the Perris location totaling \$8,000,000, it is anticipated that this partnership with Medline will result in \$4,000,000 annually to the City of Perris, and their finalization of the lease agreement is contingent upon City consideration and approval of this Sales Tax Sharing Agreement. This economic subsidy agreement will allow for the City to collect sales tax revenue that would not otherwise be collected if it were to operate solely as a distribution facility. Additionally, the owner of the facility has indicated that should Medline decide not to enter into the lease agreement for the facility, they will move forward with construction of a speculative building, which will be generally listed for lease. Should the developer proceed in this way, there will be no guarantee that the ultimate user of the facility will operate a revenue-generating function. This revenue source will be put toward the

City's General Fund for needed public services throughout the City, such as parks and public services programming, infrastructure improvements, and economic development efforts as directed by the City Council.

Current hiring forecasts and operating plans for the prospective Perris facility reflect over 500 full-time positions. In entering into this agreement, Medline agrees to an "Employment Outreach for Local Residents" provision to foster employment opportunities for Perris residents. Medline shall use reasonable efforts to recruit and hire local residents for full and part-time employment opportunities as determined by Medline in its sole discretion and shall furnish the City of Perris Human Resources Department and/or Development Services Department with the location, dates, and times for such recruitment activities prior to the date of accepting applications or such employee recruitment efforts commence.

Staff recommends that the City Council approve the Location Sales Tax Sharing Agreement between the City of Perris and Medline Industries, LP; and authorize the City Manager or her designee to finalize and execute all related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT: This item will result in receipt of additional sales tax revenues to the City of Perris, estimated at \$4,000,000 annually.

Prepared by: Armando Panchi, Principal Management Analyst

REVIEWED BY:

Assistant City Manager: _____

Assistant City Manager: _____

Director of Finance: _____

- Attachments:
1. Medline Industries, LP Request Letter
 2. Location Sales Tax Sharing Agreement between the City of Perris and Medline Industries, LP
 3. Vicinity Map

Consent:

Public Hearing:

Business Item:

Presentation:

Other:

ATTACHMENT 1
Medline Industries, LP Request Letter



December 9, 2025

Clara Miramontes
City Manager
City of Perris
135 North "D" Street
Perris, CA 92570-1998

Dear Clara:

We appreciated the opportunity to meet with the Perris, CA Economic Development Team on Wednesday, December 3rd. Thank you for your time and for discussing the potential opportunities available to Medline within the City of Perris, as well as the company's interest in pursuing a local sales tax revenue sharing agreement.

As we shared, Medline is the largest provider of medical-surgical products and supply chain solutions serving all points of care. Through its unique offering of world-class products, supply chain resilience and clinical practice expertise, Medline delivers improved clinical, financial and operational outcomes. Headquartered in Northfield, Illinois, the company employs 43,000 people worldwide and operates in over 100 countries and territories.

The company is committed to being an employer of choice. In addition to offering competitive compensation, healthcare benefits, a 401k plan, and opportunities for

continuing education, Medline provides a safe working environment with comprehensive training designed to support team members' success and professional growth. The company also highlights its premium amenities, including dedicated break areas equipped with games and rest zones that allow employees to recharge during the workday. Furthermore, the warehouse space is designed to be clean, well-lit, and air-conditioned to ensure team comfort.

As mentioned, Medline is actively pursuing the expansion of its distribution capacity and is evaluating a prospective site in the City of Perris, CA. The proposed facility would span approximately 975,000 square feet and is expected to create over 500 full-time positions. Medline intends to enter into a long-term lease agreement with a base commitment of \$270 million and anticipates investing \$40 million in racking and material handling equipment to outfit the facility and effectively fulfil customer requirements.

Medline currently operates three active distribution centers in California, located in Rialto, Temecula, and Tracy. The company has established 50/50 revenue sharing agreements with each municipality and is evaluating the possibility of implementing a similar arrangement with the City of Perris. Such an agreement would align incentives across all four sites to support operational excellence. Securing a sales tax revenue sharing partnership with the City of Perris is projected to yield \$4 million annually for both Medline and the City, offering long-term financial advantages and helping to offset operational expenses. This arrangement would enable Medline to reinvest resources within its organization while ensuring that the planned Perris site remains on par with existing facilities in Rialto, Temecula, and Tracy. Over the proposed 32-year lease term, this revenue-sharing model is expected to generate \$128 million for the City of Perris.

Thank you for reviewing our request. Medline is committed to delivering meaningful economic and fiscal benefits to the community, and we look forward to establishing a productive partnership with the City of Perris.

Sincerely,

Robert Kievert

Robert Kievert
Senior Director of Tax
Medline Industries, LP

CC: Michele Ogawa, Director of Economic Development and Workforce

Armando Panchi, Principal Management Analyst

Kate Slattery, Medline Industries, LP, SVP Real Estate & Indirect Procure • Operations

ATTACHMENT 2

**Sales Tax Sharing Agreement between the City of Perris
and Medline Industries, LP**

LOCATION SALES TAX SHARING AGREEMENT

between

CITY OF PERRIS

a Municipal Corporation

and

Medline Industries, LP, an Illinois Limited Partnership

April ____, 2026

ARTICLE I PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Location Agreement ("Agreement") is entered into by and between City of Perris, a municipal corporation ("City"), and Medline Industries, LP, an Illinois limited partnership, for and on behalf of itself, and certain of its subsidiaries and affiliates (collectively, the "Owner"). City and Owner are sometimes referred to individually as a "Party" and collectively as "Parties" herein.

1.2 Effective Date. This Agreement is dated as of April __, 2026, for reference purposes only. This Agreement will not become effective, if at all, until the earliest date ("Effective Date") on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and Owner.

ARTICLE II RECITALS.

2.1 City, in consideration of the additional Local Sales Tax Revenues (as defined in Section 3.1.) to be collected and remitted by Owner for the benefit of City, which City would not otherwise realize, desires to provide City Payments to Owner as compensation for Owner establishing, locating and operating a Distribution Center and Sales Office within City and otherwise satisfying its obligations under this Agreement.

2.2 Such City Payment for each Fiscal Quarter will be an amount paid from any legally available source of funds and shall be measured by a percentage of the Local Sales Tax Revenues generated in such Fiscal Quarter, as more particularly set forth in this Agreement.

2.3 The operations of Owner in City will provide significant public benefits to City, in that the additional Local Sales Tax Revenues to be generated as a result of Owner's efforts represent a substantial and significant source of additional public revenue for City, which may be used by City for the funding of necessary public services and facilities, including public safety services and facilities.

2.4 City and Owner desire to enter into this Agreement for the purposes described above.

ARTICLE III DEFINITIONS.

3.1 Definitions. Unless the context otherwise requires, the terms defined in this Article 3 shall apply for all purposes of this Agreement and any amendment hereof; and shall further apply to any opinion, report or other writing given or issued in accordance with this Agreement. Each of the following defined terms shall have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms.

3.1.1 "Agreement" shall have the meaning set forth in Section 1.1.

3.1.2 "Applicable Reporting Period" means, for purposes of determining the Parties' financial obligations hereunder, the Reporting Period applicable to the Fiscal Quarter for which the financial obligation is being calculated. As an example, the Applicable Reporting Period for determining a financial obligation attributable to Sales occurring in the Fiscal Quarter ending September 30, shall include the then-current Fiscal Quarter ending September 30, and the three immediately prior Fiscal Quarters ending December 31, March 31, and June 30, respectively.

3.1.3 "Business Day" means a day which is not a Saturday, Sunday, or legal holiday on which banking institutions in the State of California or City are closed.

3.1.4 "CDTFA" means the California Department of Tax and Fee Administration and any successor agency.

3.1.5 "City" shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee, or successor to City's rights, powers and responsibilities.

3.1.6 "City Payment" means, with respect to a particular Fiscal Quarter within the Term, the sum total amount of City's "Location Payment Obligation" (LPO), as defined in Section 3.1.

3.1.7 "Data and Documentation" means (i) copies of Owner's quarterly reports to the CDTFA for the applicable Fiscal Quarter which set forth the amount of Sales Taxes paid to the CDTFA during the Fiscal Quarter arising from Owner's Operations, and (ii) such additional supporting schedules and workpapers as City may reasonably request that are necessary to verify the calculation of Local Sales Tax Revenues and City Payments for the applicable Fiscal Quarter, subject to Owner's confidentiality and redaction rights under Section 4.2.8 (Audit of Books and Records).

3.1.8 "Designated Sales Territory" means the geographical boundaries of sales, service and distribution area served by the Distribution Center and Sales Office that is located within the jurisdiction of City. Except as otherwise provided in this Agreement, Owner shall have the right in its business discretion to adjust or modify the Designated Sales Territory to correspond to its business needs and requirements.

3.1.9 "Dispute Notice" shall have the meaning set forth in Section 6.15.

3.1.10 "Distribution Center and Sales Office" means any location operated by Owner within City, over which Owner maintains a proprietary interest, that may be used for storage, processing, handling, distribution, and shipment of tangible personal property, and from which Owner's employees or agents conduct sales-related activities, including customer solicitation, order taking, order processing, and other principal sales negotiations, with respect to all sales transactions pursuant to the Sales Tax Law. The "Initial Distribution Center and Sales Office" shall be located at 815 South Redlands Avenue, Perris, CA 92571 (APN: 310-170-020).

3.1.11 The Parties acknowledge that allocation of Local Sales Tax Revenues is governed by the Sales Tax Law and applicable CDTFA regulations. Owner

shall operate the Distribution Center and Sales Office in a manner intended to satisfy the applicable “participates in the sale” requirements for Owner’s Operations, regardless of where order acceptance, credit approval, billing, fulfillment, or delivery occurs.

3.1.12 "Effective Date" shall have the meaning set forth in Section 1.2.

3.1.13 "Enforced Delays" shall have the meaning set forth in Section 6.12.

3.1.14 "Event of Default" shall have the meaning set forth in Section 4.6.

3.1.15 "Fiscal Quarter" means one three-month period within the Term and commencing on January 1, April 1, July 1, or October 1, and ending on, as applicable, the immediately following March 31, June 30, September 30, or December 31.

3.1.16 “Initial Distribution Center and Sales Office” shall have the meaning contained within “Distribution Center and Sales Office.”

3.1.17 "Location Payment Obligation" or "LPO" means, as to a particular Fiscal Quarter during the Term, an amount equal to fifty percent (50%) of each dollar of Local Sales Tax Revenues received by City and attributable to Owner for each Fiscal Quarter.

3.1.18 "Local Sales Tax Revenues" means that portion of the Sales Tax, paid by Owner, which is allocated and paid to City pursuant to the Sales Tax Law. Local Sales Tax Revenues shall not include: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City, (iii) any administrative fee charged by the CDTFA, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local law, rule or regulation (other than the City’s payment obligations under this Agreement), (v) any Sales Tax attributable to any transaction not consummated within the Term, or (vi) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from City's general fund or (vii) any local transaction and use taxes allocated to the City (including any district tax component). Local Sales Tax Revenues shall be limited to the one percent (1%) Bradley Burns local sales and use tax allocated to the City and shall not include any amounts allocated to the State of California, the County, or any district or other taxing agency.

3.1.19 "Material" means any and all tangible personal property offered for sale by Owner to its customers/clients which is subject to the Sales Tax Law.

3.1.20 “Minor Amendment” means any limited technical correction, or not-substantive modification of this Agreement, as determined by City Manager and City Attorney.

3.1.21 "Operations" means operation of the Distribution Center and Sales Office by Owner as a "place of business" for sales and use tax purposes in the City.

3.1.22 "Penalty Assessments" means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from Owner.

3.1.23 "Reporting Period" means, at any one point in time, the then-current Fiscal Quarter together with the immediately preceding three (3) Fiscal Quarters. As to any Fiscal Quarter, Owner's returns to the State of California under applicable Sales Tax Law are due by the end of the calendar month following a Fiscal Quarter, and accordingly, Owner's reporting for a Reporting Period shall be due to City by the end of the calendar month following the calendar month in which Owner is obligated to file. For example, for Fiscal Quarter ending September 30th, Owner's Data and Documentation shall be received by City by November 30th.

3.1.24 "Resolution Period" shall have the meaning set forth in Section 6.15.

3.1.25 "Sales Tax" means all sales and use taxes levied under the authority of any Sales Tax Law, as defined in Section 3.1., but excluding Sales Tax which is to be refunded to Owner, because of an overpayment of Sales Tax.

3.1.26 "Sales Tax Law" means (i) the Bradley-Burns Uniform Local Sales and Use Tax Law, California Revenue and Taxation Code Section 7200, et seq. and legislation allowing the City to levy such tax, and (ii) regulations of the CDTFA and other binding rulings and interpretations relating to (i) hereof.

3.1.27 "Taxable Sales" means sales (or leases) of Material within the Designated Sales Territory and which are: (i) subject to the Sales Tax pursuant the Sales Tax Law and (ii) that result in Local Sales Tax Revenues being allocated and paid to the City by the CDTFA as attributable to Owner's Operations during the Term. "Taxable Sales" does not include transactions that do not generate Local Sales Tax Revenues payable to City.

3.1.28 "Term" shall mean that period commencing on the Effective Date and ending on the earlier of (i) the date that is twenty (20) years after the Effective Date, or (ii) the date on which this Agreement is terminated pursuant to the specific provisions of this Agreement.

ARTICLE IV LOCATION AND OPERATION

4.1 Location and Operation Covenant. Owner hereby represents, warrants and covenants that it shall, on or before the commencement of the Term, establish its Operations through a Distribution Center and Sales Office within the jurisdictional boundaries of City and shall thereafter, for the full Term, conduct any Taxable Sales operations for the Designated Sales Territory through the Distribution Center and Sales Office in accordance with this Agreement, the Sales Tax Law, and all other applicable provisions of local, state and federal law. Owner shall use commercially reasonable, good

faith efforts to market, promote, and administer its Taxable Sales activities, with the objective of maximizing the amount of Local Sales Tax Revenues within the Designated Sales Territory. Owner's Distribution Center and Sales Office located in City shall conduct its (or their) operations in accordance with all applicable provisions of local, state, and federal law.

Sales Tax Reporting; Point-of-Sale Determination, without limiting the generality of the foregoing, Owner shall obtain and will maintain throughout the entire Term a retail sales tax permit from the CDTFA. Owner shall conduct its Operations in a manner intended to satisfy the applicable "participates in the sale" requirements under the Sales Tax Law and CDTFA regulations, and shall use commercially reasonable, good faith efforts to maintain the sales-participation activities at the Distribution Center and Sales Office during the Term and for the totality of the Term. In all sales reports filed by Owner with the CDTFA relating to Taxable Sales consummated at the Sales Office, where such a designation is permitted or required under the Sales Tax Law, Medline shall specify City as the place of sale. For as long as Owner maintains any facility within City's boundaries for the storage, shipment, distribution or handling of Material during the Term, Owner shall likewise maintain a Distribution Center and Sales Office within City's boundaries.

4.1A Prohibited Financial Assistance

- (a) **Definition.** For purposes of this Agreement, "**Prohibited Financial Assistance**" shall mean any direct or indirect payment, subsidy, rebate or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, financial incentives, public financings, property or sales tax relief or rebates, relief from public improvement obligations, and payment for public improvements to or for the benefit of Owner.
- (b) **Covenant.** Owner covenants and agrees for the Term that Owner will not directly or indirectly solicit, accept or enter into any agreement concerning any Prohibited Financial Assistance from any other public or private person or entity, **to the extent** such Prohibited Financial Assistance is given for the purpose of causing or would result in either Owner's relocation from the City or an Event of Default by Owner.

4.2 Payment of City Payment. Within thirty (30) days following the later of: (i) City's receipt of final reconciliation reports from the CDTFA for a Fiscal Quarter occurring within the Term, and (ii) City's receipt of any and all Data and Documentation applicable to such Fiscal Quarter, City will determine and pay to Owner City Payment due for such Fiscal Quarter.

4.2.1 Conditions Precedent to City Payments. City's obligations under Section 4.2 hereof are contingent on a year-to-year basis and, for each Fiscal Quarter within the Term, City's obligations to make any payments to Owner hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each Fiscal Quarter after Owner has begun Taxable Sales in City:

- (i) Owner having, for the entirety of such Fiscal Quarter, completely fulfilled its material obligations under this Agreement; and
- (ii) City's receipt and reasonable approval of the Data and Documentation certified as complete and accurate by an authorized Owner officer or an authorized signatory delegate.

Should any one or more of the foregoing conditions not be satisfied for any Fiscal Quarter, then City shall have no obligation to make any City Payment to Owner for such Fiscal Quarter until such conditions are met. If City elects to delay any payment on account of any purported noncompliance by Owner, City must promptly give Owner written notice pursuant to Section 6.8 of all such material obligations that City alleges have not been fulfilled and cooperate with Owner's efforts to effect a cure or remedy with respect thereto.

4.2.2 Data and Documentation. For the purposes of this Agreement, the term "Data and Documentation" shall be given the meaning described in Section 3.1.

4.2.3 Adequate Consideration. Each City Payment due and payable hereunder shall constitute the total payment to Owner for the Fiscal Quarter to which it relates. The Parties hereto have determined and agreed that City Payment due and payable during each Fiscal Quarter represents fair consideration to Owner for its covenants and obligations hereunder.

Both City and Owner expressly acknowledge and agree that Owner will receive no compensation under this Agreement other than City Payment. Owner shall not be entitled to any reimbursement or other compensation from City for any costs incurred by Owner in performing or preparing to perform its obligations under this Agreement. City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under this Agreement.

4.2.4 No Carry Forward or Carry Back. City and Owner acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a Fiscal Quarter-to-Fiscal Quarter basis. Revenues generated in one Fiscal Quarter may not be carried forward or back to any prior or future Fiscal Quarter, it being the express Agreement and understanding of the Parties that for each Fiscal Quarter the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other Fiscal Quarter.

4.2.5 Source of City Payment. City Payments may and shall be payable from any source of legally available funds of City. City covenants to reasonably consider such actions as may be necessary to include all City Payments owed hereunder in each of its annual budgets during the Term and to reasonably consider the necessary annual budgetary appropriations for all such City Payments.

4.2.6 Recapture of City Payments. If, at any time during or after the Term of this Agreement, CDTFA makes a final determination that all or any portion of the Local Sales Tax Revenues received by City were improperly allocated and/or paid to City, and if CDTFA requires repayment of City Payments, or offsets against future Sales Tax payments, or other recapture from City of improperly allocated and/or paid Local Sales Tax Revenues, then Owner shall, within thirty (30) days after written demand from City, together with reasonable documentation, repay all City Payments (or applicable portions thereof) theretofore paid to Owner which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Owner fails to make such repayment within thirty (30) days after City's written demand, together with reasonable documentation, then such obligation shall accrue interest from the date of City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. In addition, to the extent unpaid, City may withhold such amounts from future City Payments. City will promptly contact Owner regarding any communication from the CDTFA pertaining to tax allocations associated with Owner's business.

In the event that CDTFA disputes or denies allocation, or otherwise determines that there has been an improper allocation to City, City will (at the request of Owner) engage legal counsel to use counsel's best efforts to defend such allocation in all CDTFA administrative proceedings. City shall select counsel in its reasonable discretion (which may include the City Attorney's office or outside counsel). City shall not be required to take any position or pursue any appeal that City determines, in its reasonable discretion, is not in City's best interests. Costs associated for such efforts will be borne by both City and Owner in proportion to their respective percentage interests in Sales Tax revenue. For purposes of this paragraph, administrative proceedings include all CDTFA meetings, conferences and appeals before CDTFA and any appeal to the Office of Tax Appeals (OTA). Owner will cooperate fully with City and its attorney. Owner shall have the right, but not the obligation, to participate in any such administrative proceedings and may engage its own legal counsel or consultant, at its own cost. In the event that the CDTFA reverses its decision (or is required to reverse its decision) and refunds or credits City with some or all of the Sales Tax revenue previously found to have been misallocated to City, City shall refund all amounts previously repaid to City pursuant to this Section with respect to such Sales Tax Revenue.

4.2.7 State Reporting and Publication Compliance

Owner shall timely provide City with any and all information reasonably necessary for City to comply with state-mandated reporting and publication requirements concerning local sales tax sharing agreements, including without limitation those imposed under California Revenue and Taxation Code Section 7213 and California Code of Regulations, Title 18, Section 1808, as each may be amended from time to time. Such information shall include, without limitation: (i) the date of execution and termination of this Agreement, if applicable; (ii) City Payment amounts paid to Owner for the prior fiscal year and cumulatively; and (iii) calculation methodologies required for statutory reporting. Failure by Owner to timely provide such information shall constitute a material Event of Default and shall entitle City to withhold any current or future City Payments until

compliance is achieved. Owner shall provide such information within fifteen (15) days of City's written request, and in any event sufficiently in advance for City to meet any statutory reporting deadline. If Owner's failure to provide timely information results in City incurring statutory penalties, audit costs or third-party costs, Owner shall reimburse City for such costs upon demand in addition to City's rights to withhold City Payments.

4.3 Audit of Books and Records. Either Party shall, upon no less than seventy-two (72) hours prior to written request from the other party, make its books and records relating to the calculation and determination of that Party's rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act ("CPRA")), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Furthermore, Owner may redact or omit confidential information, including but not limited to customer information such as addresses, names and phone numbers. Furthermore, all such non-privileged books and records may be made available and introduced as evidence if ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation ordered by the court, may be recovered as an item of litigation expense pursuant to Section 6.14.

4.3.1 Cooperation with Public Records Act Compliance. Owner acknowledges that City is subject to the CPRA. Owner shall reasonably cooperate with City in responding to CPRA requests relating to this Agreement. Owner shall identify in writing, at the time of submission, any information it asserts is proprietary or confidential. City shall use reasonable efforts, when practicable, to provide Owner with notice prior to releasing any information designated as confidential; provided, however, that City shall not be required to withhold or delay disclosure of any record where City determines disclosure is required by law.

4.4 Reconciliation. Each City Payment shall be accompanied by a statement setting forth the calculations made to determine the amount of such disbursement and setting forth all disbursements made to date. City Payment may be subject to any credits or offsets necessary to account for adjustments to Local Sales Tax Revenues in accordance with section 3.1. or any other provision of this Agreement. Each Party shall have the right to contest any of the calculations or information contained in said statement or the determined amount of payment upon written notice to the other Party within sixty (60) calendar days of the date of the statement or City Payment. If the challenging Party can show to the reasonable satisfaction of the other Party, within sixty (60) calendar days of receiving such notice, that the amount of a City Payment was incorrect, either City shall disburse to Owner the correct amount due, or Owner shall reimburse City for any amount received in excess of the correct amount due.

4.5 Employment Outreach for Local Residents. A goal of City in entering into this Agreement is to foster employment opportunities for Perris residents. To that end, Owner shall use commercially reasonable efforts to recruit and hire local residents for full and part time employment opportunities at its Distribution Center and Sales Office, as determined by Owner in its sole discretion. To the extent Owner conducts any local on-site and/or off-site Job Recruitment Fairs, which are defined as Owner's pre-scheduled events open to the public with the purpose of filling 20 or more job positions at Owner's Distribution Center and Sales Office, Owner shall use commercially reasonable efforts to furnish City of Perris Human Resources Development and/or Development Services Department with the location, dates and times for such Job Recruitment Fairs prior to the date of accepting applications. Job Recruitment Fairs exclude any recruitment activities or events hosted by Owner's staffing agencies or third-party vendors which may be used to fill temporary job positions at Owner's Distribution Center and Sales Office. City shall be authorized to post and advertise the job recruitment information provided to City on City's website and other jobs available and job recruitment sites within the region. Any offers of employment shall be at Owner's sole discretion. Nothing in this paragraph shall require Owner to offer employment to any individual. Without limiting the generality of the foregoing, the provisions of this Section 4.5 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.6 Event of Default. Each of the following shall constitute an "Event of Default":

4.6.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Agreement, then the specific provision shall control.

4.6.2 Any representation or warranty contained in this Agreement or in any application, financial statement invoice, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made.

4.7 Rights and Remedies; Rights and Remedies Not Exclusive. Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and Owner under this Agreement are nonexclusive and all remedies hereunder may be exercised individually or cumulatively. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies.

4.8 Termination.

This Agreement shall terminate upon the occurrence of any of the following events:

4.8.1 In the event Owner's lease agreement for the Initial Distribution Center and Sales Office in City expires or terminates, Owner may, at its option, terminate this Agreement upon not less than one hundred eighty (180) days' prior written notice to City; provided, however, that Owner may avoid termination by establishing a replacement Distribution Center and Sales Office within City within such notice period (or such longer period as City may reasonably approve), and if Owner establishes such replacement facility within City, this Agreement shall continue in effect and the replacement facility shall be deemed the "Distribution Center and Sales Office" for all purposes hereunder.

4.8.2 Cessation of Owner's Operations within City due to a Force Majeure event as defined in Section 4.9.

4.8.3 In addition to all other rights and remedies granted to the Parties under this Agreement or available to them in equity or at law, either Party may terminate this Agreement and all of its obligations hereunder without cost or liability upon the other Party's Event of Default. Such termination shall not limit or abridge the rights and remedies available to the non-defaulting Party.

4.9 Force Majeure. Neither Party to this Agreement will be liable for failure or delay in its performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to fire, flood, war, riot, embargo, labor dispute, strike, earthquake, or other similar acts of God, acts of civil and military authorities, or terrorism.

ARTICLE V

5.1 City Representations and Warranties. City represents and warrants to Owner that, to City's actual current knowledge:

- (i) City is a municipal corporation exercising governmental functions and powers and organized and existing under the State of California;
- (ii) City has taken all actions required by law to approve the execution of this Agreement;
- (iii) City's entry into this Agreement and the performance of City's obligations under this Agreement do not violate any contract, Agreement or other legal obligation of City;
- (iv) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of City's obligations under this Agreement;
- (v) City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement has been duly authorized and no other action by City is requisite to the valid and binding

execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

- (vi) The individual executing this Agreement is authorized to execute this Agreement on behalf of City.

The representations and warranties set forth above are material consideration to Owner and City acknowledges that Owner is relying upon the representations set forth above in undertaking Owner's obligations set forth in this Agreement.

The term "City's actual current knowledge" means, and is limited to, the actual current knowledge of City Manager, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation. All of the terms, covenants, and conditions of this Agreement shall be binding on and shall inure to the benefit of City and its nominees, successors, and assigns.

5.2 Owner Representations and Warranties. Owner represents and warrants to City that, to Owner's actual current knowledge:

- (i) Owner is a duly formed Illinois limited partnership and is in good standing and qualified to do business under the laws of the State of California;
- (ii) The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of Owner;
- (iii) Owner has taken all actions required by law to approve this Agreement;
- (iv) Owner's entry into this Agreement and the performance of Owner's obligations under this Agreement do not violate any contract, Agreement or other legal obligation of Owner
- (v) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Owner's obligations under this Agreement; and
- (vi) Owner has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Owner is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

- (vii) Owner intends to operate the Distribution and Sales Office for retail sales of its Materials in a manner that will result in Taxable Sales and generate Local Sales Tax Revenue to be allocated to City

The representations and warranties set forth herein are material considerations to City and Owner acknowledges that City is relying upon the representations set forth above in undertaking City's obligations set forth above.

The term "Owner's actual current knowledge" means, and is limited to, the actual current knowledge of Owner staff as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty and without any duty of inquiry or investigation.

5.3 Uniqueness. City has entered into this Agreement with Owner because of the unique qualifications and identity of Owner. No voluntary or involuntary successor-in-interest of Owner shall acquire any rights or powers under this Agreement except as expressly set forth herein. Owner may not assign or transfer all or any part of this Agreement except as provided in Section 6.25.

ARTICLE VIMISCELLANEOUS

6.1 Amendment; Modification. At any time City and Owner may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written Agreement between City and Owner. City and Owner agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Owner. With the concurrence of City Attorney, City Manager is authorized on behalf of City to approve and execute Minor Amendments to this Agreement (as defined in Section 3.1.) on behalf of City. Any amendment that is not a Minor Amendment shall require approval by City Council. Any such approved amendment shall control over this Agreement.

6.1.1 Change in Law; Governmental Action. In the event of any material change in applicable law, regulation, administrative directive, or in the event of any judicial decision or decree which materially affects the legality, enforceability, or implementation of this Agreement, or of City's ability to receive, retain, or rebate Local Sales Tax Revenues, the Parties shall meet and confer in good faith to enter into any amendments or other agreements as may be necessary, while also preserving, to the greatest extent possible, the original intent of this Agreement. During any period of non-compliance caused by such change in law or governmental action, City may suspend City Payments until compliance is restored.

6.2 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

6.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

6.4 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

6.5 Tax Consequences. Owner shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

6.6 Rights Not Granted. This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by City concerning any project, development, or construction by Owner in City. This Agreement does not, and shall not be construed to exempt Owner in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City.

This Agreement does not, and shall not be construed to exempt Owner from the application and/or exercise of City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

6.7 Consent. Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.8 Notices and Demands. All notices or other communications required or permitted between City and Owner under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses below subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4th) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices

delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

To City:

City of Perris
101 North "D" Street
Perris, CA 92570
Attn: City Manager

With a copy to:

Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501
Attn: Sunny Soltani, City Attorney

To:

Medline Industries, LP
3 Lakes Dr.
Northfield, IL 60093
Attn: Alex Liberman, EVP Chief Legal Officer

With a copy to:

Medline Industries, LP
3 Lakes Dr.
Northfield, IL 60093
Attn: Eric Gerstein, SVP Tax & Treasury & Risk

6.9 Non-liability of Parties' Officials and Employees. No officer, elected official, contractor, consultant, attorney or employee of City shall be personally liable to Owner, any voluntary or involuntary successors or assignees of Owner, or any lender or other party holding an interest in Owner's property, in the event of any default or breach by City, or for any amount which may become due to Owner or to its successors or assignees, or on any obligations arising under this Agreement.

No officer, official, contractor, consultant, attorney or employee of Owner shall be personally liable to City, any voluntary or involuntary successors or assignees of City in the event of any default or breach by Owner, or for any amount which may become due to City or to its successors or assignees, or on any obligations arising under this Agreement.

6.10 Conflicts of Interest. No officer, elected official, contractor, consultant, attorney or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney or employee participate in any decision relating to this Agreement which unlawfully affects

his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly or indirectly interested.

6.11 Entire Agreement; Confidentiality. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. The terms and existence of this Agreement will not be publicized or made public beyond what is required by law. City shall keep any and all proprietary and confidential information and data provided by Owner under this Agreement strictly confidential to the extent permitted by law. City will use information provided by Owner pursuant to this Agreement only for the purposes within the scope of this Agreement. Owner shall clearly mark or otherwise identify in writing all information it considers to be proprietary and confidential at the time it is delivered to City. The confidentiality obligation under this section shall not apply to: (a) information which is already public information or which is otherwise available to the general public; (b) information received from a third party without a similar confidentiality restriction who is lawfully in possession of the information and who has the lawful right to disclose it; (c) information that is already in City's possession prior to receiving it from Owner; (d) information delivered by Owner to City and not marked or otherwise identified as proprietary and confidential at the time it was delivered; or (e) information required to be disclosed under the California Public Records Act..

6.12 Extensions and Delays. Time is of the essence in the performance of the obligations of City and Owner under this Agreement. In addition to specific provisions of this Agreement, providing for extensions of time, times for performance hereunder shall be extended where delays in performance are due to war, insurrection; any form of labor dispute; lockouts; riots; floods; earthquakes; fires; acts of God or of third parties; third party litigation or orders and judgments of courts of competent jurisdiction; acts of a public enemy; acts of governmental authorities; epidemics; quarantine restrictions; freight embargoes; and other circumstances outside of a Party's reasonable control (collectively, "Enforced Delays") provided, however, that the Party claiming the extension shall notify the other Party of the nature of the matter causing the default; and, provided further, that the extension of time shall be only for the period of the Enforced Delays. In no event shall either Party be deemed in default of this Agreement because of an Enforced Delay event.

6.13 Indemnification; Offset. Except as otherwise provided by this Agreement, Owner agrees to indemnify City and hold it harmless from and against all third party demands, suits, proceedings, causes of action or claims arising from, in connection with or related to this Agreement or from City's performance of this Agreement, except to the extent such demand, suit, proceeding, cause of action or claim was caused by City's negligence or intentional misconduct, or the negligence or intentional misconduct of any of City's officials, officers, employees, or agents, with the exception of CDTFA administrative proceedings described in Section 4.2. In the event that a court or administrative body determines that any portion of Local Sales Tax Revenues must be shared with another jurisdiction, such amount shall be deducted from Local Sales Tax Revenues and shall not be used to calculate the Location Payment Obligation. City shall

fully cooperate in the defense of such demand, suit, proceeding, cause of action or claim and upon written request of Owner shall provide to Owner such documents and records in possession of City that are relevant to such demand, suit, proceeding or claim and not otherwise protected by law.

6.14 Attorneys' Fees. In the event of the bringing of an action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or Agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees (collectively, "Costs") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 6.14, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 6.14 shall survive any termination of this Agreement.

6.15 Informal Dispute Resolution. The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice ("Dispute Notice") that a dispute exists between them. Within twenty (20) days after receipt of a Dispute Notice, the receiving Party shall submit to the disputing Party a written response. The Dispute Notice and response shall include (a) a statement of each Party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the official who shall represent that Party. The senior officials shall meet at a mutually acceptable time and place or by telephone conference within thirty (30) days of the date of the Dispute Notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute, up to a maximum of ninety (90) days of the date of the Dispute Notice ("Resolution Period"). In the event any Party fails to provide a response to a Dispute Notice in accordance with this section or fails to cooperate in the scheduling of, or to attend, the meetings, described above, to resolve the dispute, then, with respect to that Party, the Resolution Period shall be deemed to have run so that the dispute may immediately be subject to legal action.

6.16 Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Riverside, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Owner each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Owner, due to

the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Without limiting the generality of the foregoing, City and Owner specifically waive any rights provided to it pursuant to California Code of Civil Procedure Section 394. Owner acknowledges that the provisions of this Section 6.16 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

6.17 Interpretation. City and Owner acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.18 No Waiver. Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

6.19 Successors and Assigns. The terms, covenants, and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

6.20 No Third-Party Beneficiaries. The performance of the respective obligations of City and Owner under this Agreement are not intended to benefit any party other than City or Owner. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

6.21 No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

6.22 Warranty Against Payment of Consideration. Owner 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. Third parties, for the purposes of this Section 6.22, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Owner_.

6.23 Severability. City and Owner declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term,

condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

6.24 Further Acts. City and Owner each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to Owner any remedy or claim for damages against City based on the lawful exercise of City's discretion.

6.25 No Assignment, Transfer, Pledge or Hypothecation. Owner may not assign, transfer, encumber or hypothecate its rights or obligations under this Agreement to any person or entity, without the express written consent of City, which may be withheld in City's sole and absolute discretion. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation, or any attempt to do so, shall not confer any rights upon the purported assignee or transferee and shall constitute Owner's immediate and incurable material default of this Agreement, and City may, without providing Owner notice or opportunity to cure, exercise those remedies available to City pursuant to Sections 4.6 through 4.8. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement or any right or obligation hereunder to its immediate or ultimate parent, or to an affiliate, by providing advance written notice to City. An "affiliate" shall mean any legal entity that, at the applicable time, directly or indirectly controls, is controlled with or by, or is under common control with, Owner.

6.25.1 Successor Qualification. Any permitted assignment or transfer under this Agreement, even to an affiliate, shall be conditioned upon the proposed successor entity demonstrating, to City's reasonable satisfaction, that it: (i) has lawful authority to conduct Operations within the State of California; (ii) possesses the financial capability to perform all obligations under this Agreement; and (iii) is in current good standing with the California Department of Tax and Fee Administration with respect to Sales Tax compliance.

6.26 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee, or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

6.27 Non-Dedication of Property. The execution of this Agreement by Owner does not result in the dedication of any property for public use.

[Signatures on following pages]

SIGNATURE PAGE
TO
LOCATION AGREEMENT

CITY:

CITY OF PERRIS
a California Municipal Corporation

Dated: _____ By: _____
Clara Miramontes, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Sunny Soltani, City Attorney

SIGNATURE PAGE
TO
LOCATION AGREEMENT

MEDLINE INDUSTRIES, LP

Dated: _____

By: _____

Its: _____

ATTACHMENT 3
Vicinity Map

VICINITY MAP





CITY OF PERRIS

11.E.

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Sales Tax Sharing Agreement with Dover Inc. for the Ethanac Travel Center

REQUESTED ACTION: That the City Council approve entering into a sales tax sharing agreement with Dover Inc. for the Ethanac Travel Center and authorize the City Manager to execute the agreement in substantially the form and format attached, subject to approval as to form by the City Attorney.

CONTACT: Wendell Bugtai, Assistant City Manager

BACKGROUND/DISCUSSION:

The Ethanac Travel Center (“Center”) seeks to establish a new travel center facility for regional and local highway traveling users on property located at Assessor Parcel Numbers 329-250-011 and 329-250-012 in the City of Perris (“Project”). The Project would involve the development of 2,228-square-foot drive-thru restaurant, an 11,752-square-foot convenience store and fueling facilities for trucks and passenger vehicles, an 8,452-square-foot truck shop, and parking facilities for passing motorists and commercial truck operators. The City expects this Project to generate approximately one million dollars (\$1,000,000) in sales tax revenue for the City. The City Council approved this Project on February 11, 2025.

To facilitate the Center’s ability to finance, construct, and operate its travel center facility at the Property, the City proposes to provide the Center financial assistance by making payments to the Center equal to fifty (50) percent of total Local Sales Tax Revenues paid by the Center and collected by City from the California Department of Tax and Fee Administration, up to a maximum total of three million dollars (\$3,000,000), and not to exceed a period of ten (10) years.

This report includes all required information in accordance with Government Code Section 53083. Entering into this Agreement will provide significant public benefits to the City by encouraging the Center to operate in the City for at least the minimum term of this Agreement, thereby generating substantial sales and property tax revenue for the City, creating new employment opportunities for seventy (70) persons, and generally creating social and economic benefits locally. Entry into this tax sharing arrangement serves a significant public purpose, while providing only incidental benefits to a private party.

Staff recommends that the City Council approve entering into a sales tax sharing agreement with Dover Inc. for the Ethanac Travel Center and authorize the City Manager to execute the agreement in substantially the form attached, subject to approval as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT: Zero dollar budget impact. Future City payments will be made to the Center with Sales Tax revenues generated by the Center, and only up to a maximum of three million dollars (\$3,000,000).

Prepared by: Matthew Cohen, Of Counsel

REVIEWED BY: Wendell Bugtai, Assistant City Manager

Assistant City Manager: MB

Assistant City Manager: ER

Director of Finance: MS

Attachments: 1. Sales Tax Sharing Agreement
2. Vicinity Map

Consent:

Public Hearing: X

Business Item:

Presentation:

Other:

ATTACHMENT 1

Sales Tax Sharing Agreement

SALES TAX SHARING AGREEMENT

ARTICLE I PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Sales Tax Sharing Agreement ("**Agreement**") is entered into on this ____ day of _____, 2026 ("**Effective Date**") by and between the City of Perris, a California municipal corporation ("**City**"), and Dover Inc., a California corporation or Assignee as defined herein (the "**Business**"). City and Business are sometimes referred to individually as a "**Party**" and together as "**Parties**" herein.

1.2 Effective Date. This Agreement will not become effective until the date on which both of the following are true: (i) this Agreement has been approved by the City Council following all legally required notices and hearings; and (ii) this Agreement has been executed by the appropriate authorities of City and Business.

ARTICLE II RECITALS.

2.1 Business seeks to establish a new travel center facility for regional and local highway traveling users on property located at Assessor Parcel Numbers 329-250-011 and 329-250-012 in the City of Perris ("**Project**"). The Project would involve the development of a 11,752-square-foot convenience store with a 2,228 square-foot drive-thru restaurant and fueling facilities for trucks and passenger vehicles, an 8,452-square-foot truck shop, and parking facilities for passing motorists and commercial truck operators. The Parties expect that this Project will generate significant sales tax revenues for the City.

2.2 To facilitate Business's ability to construct and operate a new Facility at the Property, the City agreed to provide Business financial assistance by making payments to Business equal to fifty (50) percent of Local Sales Tax Revenues paid by Business and collected by City from the California Department of Tax and Fee Administration, up to a maximum total of three million dollars (\$3,000,000), and not to exceed a period of ten (10) years.

2.3 Entering into this Agreement will provide significant public benefits to the City by encouraging Business to operate in the City for at least the minimum term of this Agreement, thereby generating substantial sales and property tax revenue for the City, creating new employment opportunities for up to seventy (70) persons, and generally creating social and economic benefits locally. The City also determined that its entry into this Agreement serves a significant public purpose, while providing only incidental benefits to a private party.

2.4 This Agreement has been reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 et seq., hereafter the "**Guidelines**"), and the environmental guidelines of the respective parties. This Agreement is not a "project" for purposes of CEQA, as that term is defined by Guidelines §15378, because this Agreement is a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project which may result in potentially significant

physical impact on the environment, per §15378(b)(4) of the Guidelines, or alternatively, an organizational or administrative activity that will not result in a direct or indirect physical change in the environment.

2.5 City, in consideration of the additional Local Sales Tax Revenues (as defined in Section 3.1.12) to be collected and remitted by Business for the benefit of City, which City would not otherwise realize, desires to provide City Payments to Business as compensation for Business establishing the Project at the Property, and otherwise satisfying its obligations under this Agreement.

2.6 Such City Payment will be made on a semi-annual basis in an amount paid from any legally available source of funds.

2.7 City and Business desire to enter into this Agreement for the purposes described above.

ARTICLE III DEFINITIONS.

3.1 Definitions. Unless the context otherwise requires, the terms defined in this Article 3 shall, for all purposes, and of any amendment hereof, and of any opinion or report or other document mentioned herein or therein, have the meanings defined herein; the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

3.1.1 "Agreement" shall have the meaning set forth in Section 1.1.

3.1.2 "Business Day" means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California or City are closed.

3.1.3 "CDTFA" means the California Department of Tax and Fee Administration and any successor agency.

3.1.4 "City" shall have the meaning set forth in Section 1.1 and shall include any nominee, assignee or successor to City's rights, powers and responsibilities.

3.1.5 "City Payment" means, with respect to a particular six month payment period within the Term, fifty (50) percent of the total amount of Local Sales Tax Revenues collected that will be paid by City to Business in accordance with Section 4.2.

3.1.6 "Data and Documentation" means copies of Business's quarterly reports to the CDTFA for the applicable Fiscal Quarter which sets forth the amount of Sales Taxes paid to the CDTFA during the Fiscal Quarter arising from Business's Operations.

3.1.7 "Dispute Notice" shall have the meaning set forth in Section 6.16.

3.1.8 "Effective Date" shall have the meaning set forth in Section 1.1.

3.1.9 "Event of Default" shall have the meaning set forth in Section 4.6.

3.1.19 "Facility" means the Business's completed Project located upon the Property and to be operated by Business following the Effective Date at which Sales transactions are consummated pursuant to the Sales Tax Law.

3.1.10 "Financial Assistance" shall have the meaning set forth in Section 4.1.

3.1.11 "Fiscal Quarter" means each of the four (4) three-month periods within the Term and commencing on January 1, April 1, July 1, or October 1.

3.1.12 "Local Sales Tax Revenues" means that portion of the Sales Tax, paid by Business, which is allocated and paid to City pursuant to the Sales Tax Law. Local Sales Tax Revenues shall not include: (i) Penalty Assessments, (ii) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, or a district or any entity (including an allocation to a statewide or countywide pool) other than City, (iii) any administrative fee charged by the CDTFA, (iv) any Sales Tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local law, rule or regulation; or (v) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the City's general fund.

3.1.13 "Minor Amendment" means any limited technical correction, or not-substantive modification of this Agreement, as determined by the City Manager and City Attorney.

3.1.14 "Operations" means Sales consummated through the Project to be operated by Business following the Effective Date of this Agreement.

3.1.15 "Penalty Assessments" means penalties, assessments, collection costs and other costs, fees or charges resulting from late or delinquent payment of Sales Tax and which are levied, assessed or otherwise collected from Business.

3.1.17 "Property" means the 14.4 acre real property having Assessor's Parcel Numbers 329-250-011 and 329-250-012, located at the northwest corner of Trumble Road and Ethanac Road in the City of Perris, California, upon which it is anticipated that Business will operate the Facility.

3.1.18 "Resolution Period" shall have the meaning set forth in Section 6.16.

3.1.20 "Sales" means all Business's taxable California sales transactions subject to this Agreement that are subject to the Sales Tax Law and which generate Local Sales Tax Revenues. It includes sales of fuel, food, beverage, groceries, services, and other items to any person or entity.

3.1.21 "Sales Tax" means all sales and use taxes levied under the authority of the Sales Tax Law, excluding Sales Tax which is to be refunded to Business, because of an overpayment of Sales Tax.

3.1.22 "Sales Tax Law" means (i) California Revenue and Taxation Code Section 6001 *et seq.*, and any successor law thereto, (ii) any legislation allowing City or other public agency with jurisdiction in City to levy any form of Sales Tax, and (iii) regulations of the CDTFA and other binding rulings and interpretations relating to (i) and (ii) hereof.

3.1.23 "Term" shall mean that period commencing on the Effective Date and ending upon the date City makes the final City Payment to Business up to a total amount of no more than three million dollars (\$3,000,000), or up to ten (10) years following the date Business enters into its first Sales transaction, whichever comes first.

ARTICLE IV OPERATION

4.1 Operation Covenant. Business hereby represents, warrants, and covenants that it shall conduct any Sales operations through the Facility in accordance with this Agreement, the Sales Tax Law, and all other applicable provisions of local, state and federal law. Business will not directly or indirectly solicit or accept any "Financial Assistance" from any other public or private person or entity, if such Financial Assistance is given for the purpose of causing or would result in Business's breach of the covenants set forth in this Section 4.1. For purposes of this Section 4.1 the term "**Financial Assistance**" means any direct or indirect payment, subsidy, rebate, or other similar or dissimilar monetary or non-monetary benefit, including, without implied limitation, payment of land subsidies, relocation expenses, public financings, property or sales tax relief, rebates, exemptions or credits, relief from public improvement obligations, and payment for public improvements to or for the benefit of Business.

4.2 Payment of City Payment. Within thirty (30) days following the later of: (i) City's receipt of final reconciliation reports from the CDTFA for a Fiscal Quarter or a portion thereof occurring within the Term, and (ii) City's receipt of any and all Data and Documentation applicable to such quarterly period or a portion thereof, City will determine and pay to Business the City Payment due for such quarterly period.

4.3 Conditions Precedent to City Payments. For each quarterly period or portion thereof within the Term, City's obligations to make any payments to Business hereunder are expressly contingent upon the satisfaction of the following conditions precedent in each quarterly period after Business begins Sales from the Property:

- (i) Business having, for the entirety of such quarterly period or portion thereof, as applicable, completely fulfilled its material obligations under this Agreement;
- (ii) City's receipt and reasonable approval of the Data and Documentation, certified as complete and accurate by an

authorized Business officer or an authorized signatory delegate; and

- (iii) City possessing sufficient Local Sales Tax Revenues to make a City Payment to Business.

Should any one or more of the foregoing conditions precedent not be satisfied for each Fiscal Quarter or portion thereof, as applicable, then City shall have no obligation to make any City Payment to Business for such Fiscal Quarter until such condition(s) precedent are met. If the City elects to delay any payment on account of any such purported noncompliance by the Business, the City must promptly give Business written notice pursuant to Section 6.8 of all such material obligations that the City alleges have not been fulfilled and cooperate with Business's efforts to effect a cure or remedy with respect thereto.

4.3.2 Adequate Consideration. Each City Payment due and payable under this Agreement shall constitute the total payment to Business for the six month period to which it relates. The Parties determined and agreed that the City Payment due and payable during each six month period represents fair consideration to Business for its covenants and obligations hereunder. Business shall not be entitled to any reimbursement or other compensation from City for any costs incurred by Business in performing or preparing to perform its obligations under this Agreement. The City Payments shall not be reduced or offset for any costs or expenses incurred by City in performing or preparing to perform its duties under this Agreement.

4.3.3 No Carry Forward or Back. City and Business acknowledge and agree that the calculation and determination of all financial components of the Parties' rights and obligations under this Agreement shall be computed on a six month period-to-six month period basis. Revenues generated in one six month period may not be carried forward or back to any prior or future six month period, it being the express agreement and understanding of the Parties that for each six month period the financial obligations of the Parties and satisfaction of the conditions precedent to such obligations shall be determined and made independently of any other six month period.

4.3.4 Source of City Payment. City Payments shall be payable from any source of legally available funds of City. City covenants to reasonably consider such actions as may be necessary to include all City Payments owed hereunder in each of its annual budgets during the Term and to reasonably consider the necessary annual budgetary appropriations for all such City Payments.

4.3.5 Recapture of City Payments. If, at any time during or after the Term of this Agreement, CDTFA makes a final Board determination that all or any portion of the Local Sales Tax Revenues received by the City were improperly allocated and/or paid to the City, and if CDTFA requires repayment of, offsets against future Sales Tax payments, or otherwise recaptures from the City those improperly allocated and/or paid Local Sales Tax Revenues, then Business shall, within thirty (30) days after written demand from the City, together with reasonable documentation, repay all City Payments (or

applicable portions thereof) theretofore paid to Business which are attributable to such repaid, offset or recaptured Local Sales Tax Revenues. If Business fails to make such repayment within thirty (30) days after the City's written demand, together with reasonable documentation, then such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. In addition, to the extent unpaid, City may withhold such amounts from future City Payments. The City will promptly contact Business regarding any communication from the CDTFA pertaining to tax allocations associated with Business's business.

4.4 Audit of Books and Records. Either Party shall make its books and records relating to the rights and obligations under this Agreement available at no cost to the requesting Party and/or its designees (including its accountants and/or attorneys) and shall direct its accountants and other consultants and contractors in possession of its books and records to do likewise; provided, however, that nothing herein shall be deemed to abridge or constitute a waiver of any Party's evidentiary rights and privileges arising pursuant to any provision of law, including, without implied limitation, the California Evidence Code, California Government Code (including the Public Records Act), the Code of Civil Procedure, federal statutes and state or federal judicial decisions. Furthermore, Business may redact or omit confidential information, including but not limited to customer information such as addresses, names and phone numbers. Furthermore, all such non-privileged books and records may be made available and introduced as evidence if ordered by any court of competent jurisdiction. Each Party shall bear the costs of its own auditors, experts and other consultants it may engage to complete its investigation of the other Party's books and records; provided, however, that any audit and/or investigation ordered by the court, may be recovered as an item of litigation expense pursuant to Section 6.13.

4.5 Employment Outreach for Local Residents. A goal of the City in entering into this Agreement is to foster employment opportunities for City residents. To that end, Business shall use commercially reasonable efforts to recruit and hire local residents for full and part time employment opportunities at its Facility, as determined by Business in its sole discretion. Any offers of employment shall be at Business's sole discretion. Nothing in this paragraph shall require Business to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 4.5 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City.

4.6 Event of Default. Each of the following shall constitute an "Event of Default":

4.6.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Agreement, if such failure remains uncured within thirty (30) days after written notice of such failure from the non-defaulting Party to the defaulting Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the defaulting Party fails to commence such cure within such thirty (30) day period or thereafter fails to diligently and continuously proceed with such cure to completion. If, however, a different period, notice requirement, or remedy is

specified under any other section of this Agreement, then the specific provision shall control.

4.6.2 Any representation or warranty contained in this Agreement or in any application, financial statement, invoice, certificate, or report submitted pursuant to this Agreement proves to have been incorrect in any material respect when made.

4.7 Rights and Remedies; Rights and Remedies Not Exclusive. Unless prohibited by law or otherwise provided by a specific term of this Agreement, the rights and remedies of City and Business under this Agreement are non-exclusive and all remedies hereunder may be exercised individually or cumulatively. Upon the other Party's Event of Default, in addition to those remedies expressly granted herein, the Parties shall also have the right to seek all other available legal and equitable remedies.

4.8 Term and Termination.

4.8.1 As defined in Section 3.1.23, the Term of this Agreement shall be the period commencing on the Effective Date and ending upon the date City makes the final City Payment to Business, up to a maximum amount of three million dollars (\$3,000,000), or no more than ten (10) years following the date Business enters into its first Sales transaction, whichever comes first.

4.8.2 In the event Business's lease agreement for the Property where the Facility is located expires or terminates, or the operations of the Facility should terminate, the City or Business may, at their own option, terminate this Agreement upon written notice to the other Party.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.1 City Representations and Warranties. City represents and warrants to Business that, to City's actual current knowledge:

- (i) City is a municipal corporation exercising governmental functions and powers and organized and existing under the State of California;
- (ii) City has taken all actions required by law to approve the execution of this Agreement;
- (iii) City's entry into this Agreement and the performance of City's obligations under this Agreement do not violate any contract, agreement or other legal obligation of City;
- (iv) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of City's obligations under this Agreement;

- (v) City has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement has been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and
- (vi) The individual executing this Agreement is authorized to execute this Agreement on behalf of City.

The representations and warranties set forth above are material consideration to Business and City acknowledges that Business is relying upon the representations set forth above in undertaking Business's obligations set forth in this Agreement.

The term "actual current knowledge" as respecting City means, and is limited to, the actual current knowledge of City Manager, as of the Effective Date, without having undertaken any independent inquiry or investigation for the purpose of making such representation or warranty. All of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of City and its nominees, successors and assigns.

5.2 Business Representations and Warranties. Business represents and warrants to City that, to Business's actual current knowledge:

- (i) Business is a duly formed California limited liability company and is in good standing and qualified to do business under the laws of the State of California;
- (ii) The individual(s) executing this Agreement is/are authorized to execute this Agreement on behalf of Business;
- (iii) Business has taken all actions required by law to approve this Agreement;
- (iv) Business's entry into this Agreement and the performance of Business's obligations under this Agreement do not violate any contract, agreement or other legal obligation of Business;
- (v) There are no pending lawsuits or other actions or proceedings which would prevent or impair the timely performance of Business's obligations under this Agreement; and
- (vi) Business has the legal right, power, and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized

and no other action by Business is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein.

The representations and warranties set forth herein are material considerations to City and Business acknowledges that City is relying upon the representations set forth above in undertaking City's obligations set forth above.

The term "actual current knowledge" as respecting Business means, and is limited to, the actual current knowledge of the individual(s) executing this Agreement on behalf of Business as of the Effective Date.

5.3 The City has entered into this Agreement with Business because of the unique qualifications and identity of Business. No voluntary or involuntary successor-in-interest of Business shall acquire any rights or powers under this Agreement except as expressly set forth herein.

ARTICLE VI MISCELLANEOUS

6.1 Amendment; Modification. At any time City and Business may determine that this Agreement should be amended for the mutual benefit of the Parties, or for any other reason. Any such amendment to this Agreement shall only be by written agreement between City and Business. City and Business agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, although neither Party shall be obligated to approve any such amendment. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both City and Business. With the concurrence of the City Attorney, the City Manager is authorized on behalf of City to approve and execute Minor Amendments to this Agreement (as defined in Section 3.1.13) on behalf of City. Any amendment that is not a Minor Amendment shall require approval by the City Council. Any such approved amendment shall control over this Agreement.

6.2 California Law. This Agreement shall be construed and governed in accordance with the laws of the State of California without regard to its conflict of laws principles.

6.3 Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall constitute but one (1) and the same instrument.

6.4 Business Days. Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

6.5 Tax Consequences. Business shall be responsible and assume all liability for federal, state and/or local income or other taxes resulting from its receipt of City Payments.

6.6 Rights Not Granted. This Agreement is not, and shall not be construed to be, a statutory development agreement under California Government Code Section 65864 *et seq.* or a disposition and development agreement under California Health and Safety Code Section 33000 *et seq.* This Agreement is not, and shall not be construed to be, an approval of or an agreement to issue permits or a granting of any right or entitlement by City concerning any project, development, or construction by Business in City. This Agreement does not, and shall not be construed to exempt Business in any way from the requirement to obtain permits and/or other discretionary or non-discretionary approvals as may be necessary for the development, maintenance and operation of any project, development or construction within City.

This Agreement does not, and shall not be construed to exempt Business from the application and/or exercise of City's power of eminent domain or its police power, including, but not limited to, the regulation of land uses and the taking of any actions necessary to protect the health, safety and welfare of its citizenry.

6.7 Consent. Whenever consent or approval of either Party is required under this Agreement, that Party shall not unreasonably withhold, delay or condition such consent or approval unless a different standard is otherwise provided by a specific provision of this Agreement.

6.8 Notices and Demands. All notices or other communications required or permitted between City and Business under this Agreement shall be in writing, and may be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express), and addressed to the Parties at the addresses below subject to the right of either Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been received on the fourth (4th) Business Day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by courier service (e.g., Federal Express), shall be deemed received upon actual receipt of the same by the Party to whom the notice is given.

To City: City of Perris
Attention: Clara Miramontes, City Manager
22795 Barton Road
Perris, CA 92313

With a copy to: Aleshire & Wynder, LLP
Attention: Sunny Soltani, City Attorney
1 Park Plaza, Unit 1000
Irvine, CA 92614

To Business: Dover Inc.,
Attention: Chandresh Ravaliya
1031 Rosecrans Ave., Suite 207
Fullerton, CA 92833

6.9 Non-liability of City Officials and Employees. No officer, elected official, contractor, consultant, attorney, or employee of City shall be personally liable to Business, any voluntary or involuntary successors or assignees of Business, or any lender or other party holding an interest in Business's property, in the event of any default or breach by City, or for any amount which may become due to Business or to its successors or assigns, or on any obligations arising under this Agreement.

6.10 Conflicts of Interest. No officer, elected official, contractor, consultant, attorney, or employee of City shall have any personal interest, direct or indirect, in this Agreement nor shall any such officer, elected official, contractor, consultant, attorney, or employee participate in any decision relating to this Agreement which unlawfully affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.

6.11 Entire Agreement; Confidentiality. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, in direct conflict with this Agreement shall be deemed to exist or to bind any of the Parties hereto. All prior written or oral offers, counteroffers, memoranda of understanding, proposals, and the like are superseded by this Agreement. The terms and existence of this Agreement will not be publicized or made public beyond what is required by law. City shall keep any and all proprietary and confidential information and data provided by Business under this Agreement strictly confidential to the extent permitted by law. City will use information provided by Business pursuant to this Agreement only for the purposes within the scope of this Agreement. Business shall clearly mark or otherwise identify in writing all information it considers to be proprietary and confidential at the time it is delivered to City. The confidentiality obligation under this section shall not apply to: (a) information which is already public information or which is otherwise available to the general public; (b) information received from a third party without a similar confidentiality restriction who is lawfully in possession of the information and who has the lawful right to disclose it; (c) information that is already in City's possession prior to receiving it from Business; (d) information delivered by Business to City and not marked or otherwise identified as proprietary and confidential at the time it was delivered; or (e) information required to be disclosed under the California Public Records Act.

6.12 Force Majeure. Time is of the essence in the performance of the obligations of City and Business under this Agreement. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Party seeking to claim force majeure protection shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. The Party not seeking force majeure protection shall ascertain the facts and the extent of delay, and extend the time for performance for the period of the delay when and if in the

judgment of such Party such delay is justified. Such determination shall be final and conclusive upon the Parties to this Agreement.

6.13 Indemnification. Business agrees to indemnify and defend City and hold it harmless from and against all third party demands, suits, proceedings, causes of action or claims arising from, in connection with or related to this Agreement or from City's performance of this Agreement, except to the extent such demand, suit, proceeding, cause of action or claim was caused by City's negligence or intentional misconduct, or the negligence or intentional misconduct of any of the City's officials, officers, employees, or agents. The City shall fully cooperate in the defense of such demand, suit, proceeding, cause of action or claim and upon written request of Business shall provide to Business such documents and records in possession of the City that are relevant to such demand, suit, proceeding or claim and not otherwise protected by law.

6.14 Payment of Prevailing Wages. Business acknowledges that the City has made no representation, express or implied, to Business or any person associated with the Business regarding whether or not laborers employed relative to the construction and installation of the Facility, if any, must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. ("Prevailing Wage Law"). Business agrees with the City that Business shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction pertaining to the Facility must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Sections 1720, et seq. To this end, Business acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Business or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Business shall (with counsel acceptable to the City) indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature), liabilities, damages, penalties or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. Business covenants and agrees that Business shall assume the responsibility and be solely responsible for determining whether or not laborers employed relative to any construction pertaining to the construction of the Facility must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to the Prevailing Wage Law.

6.15 Attorneys' Fees. In the event of the bringing of an action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement or any other dispute between the Parties concerning this Agreement then, in that event, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to recover from the other Party all costs and expenses of suit or claim, including actual attorneys' fees and expert witness fees. Any judgment, order or award entered in any final judgment or award shall contain a specific provision providing for the recovery of all costs and expenses of

suit or claim, including actual attorneys' fees and expert witness fees (collectively, "**Costs**") incurred in enforcing, perfecting and executing such judgment or award. For the purposes of this Section 6.15, Costs shall include, without implied limitation, attorneys' and experts' fees, costs and expenses incurred in the following: (i) post judgment motions and appeals, (ii) contempt proceedings, (iii) garnishment, levy and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation. This Section 6.15 shall survive any expiration or sooner termination of this Agreement.

6.16 Informal Dispute Resolution. The Parties shall attempt in good faith to resolve any differences, controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior officials of the Parties who have authority to settle the difference or controversy. The disputing Party may give the other Party written notice ("**Dispute Notice**") that a dispute exists between them. Within twenty (20) days after receipt of a Dispute Notice, the receiving Party shall submit to the disputing Party a written response. The Dispute Notice and response shall include (a) a statement of each Party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the official who shall represent that Party. The senior officials shall meet at a mutually acceptable time and place or by telephone conference within thirty (30) days of the date of the Dispute Notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute, up to a maximum of ninety (90) days of the date of the Dispute Notice ("**Resolution Period**"). In the event any Party fails to provide a response to a Dispute Notice in accordance with this section or fails to cooperate in the scheduling of, or to attend, the meetings, described above, to resolve the dispute, then, with respect to that Party, the Resolution Period shall be deemed to have run so that the dispute may immediately be subject to legal action.

6.17 Jurisdiction and Venue. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in the County of Riverside, California. Both Parties hereto irrevocably consent to the personal jurisdiction of that court. City and Business each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including, without implied limitation, federal district court, due to any diversity of citizenship between City and Business, due to the fact that City is a party to such action or proceeding or due to the fact that a federal question or federal right is involved or alleged to be involved. Business acknowledges that the provisions of this Section 6.17 are material consideration to City for its entry into this Agreement, in that City will avoid the potential cost, expense and inconvenience of litigating in a distant forum.

6.18 Interpretation. City and Business acknowledge that this Agreement is the product of mutual arms-length negotiation and drafting and that both Parties have been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement. In any action or proceeding to interpret or enforce this Agreement, the finder of fact may refer to any extrinsic evidence not in

direct conflict with any specific provision of this Agreement to determine and give effect to the intention of the Parties with respect to any ambiguities in this Agreement.

6.19 No Waiver. Failure to insist on any occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver by any Party of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment by any Party of such other right or power at any other time or times.

6.20 Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their voluntary and involuntary successors and assigns.

6.21 No Third Party Beneficiaries. The performance of the respective obligations of City and Business under this Agreement are not intended to benefit any party other than City or Business. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement.

6.22 No Effect on Eminent Domain Authority. Nothing in this Agreement shall be deemed to limit, modify, or abridge or affect in any manner whatsoever City's eminent domain powers with respect to any property.

6.23 Warranty Against Payment of Consideration. Business 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. Third parties, for the purposes of this Section 6.23, shall not include persons to whom fees are paid for professional services if rendered by attorneys, financial consultants, accountants, engineers, architects and the like when such fees are considered necessary by Business.

6.24 Severability. City and Business declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

6.25 Further Acts. City and Business each agree to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder. The foregoing shall not, however, be deemed to require City to exercise its legislative discretion in any particular fashion or to provide to Business any remedy or claim for damages against City based on the lawful exercise of City's discretion.

6.26 No Assignment, Transfer, Pledge, or Hypothecation. Business may not assign, transfer, pledge, encumber, or hypothecate its rights or obligations under this Agreement subject to below, to any person or entity without the express written consent of City, which may be withheld in City's sole and absolute discretion. Any unpermitted assignment, transfer, pledge, encumbrance, or hypothecation, or any attempt to do so, shall not confer any rights upon the purported assignee or transferee, and any such assignment,

transfer, pledge or hypothecation shall constitute Business's immediate and incurable material default of this Agreement, that the City may, without providing Business notice or opportunity to cure, exercise those remedies available to City pursuant to Sections 4.6 and 4.8.2.

Notwithstanding the foregoing, Business shall have the right to assign or transfer this Agreement or any right or obligation hereunder to an affiliate or to an entity that Chandresh Ravaliya is a member of, by providing advance written notice to City.

Additionally, in connection with a bona fide sale of the Property or business, Business may assign this Agreement to a purchaser that is an experienced fuel station operator subject to the prior written consent of City, which shall not be unreasonably withheld, conditioned, or delayed. City's failure to approve or disapprove such assignment within thirty (30) days after receipt of a complete written request shall be deemed approval.

6.27 Relationship of Parties. The Parties shall not be deemed in a relationship of partners or a joint venture by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF PERRIS, a municipal corporation

Clara Miramontes, City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny Soltani, City Attorney

BUSINESS:

Dover Inc., a California corporation

By: _____
Name: Chandresh Ravaliya
Title: CEO, Secretary

Address: 1766 Ethanac Rd, Perris, CA 92570

ATTACHMENT 2

Vicinity Map

VICINITY MAP





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

12.A

MEETING DATE: April 14, 2026

SUBJECT: Renaming of Cesar Chavez Library, and Modification/Removal of the Cesar Chavez Statue and artistic paintings/murals on city property.

REQUESTED ACTION: Discuss and provide direction to staff related to the renaming of the Cesar Chavez Library and modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/ DISCUSSION

The City of Perris currently recognizes Cesar Chavez through the naming of the Cesar Chavez Library, as well as a recent statue of Cesar Chavez at the southwest corner of Perris Blvd., and San Jacinto Ave. There is also an artistic wrap on a utility box on the city campus and a mural inside the library that depict Cesar Chavez. In light of recent allegations regarding aspects of Chavez's personal conduct, this item is to evaluate the removal or modification of existing recognitions of Cesar Chavez on City-owned property.

Staff is recommending that the City Council provide direction to staff as to the modification or removal of the items mentioned above that currently recognize Cesar Chavez. The statue was recently constructed and paid for through the Public Art Development Impact Fees, as well as the other artistic paintings/murals.

BUDGET (or FISCAL) IMPACT: Replacement of the statue is estimated to cost up to \$460,000, repainting of the mural inside the library is estimated to cost up to \$15,000, renaming the library and plaque replacement is estimated to cost up to \$25,000, and re-wrapping the utility box is estimated to cost up to \$900. Other options include modifications where it is possible to reduce costs.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

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