AGENDA

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

Tuesday, October 13, 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.

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PUBLIC PARTICIPATION OPTIONS

TO PROVIDE IN-PERSON PUBLIC COMMENT:

You may provide public comment in-person by filling out a speaker card (optional) and giving it to the City Clerk.

TO PROVIDE ONLINE/AUDIO PUBLIC COMMENT:

To provide audio public comment, connect to the meeting online or by telephone please see below.
Join Online from PC, Mac, iPad or Android: https://us06web.zoom.us/j/83270967568-Use the Raise Hand feature to request to speak
Webinar ID: 832 7096 7568
Join via audio/telephone: +1 669 444 9171 US, +1 346 248 7799 US (Houston), +1 720 707 2699 US (Denver), +1 253 215 8782 US (Tacoma), +1 646 558 8656 US (New York), +1 301 715 8592 US (Washington DC), +1 312 626 6799 US (Chicago)
-Use *9 to request to speak | *6 to unmute/mute

CLOSED SESSION: NO CLOSED SESSION

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

2. ***ROLL CALL:***

   Corona, Rabb, Vallejo, Nava, Vargas

3. ***INVOCATION:***

   Pastor Gregory McNair
   God's Harvest Community Church
   21400 Johnson Street
   Perris, CA 92570

4. ***PLEDGE OF ALLEGIANCE:***

   Mayor Pro Tem Corona will lead the Pledge of Allegiance.

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

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

   6.A. Recognition of Riverside County Firefighters for Emergency Childbirth Response.

   6.B. U. S. Conference of Mayors, America 250th Poster Contest Award Recognition.

   6.C. Recognition of the Employee of the 3rd Quarter 2026.

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:

9.A. Consideration to approve the minutes of the Special Joint Meeting held on September 17, 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.

9.B. Consideration to approve the minutes of the Regular Joint Meeting held on September 29, 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.**

10.A. Consideration to award a Public Works Contract to Ybanag Realty and Development Corporation, doing business as D'Ybanag Construction Company, for the Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project in the amount of $384,928.00, with a 10% contingency of $38,492.80 for a total amount of $423,420.80, and a contract term of sixty working days.

10.B. Consideration to award a Public Works Contract to Carter Enterprises Group, Inc. for the City-Wide Annual On-Call Sidewalk Repair and Maintenance Services Program in an amount not to exceed $250,000, plus a 10% contingency in the amount of $25,000, totaling $275,000, for a one-year contract term with up to two additional one-year extensions.

10.C. Consideration to execute a Second Amendment extending the existing agreement with Willdan Financial Services for an additional one-year term for Annual Administration and Annexation Services of the Landscape and Lighting Act of 1972 District in an amount not to exceed $58,500.00.

10.D. Consideration to approve the City's monthly Check Register for September 2026.

10.E. Consideration to award a Professional Services Agreement to Pacific Code Compliance LLC (PCC) for project management services for the new fire station located at 2495 Murrieta Road, in an amount not to exceed $260,000.00 for a term ending on December 31, 2027.

10.F. Consideration to adopt Proposed Resolution Number (next in order) regarding authorization to execute and submit applications and related documents to the California Governor's Office of Emergency Services (CAL OES) for federal funding opportunities under the Infrastructure Investment and Jobs Act of 2021.

10.G. Consideration to approve an Employee Travel Policy Including on a Per Diem Basis for Meals. *(This item was continued from the September 29, 2026 City Council Meeting).*

10.H. Consideration to approve a Revised City Council Travel Policy Including on a Per Diem

Basis for Meals. *(This item was continued from the September 29, 2026 City Council Meeting).*

10.I. Consideration to Approve a Professional Services Agreement between the City of Perris and CG Resources Management and Engineering, Inc. for National Pollutant Discharge Elimination System Assistance and Water Quality Management Program Review and Inspection Services in the amount not to exceed $70,000.00 for a three (3) year contract term.

10.J. Consideration to Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement in the amount of $3,735,601.00 between the City of Perris, City of Menifee, Western Riverside Council of Governments and Core 5 Industrial Partners, LLC. for construction of the Ethanac Road Improvements between I-215 Interchange and Sherman Road.

10.K. Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance No. 1479 Approving Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

10.L. Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance No. 1480 approving Planned Development (PD) Overlay Zone 22-05152 to apply a PD overlay zone on 13.61 acres currently zoned R-6,000 Single Family Residential Zone to facilitate the construction of a 91-unit single-family residential gated development, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest, Pacific Communities.

10.M. Consideration to Approve a Lease Agreement for property located at 129 East 10th Street, APN 313-272-005 between the City of Perris and Edgar and Stephanie Arredondo.

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.**

11.A. Consideration to Adopt Proposed Resolution Number (next in order) and Introduce and Conduct the First Reading, by Title Only, of Ordinance Number (next in order) regarding Specific Plan Amendment 26-00002 and Zoning Code Text Amendment 26-00002 – A proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code, and the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit data centers Citywide. Applicant: City of Perris.

11.B. Consideration to Issue the 10-Day Report identifying the measures taken to alleviate the conditions that led to the prior 10-month and 15-day Industrial Moratorium extension on the approval, establishment, and expansion of industrial warehousing and distribution uses, and adopting an Interim Urgency Ordinance, by title, extending the Moratorium for an

additional year until December 9, 2027.

11.C. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 to the City's Maintenance Districts. Owner(s): Newcastle Partners, Inc, APN(s): 330-090-007, 330-090-043. DPR 22-00018 (Newcastle Ellis) is located located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway.

11.D. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 (Newcastle Ellis) into CFD 2018-02 (Public Services District) – Annexation No. 31. DPR 22-00018 is located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. APN(s): 330-090-007, 330-090-043. Owner(s): Newcastle Partners, Inc.

11.E. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 (Newcastle Ellis) into CFD 1-S (South Perris Public Services District) – Annexation No. 17. DPR 22-00018 is located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. APN(s): 330-090-007, 330-090-043. Owner(s): Newcastle Partners, Inc.

11.F. Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 23-05025 to the City's Flood Control Maintenance District No. 1 (FCMD 1). Owner(s): Basraon, LLC, APN(s): 305-080-082, CUP 23-05025 is located within the Perris Spectrum Shopping Center.

11.G. Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of CUP 23-05025 into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 76. CUP 23-05025 is located within the Perris Spectrum Shopping Center. APN(s): 305-080-082. Owner(s): Basraon.

11.H. Consideration to Introduce and Conduct the First Reading, by title only, of Proposed Ordinance Number (next in order)-a proposal to Update the Stephens' Kangaroo Rat (SKR) mitigation fees for new development projects to include an annual Consumer Price Index (CPI) adjustment.

12. BUSINESS ITEMS: (not requiring a "Public Hearing"): NO BUSINESS ITEMS

***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

9.A

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to approve the minutes of the Special Joint Meeting held on September 17, 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.

REQUESTED ACTION: Approve the minutes of the Special Joint Meeting held on September 17, 2026.

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION:
None

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Minutes-September 17, 2026 Special Joint City Council Meeting.pdf

ATTACHMENT 1

Minutes-September 17, 2026 Special Joint City Council Meeting

MINUTES

SPECIAL 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

Thursday, September 17, 2026 | 6:00 PM

City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 N. D Street, Perris, CA 92570

1. CALL TO ORDER: 6:00 P.M.

Mayor Vargas called the Special Joint City Council Meeting to order at 6:00 p.m.

2. ROLL CALL:

Present: Nava, Corona, Rabb, Vallejo, Vargas

Staff Present: City Manager Miramontes, Assistant City Manager Reyna, Assistant City Manager Bugtai, City Engineer Pourkazemi, Director of Development Services Phung and Assistant City Attorney Jones.

3. PLEDGE OF ALLEGIANCE:

Councilmember Nava led the Pledge of Allegiance.

4. PUBLIC COMMENT:

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

5. CLOSED SESSION:

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

Assistant City Attorney Jones noted that the City Council would meet in Closed Session to discuss the item listed on the agenda.

The City Council adjourned to Closed Session at 6:02 p.m.

The City Council reconvened in Open Session at 7:08 p.m. Assistant City Attorney Jones reported that the City Council met in Closed Session to discuss the item listed on the agenda, and there was no reportable action.

6. ADJOURNMENT:

There being no further business, Mayor Vargas adjourned the Special Joint City Council Meeting at 7:09 p.m. in memory of longtime Perris Valley resident, Leon Motte who passed away on August 24, 2026.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

9.B

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to approve the minutes of the Regular Joint Meeting held on September 29, 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.

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council meeting held on September 29, 2026.

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION:
None

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Minutes-September 29, 2026 Regular Joint City Council Meeting.pdf

ATTACHMENT 1

Minutes-September 29, 2026 Regular Joint City Council Meeting

MINUTES
REGULAR CITY COUNCIL MEETING
SEPTEMBER 29, 2026

CLOSED SESSION: 4:30 P.M.

Mayor Vargas called the Closed Session to order at 4:30 p.m.

ROLL CALL:

Present: Nava, Corona, Rabb, Vallejo, Vargas

Staff Member's present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Sunny Soltani

A. Conference with Real Property Negotiators – Government Code Section 54956.8 1. Property: APN(s) 313-272-005 (129 E. 10th Street) Negotiating Parties: Edgar and Stephanie Arredondo City Negotiator: Clara Miramontes, City Manager Under Negotiation: Price and terms of payment

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

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

City Attorney Soltani noted that the City Council would meet in Closed Session to discuss the items listed in the agenda.
There was no Public Comment.
The City Council adjourned to Closed Session at 4:32 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:37 p.m.

2. ROLL CALL:

Present: Vallejo, Nava, Corona, Rabb, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Soltani, City Engineer Pourkazemi, Police Captain Lamb, Fire Chief Scoville, Director of Finance Schenk, Director of Parks and Community Services Ramirez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Municipal Enforcement Services Trejo, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:

Director Abdallah Jadallah
Perris Islamic Center
3895 N. Perris Blvd., Perris, CA 92571

4. ***PLEDGE OF ALLEGIANCE:***

Councilmember Nava led the Pledge of Allegiance.

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

City Attorney Sunny Soltani reported that the City Council met in Closed Session to discuss the item listed on the agenda. She noted the following:
Item A. No reportable action was taken.
Item B. The City Council approved the hiring of Clarus Investigation Firm, on (1) Case. There was no reportable action on the second case.
Item C. No reportable action was taken.

6. ***PRESENTATIONS/ANNOUNCEMENTS:***

A. Presentation by Laura Dania Ortega Figueroa, Consul for Community, Educational, and Cultural Affairs for the Consulate of Mexico in San Bernardino.

7. ***YOUTH ADVISORY COMMITTEE COMMUNICATIONS:***

The report was given by Youth Advisory Committee President Alyssa Choup.

8. ***PUBLIC COMMENT/CITIZEN PARTICIPATION:***

The Mayor called for Public Comment. The following people spoke at Public Comment:
Martha Danata
Rodrigo Mendoza
Antonio Ayala
Cesar Macias
Ashley W.
Veronica Partida
Lupe Gomez
Ismael Gonzalez
Dan – via Zoom

9. ***APPROVAL OF MINUTES:***

A. Approved the minutes of the Special Joint Meeting held on September 1, 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.

M/S/C: Motion by David Starr Rabb, Seconded by Marisela Nava to approve the minutes of the Special Joint Meeting held on September 1, 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.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

B. Approved the minutes of the Regular Joint Meeting held on September 8, 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.

M/S/C: Motion by David Starr Rabb, Seconded by Marisela Nava to approve the minutes of the Regular Joint Meeting held on September 8, 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.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

10. CONSENT CALENDAR:

Staff requested that Items 10.Q. and 10.R. be continued to a future City Council Meeting.

Councilmember Rabb requested that Item 10.S. be pulled for discussion.

The Mayor called for Public Comment. There was no Public Comment on the balance of the Consent Calendar. Public Comment for Item 10.S. would be called during that item.

A. Adopted Resolution Number 6844 adopting the State Conflict of Interest Code and amending the list of Designated Employees.

B. Adopted Resolution Numbers 6845, 6846 and 6847 regarding Annexation of CUP 24-05152 to Maintenance District No. 84-1 (Lighting). CUP 24-05152 is located on the southside of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

C. Adopted Resolution Numbers 6848, 6849 and 6850 regarding Annexation of CUP 24 -05152 to Landscape Maintenance District No. 1 (LMD 1). CUP 24-05152 is

located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

D. Adopted Resolution Number 6851 regarding Annexation of CUP 24-05152 to Flood Control Maintenance District No. 1 (FCMD 1). CUP 24-05152 is located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

E. Adopted Resolution Number 6852 regarding Annexation of CUP 24-05152 into CFD 1-S (South Perris Public Services District) –Annexation No. 18-CUP 24-05152 is located on the south side of Old Nuevo Road. APN(s): 311-050-053 Owner(s): In-N-Out Burgers, Inc.

F. Approved the City's monthly Check Register for August 2026.

G. Approved Professional Services Agreement with HdL Companies for annual compliance and financial audit services for cannabis businesses in the City for a 2-year term with a contract amount of $288,000.

H. Approved a Professional Service Agreement with Spectrum Business for Internet Services in an amount not to exceed $225,900 for a sixty (60) month term.

I. Awarded a Public Art Agreement to Mass Murals LLC, for the installation of two (2) public art murals at Foss Field Park located at 138 N. Perris Boulevard, Perris, CA 92570, in the amount of $84,500, for an eight (8) week contract term.

J. Approved Final Tract Map 24-05025 (FTM 31157) – Final approval of Tentative Tract Map No. 31157 to subdivide 31.04 acres into 132 single-family residential lots, generally located west of Evans Road, south of Nuevo Road, and north of San Jacinto Avenue, in the R-6,000 Zone of the Parkwest Specific Plan. Applicant: Jason Keller, PW Land Investments, LP.

K. Approved Final Financing Parcel Map 26-00002 (FPM 38811) – Approval of Final Financing Parcel Map No. 38811 to subdivide approximately 197.28 net acres into 4 lots to allow for the sale of the properties associated with the Harvest Landing Specific Plan located north of Walmart Center Drive, south of Orange Avenue, east of Frontage Road, and west of North Perris Boulevard. Applicant: HIP SoCal Properties, LLC

L. Approved Professional Service Agreement with Hushmand Associates, Inc., for compaction and asphalt and concrete material testing services for the Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157) and the

Public Works Parking Lot Project (F076), in the amount of $177,997.50, for a 200-day contract term.

M. Approved Professional Services Agreement with Albert A. Webb Associates, for Environmental and Design Engineering Services for the Goetz Road Bridge Replacement and Widening over the San Jacinto River (CIP S160), in the amount of $1,812,224.00, for a four (4) year contract term.

N. Approved a Professional Services Agreement between the City of Perris and Municipal Project Management Services, LLC to provide Engineering project management support services in the amount not to exceed $125,000 for a one (1) year contract term.

O. Approved the third, one (1) year extension through Amendment No.1 to First Amended and Restated Agreement for Professional Services between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants, to continue to provide General Engineering Inspection Services in a total not to exceed amount of $900,000.00 for a one (1) year contract term.

P. Approved IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to December 16, 2026.

Q. **This item was continued to a future meeting**-Consideration to Approve an Employee Travel Policy Including on a Per Diem Basis for Meals.

R. **This item was continued to a future meeting**-Consideration to Approve a Revised City Council Travel Policy Including on a Per Diem Basis for Meals.

S. Approved a Professional Services Agreement between the City of Perris and the Perris Valley Chamber of Commerce in the amount of $90,000 for a term of one (1) year.

This item was pulled by Councilmember Rabb for discussion.

The Mayor called for Public Comment. The following people spoke at Public Comment:
Alecia Brazell
Maria Ortiz
Maria Soto Martinez
Maricela Gomez
Diana Mendez
Victor Conterase

Jose Ruelas
Cladio Ramirez
Vanessa Perez
Nicholas Navas
Maria Rosales
Jerry Sepulveda
Lupe Gomez

The following Councilmember's spoke:
Rabb
Corona
Nava
Vallejo
Vargas

M/S/C: Motion by David Starr Rabb, Seconded by Malcolm Corona to approve the item, modifying the amount for the State of the City event from $45,000 to $30,000 and requiring the Chamber of Commerce to produce the video associated with the State of the City event.

A substitute motion was provided:

M/S/C: Motion by Michael M. Vargas, Seconded by Elizabeth Vallejo to approve the item, as presented.

AYES: NAVA, VALLEJO, VARGAS
NOES: CORONA, RABB
ABSENT:
ABSTAIN:

M/S/C: Motion by David Starr Rabb, Seconded by Marisela Nava to approve the Consent Calendar, as presented, with the exception of items 10.Q., 10.R. and 10.S.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

11. PUBLIC HEARINGS:

A. Introduced and Conducted the First Reading by Title Only of Ordinance Number 1479 regarding Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

Councilmember Vallejo left the City Council Chambers at 8:20 p.m. and returned at 8:22 p.m.

Councilmember Nava left the City Council Chambers at 8:20 p.m. and returned at 8:21 p.m.

This item was introduced by Director of Development Services Kenneth Phung and turned over to Principal Planner Rafael Garcia for the presentation.

The Mayor opened the Public Hearing at 8:22 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:22 p.m.

The following Councilmember spoke:
Nava

M/S/C: Motion by Malcolm Corona, Seconded by David Starr Rabb to adopt the First Reading of Ordinance Number 1479, by title only, as presented.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

B. Adopted Resolution Number 6853 and Introduced and Conducted the First Reading by Title Only of Ordinance Number 1480 regarding Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22- 05153 (TTM 37907), Development Plan Review 22-00014 – A proposal to consider a gated residential development on 13.61 gross acres, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest of Pacific Communities.

This item was introduced by Director of Development Services Kenneth Phung and turned over to Contract Planner Matthew Evans for the presentation.

The Mayor opened the Public Hearing at 8:31 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:31 p.m.

The following Councilmember's spoke:
Rabb
Corona

The Mayor reopened the Public Hearing at 8:34 p.m. The representative for the applicant spoke.
The Mayor closed the Public Hearing at 8:34 p.m.

The following Councilmember's spoke:
Corona
Nava
Vargas

M/S/C: Motion by Malcolm Corona, Seconded by Marisela Nava to adopt Resolution Number 6853 and adopt the First Reading of Ordinance Number 1480, by title only, as presented.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

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

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

A. Adopted Resolution Numbers 6854 and 6855 regarding financing and issuance of bonds associated with CFD No. 2022- 2 (Perris Logistics Center) to finance certain public facilities located outside or within the CFD. Perris Logistics Center has a northern site located at Redlands Avenue and Ellis Avenue and a southern site located at Mapes Road and Goetz Road within the City.

The item was introduced by Director of Finance Matthew Schenk and turned over to Jim Fabian, Fieldman, Rolapp and Associates for the presentation.

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

M/S/C: Motion by Malcolm Corona, Seconded by David Starr Rabb to adopt Resolution Numbers 6854 and 6855, as presented.

AYES: NAVA, CORONA, RABB, VALLEJO, VARGAS
NOES:
ABSENT:
ABSTAIN:

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:
Rabb
Vallejo
Nava
Corona
Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:56 p.m. in memory of Coach Marcus Lawson who passed away on September 25, 2026 and Coach Aurelio Correa, who passed away on September 8, 2026. Mayor Vargas also noted that the Special Meeting held on September 17, 2026 was adjourned in memory of longtime Perris Valley resident Leon Motte who passed away on August 24, 2026.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

10.A

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to award a Public Works Contract to Ybanag Realty and Development Corporation, doing business as D'Ybanag Construction Company, for the Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project in the amount of $384,928.00, with a 10% contingency of $38,492.80 for a total amount of $423,420.80, and a contract term of sixty working days.

REQUESTED ACTION: That the City Council:

1. Award a Public Works Construction Contract to Ybanag Realty and Development Corporation, doing business as D'Ybanag Construction Company, to complete the Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project for a contract amount of $384,928.00 and a contract term of sixty working days;
2. Authorize 10% of the contract amount for contingency in the amount of $38,492.80; and
3. Authorize the City Manager to execute the Public Works Construction Contract and all necessary documents, approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works

BACKGROUND/DISCUSSION:

The Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project provides for maintenance and rehabilitation of storm drain facilities located throughout the city.

The scope of work includes cleaning reinforced concrete box channels and storm drainpipes greater than 36 inches in diameter; maintaining earthen channels; performing maintenance at the flood control detention basins; repairing chain-link fencing; and removing and disposing of excess material generated by the work.

On August 17, 2026, the Project was advertised on PlanetBids, the City's electronic bidding platform. Bids were opened on September 11, 2026. A total of eight bids were received, ranging from $384,928.00 to $2,490,580.00, as listed below:

Bidder	Bid Amount
Ybanag Realty & Development Corporation	$384,928.00
Jeremy Harris Construction, Inc.	$408,030.00
Downstream Services, Inc.	$416,817.00
Gentry General Engineering, Inc.	$523,590.00
EBS General Engineering, Inc.	$586,140.00
Matcon General Engineering, Inc.	$669,887.44
Leonida Builders, Inc.	$826,900.00
United Storm Water, Inc.	$2,490,580.00

The lowest responsible bid was submitted by D'Ybanag Construction Company, a local City of Perris business, in the amount of $384,928.00.

Staff recommends that the City Council: 1) award the Public Works Contract to Ybanag Realty & Development Corporation, doing business as D'Ybanag Construction Company, to complete the Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project for a contract amount of $384,928.00 and a contract term of sixty working days; 2) authorize a 10% construction contingency in the amount of $38,492.80; for a total amount of $423,420.80; and 3) authorize the City Manager to execute the Public Works Construction Contract and all necessary documents, approved as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT:

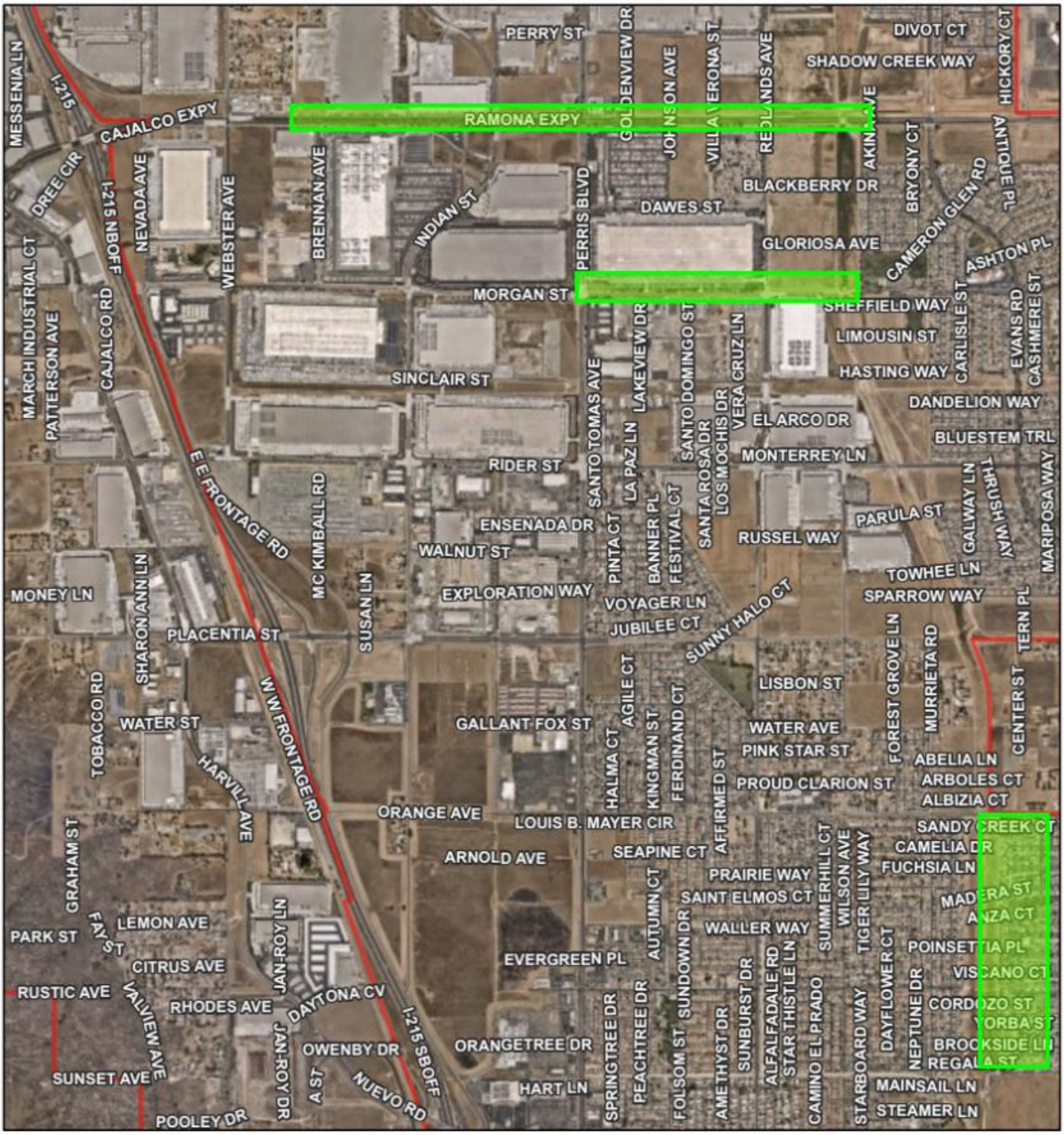
There will be no impact on the general fund. The funding will be paid from the Flood Control District based on the work performed within each zone. The contract amount is $384,928.00, plus a 10% contingency of $38,492.80, for a total contract amount of $423,420.80, with a contract term of sixty working days.

Prepared By: Amanda Blaker, Capital Improvement Project Manager

Attachments:
1. Location Map
2. Public Works Construction Contract.pdf
3. Bid Form
4. Bid Results
5. Improvement Plans

ATTACHMENT 1

LOCATION MAP



9/21/2026, 12:51:08 PM

1:30,933

0 0.2 0.4 0.8 mi

0 0.35 0.7 1.4 km

Perris Boundary

Roads Labeling

General Project Locations

ATTACHMENT 2

PUBLIC WORKS CONSTRUCTION CONTRACT

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("**Contract**") is made and entered into as of the date executed by the City Manager, by and between Ybanag Realty and Development Corporation, a California corporation dba D'Ybanag Construction Company ("**Contractor**") and the City of Perris, a California municipal corporation ("**City**") for a total amount of $423,420.80 consisting of $384,928.00 as set forth in Contractor's bid (the "**Contract Amount**") and up to $38,492.80 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 received and accepted the bid of Contractor dated September 11, 2026, ("**Contractor's Bid**") subject to Section 2 below; 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.:	2026-01
DESCRIPTION:	The Storm Drain, Channel, and Basin Maintenance, and Rehabilitation Project
LOCATION:	Various locations throughout the City

(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.

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 reinstitution 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.

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 (only portions that described the scope of work and Project cost)

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 **Sixty** (**60**) Working 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 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 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. Reserved.

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 $2,000,000 per claim and $4,000,000 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.

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.

(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.

(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.

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 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
Lucio S. Collado	President/CEO

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 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, 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 South "G" Street, 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.

Contactor 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 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 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; 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 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.

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

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.

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 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

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 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 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.

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, 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

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 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 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.

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 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, whether the signatures are originals, electronic, or digital.

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 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 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.

[SIGNATURES ON FOLLOWING PAGE]

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.

CITY OF PERRIS,
a California municipal corporation

BY:

Clara Miramontes, City Manager

DATE:

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks; rjl]

[SIGNATURES CONTINUE ON NEXT PAGE]

CONTRACTOR

CONTRACTOR NAME: Ybanag Realty and Development Corporation, a California corporation dba D'Ybanag Construction Company	CONTRACTOR'S ADDRESS: 24930 State Highway 74 Perris, CA 92570
STATE OF CALIFORNIA CONTRACTOR'S LICENSE NUMBER: 920531	CONTRACTOR'S LICENSE EXPIRATION DATE: 8/31/28
CONTRACTOR'S BUSINESS TELEPHONE NUMBER: 626-318-8904	EMERGENCY TELEPHONE NUMBER:
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
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. 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.**

[END SIGNATURES]

EXHIBIT "A"
BOND FORMS

PERFORMANCE BOND
City Project Name: The Storm Drain, Channel, and Basin Maintenance, and Rehabilitation Project
City Project No.: 2026-01

We, Ybanag Realty and Development Corporation, a California corporation dba D'Ybanag Construction Company, 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 **Three Hundred Eighty-Four Thousand Nine Hundred Twenty-Eight Dollars ($384,928.00).** 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: The Storm Drain, Channel, and Basin Maintenance, and Rehabilitation Project** and **City Project Number: 2026-01**. 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.

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.

PAYMENT BOND
City Project Name: The Storm Drain, Channel, and Basin Maintenance, and Rehabilitation Project
City Project No.: 2026-01

We, Ybanag Realty and Development Corporation, a California corporation dba D'Ybanag Construction Company, 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 **Three Hundred Eighty-Four Thousand Nine Hundred Twenty-Eight Dollars ($384,928.00)**. 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: The Storm Drain, Channel, and Basin Maintenance, and Rehabilitation Project** and **City Project Number: 2026-01**. 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.

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.

ATTACHMENT 3

BID FORM

STORM DRAIN, CHANNEL, AND BASIN MAINTENANCE AND REHABILIATION PROJECT

YBANAG REALTY AND DEVELOPMENT CORPORATION

Bidder (Company Name): dba D'YBANAG CONSTRUCTION COMPANY

The bid prices stated below shall include all cost for profit, overhead, material, labor, transportation, taxes, installation work and all other incidental cost and work that are necessary to complete all items as specified on the project plans and delineated in the project specifications ready for use by the City.

BASE BID

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
LINE E – STORM DRAIN MAINTENANCE				
FC 87				
1A.	1150 LF	CLEAN REINFORCED CONCRETE BOX CHANNEL (6'WX10'H) **INCLUDED TONNAGE ALLOWANCE: 128 TON(S)**	$ 26.00 LF	$ 29,900.00
1B.	16 SF	PATCH CHAIN-LINK FENCE IN LINE E CHANNEL	$ 75.00 SF	$ 1,200.00
1C.	1300 LF	CLEAN SD PIPE OVER 36" **INCLUDED TONNAGE ALLOWANCE: 24 TON(S)**	$ 23.00 LF	$ 29,900.00
1D.	160 LF	CLEAN REINFORCED CONCRETE BOX [(2) 6'WX4'H]. (LENGTH TOTAL FOR BOTH) **INCLUDED TONNAGE ALLOWANCE: 13 TON(S)**	$ 40.00 LF	$ 6,400.00
FC 109				
1E.	180 LF	MAINTAIN TRAPEZOIDAL EARTHEN CHANNEL (25'W FROM TOP OF SLOPE) **INCLUDED TONNAGE ALLOWANCE: 3 TON(S)**	$ 40.00 LF	$ 7,200.00
FC 86				
1F.	130 LF	CLEAN REINFORCED CONCRETE BOX (6'WX6'H) **INCLUDED TONNAGE ALLOWANCE: 7 TON(S)**	$ 40.00 LF	$ 5,200.00
FC 118				
1G.	4000 LF	MAINTAIN TRAPEZOIDAL EARTHEN CHANNEL (25'W FROM TOP OF SLOPE) **INCLUDED TONNAGE ALLOWANCE: 56 TON(S)**	$ 15.00 LF	$ 60,000.00

Bid Item #	Unit	Item Description	Unit Cost	Total Figures
1H.	1300 LF	CLEAN REINFORCED CONCRETE BOX (14W'X7.5'H) **INCLUDED TONNAGE ALLOWANCE: 337 TON(S)**	$ 30.00 LF	$ 39,000.00
PERFORM MAJOR BASIN MAINTENANCE				
FC 77				
2A.	1 LS	LOT M BASIN MAINTENANCE (SEE EXHIBIT 2A)	$ 16,000.00 LS	$ 16,000.00
2B.	1 LS	LOT K BASIN MAINTENANCE (SEE EXHIBIT 2B)	$ 22,000.00 LS	$ 22,000.00
2C.	1 LS	LOT N BASIN MAINTENANCE (SEE EXHIBIT 2C)	$ 16,000.00 LS	$ 16,000.00
LINE G – STORM DRAIN MAINTENANCE				
FC 64				
3A.	5750 LF	CLEAN REINFORCED CONCRETE BOX [(2) 8.5'WX5'H]. (LENGTH TOTAL FOR BOTH) **INCLUDED TONNAGE ALLOWANCE: 675 TON(S)**	$ 14.80 LF	$ 85,100.00
3B.	1060 LF	MAINTAIN TRAPEZOIDAL EARTHEN CHANNEL (25'W FROM TOP OF SLOPE) **INCLUDED TONNAGE ALLOWANCE: 15 TON(S)**	$ 25.00 LF	$ 26,500.00
3C.	120 LF	CLEAN SD PIPE OVER 36" **INCLUDED TONNAGE ALLOWANCE: 2 TON(S)**	$ 30.00 LF	$ 3,600.00
CLEAN ABANDONED STORM DRAIN LINE				
FC 93				
4A.	720 LF	CLEAN SD PIPE OVER 36" **INCLUDED TONNAGE ALLOWANCE: 20 TON(S)**	$ 20.00 LF	$ 14,400.00
5A.	**256 TON**	**AUTHORIZED EXCESS MATERIAL REMOVAL AND DISPOSAL**	$ 88.00 TON	$ 22,528.00
TOTAL BASE BID AMOUNT:			**WRITTEN IN FIGURES**	$ 384,928.00
THREE HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED TWENTY EIGHT USD				
WRITTEN IN WORDS				

INCLUDED TONNAGE ALLOWANCES: The linear-foot unit price for each applicable cleaning item includes removal and lawful disposal of material up to the tonnage allowance identified for that Bid Item above. No additional compensation will be paid for material removed up to the included tonnage allowance.

AUTHORIZED EXCESS MATERIAL: Material exceeding an applicable included tonnage allowance shall not be removed for additional compensation without prior written authorization from the Public Works Director.

Bid Item 5A is for bid comparison purposes only. Payment shall be based on the actual authorized net weight of excess material, as documented by certified scale tickets, in accordance with SP-3-7.00.

NO DOUBLE PAYMENT: Material paid under Bid Item 5A shall not also be paid under the applicable linear-foot or lump-sum Bid Item. Unauthorized excess material is not eligible for additional payment.

Please note the following regarding bids:

The City, at its own discretion, my omit all or any of the Bid Schedule and No additional compensation will be allowed therefor.

Quantities above are for the purpose of comparison only, and payments will be made on a basis of actual measurement of work completed (except where noted otherwise, such as lump sum work/items).

Bid Documents shall include a list of subcontractors and manufacturer items. Bid Bond, Contractor, and subcontractors registration form(s) and other documents required at the time of bid submittal.

The Contractor must submit Progress Payments separately for each Schedule.

THIS IS A REQUIRED FORM

ATTACHMENT 4

BID RESULTS

City of Perris
Submissions for Solicitation Storm Drain, Channel, and Basin Maintenance and Rehabilitation Project (2026-01)
Issued on 08/17/2026
Submissions Due on September 11, 2026 11:00 AM (PDT)
Exported on 09/14/2026

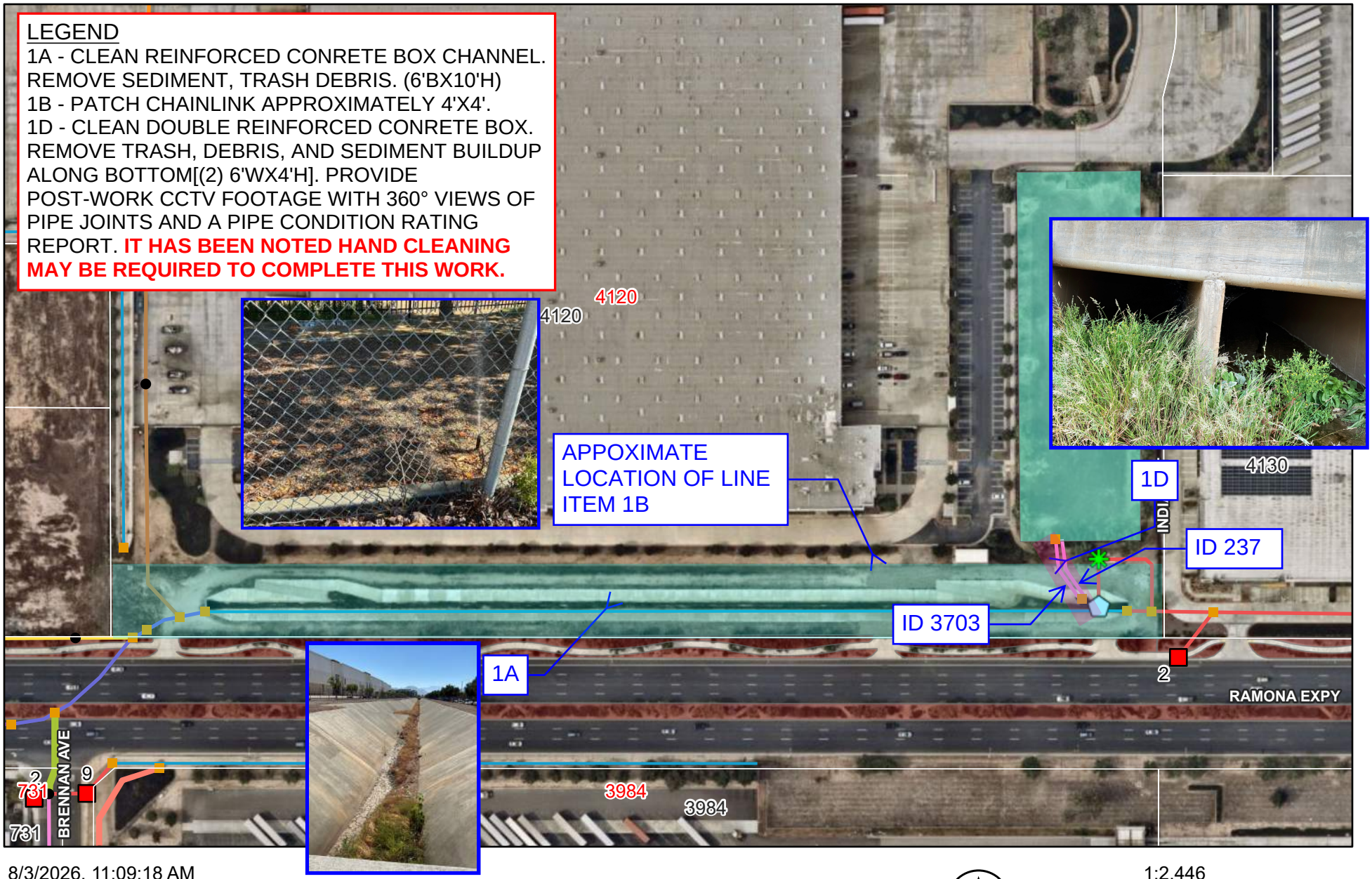
Line Totals (Unit Price * Quantity)

Item Num	Item Code	Description	Unit of Measure	Quantity	Ybanag Realty & Developement Corp	Jeremy Harris Construction Inc.	Downstream Services, Inc.	Gentry General Engineering, Inc	EBS GENERAL ENGINEERING, INC.	Matcon General Engineering Inc.	Leonida Builders, Inc.	United Storm Water, Inc.
1	1A	Clean Reinforced Concrete Box Channel	LF	1150	$29,900.00	$18,400.00	$8,050.00	$28,750.00	$33,350.00	$26,772.00	$34,500.00	$73,600.00
2	1B	Patch Chainlink Fence in Trap Channel	SF	16	$1,200.00	$800.00	$1,648.00	$1,120.00	$1,168.00	$7,713.44	$3,200.00	$1,520.00
3	1C	Clean SD Pipe Over 36"	LF	1300	$29,900.00	$39,000.00	$9,100.00	$26,000.00	$26,000.00	$43,433.00	$32,500.00	$62,400.00
4	1D	Clean Reinforced Concrete Box [(2) 6'WX4'H]. (Length Total For Both)	LF	160	$6,400.00	$11,200.00	$4,480.00	$16,000.00	$16,960.00	$13,600.00	$8,000.00	$40,000.00
5	1E	Maintain Trapezoidal Earthern Channel (25'W From Top of Slope)	LF	180	$7,200.00	$16,200.00	$2,880.00	$3,600.00	$3,420.00	$14,346.00	$14,400.00	$21,600.00
6	1F	Clean Reinforced Concrete Box (6'WX6'H)	LF	130	$5,200.00	$7,540.00	$3,250.00	$8,450.00	$8,710.00	$11,817.00	$20,800.00	$15,600.00
7	1G	Maintain Trapezoidal Earthern Channel (25'W From Top of Slope)	LF	4000	$60,000.00	$24,000.00	$8,000.00	$28,000.00	$32,000.00	$47,480.00	$160,000.00	$56,000.00
8	1H	Clean Reinforced Concrete Box (14W'X7.5'H)	LF	1300	$39,000.00	$26,000.00	$40,300.00	$65,000.00	$74,100.00	$56,147.00	$52,000.00	$325,000.00
9	2A	Lot M Basin Maintenance (See Exhibit 2A)	LS	1	$16,000.00	$30,000.00	$35,404.00	$58,000.00	$63,142.00	$48,032.00	$15,000.00	$125,000.00
10	2B	Lot K Basin Maintenance (See Exhibit 2B)	LS	1	$22,000.00	$31,000.00	$37,446.00	$58,000.00	$67,776.00	$59,532.00	$20,000.00	$145,000.00
11	2C	Lot N Basin Maintenance (See Exhibit 2C)	LS	1	$16,000.00	$30,000.00	$10,917.00	$38,000.00	$43,706.00	$34,347.00	$20,000.00	$49,000.00
12	3C	Clean SD Pipe Over 36"	LF	120	$3,600.00	$12,000.00	$2,640.00	$6,000.00	$6,960.00	$11,238.00	$6,000.00	$5,760.00
13	3A	Clean Reinforced Concrete Box [(2) 8.5'WX5'H]. (Length Total For Both)	LF	5750	$85,100.00	$86,250.00	$120,750.00	$143,750.00	$161,000.00	$227,585.00	$287,500.00	$1,437,500.00
14	3B	Maintain Trapezoidal Earthern Channel (25'W From Top of Slope)	LF	1060	$26,500.00	$14,840.00	$4,240.00	$10,600.00	$10,600.00	$12,773.00	$53,000.00	$14,840.00
15	4A	Clean SD Pipe Over 36"	LF	720	$14,400.00	$28,800.00	$4,320.00	$14,400.00	$17,280.00	$26,784.00	$36,000.00	$34,560.00
				Subtotal	$362,400.00	$376,030.00	$293,425.00	$505,670.00	$566,172.00	$641,599.44	$762,900.00	$2,407,380.00
16	5A	AUTHORIZED EXCESS MATERIAL REMOVAL AND DISPOSAL	TON	256	$22,528.00	$32,000.00	$123,392.00	$17,920.00	$19,968.00	$28,288.00	$64,000.00	$83,200.00
				Subtotal	$22,528.00	$32,000.00	$123,392.00	$17,920.00	$19,968.00	$28,288.00	$64,000.00	$83,200.00
				Total	$384,928.00	$408,030.00	$416,817.00	$523,590.00	$586,140.00	$669,887.44	$826,900.00	$2,490,580.00

ATTACHMENT 5

IMPROVEMENT PLANS

1 - Line E - Concrete Box and Earthern Channel Maintenance



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Concrete Channel
V Ditch
Concrete Path
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Catch Basins
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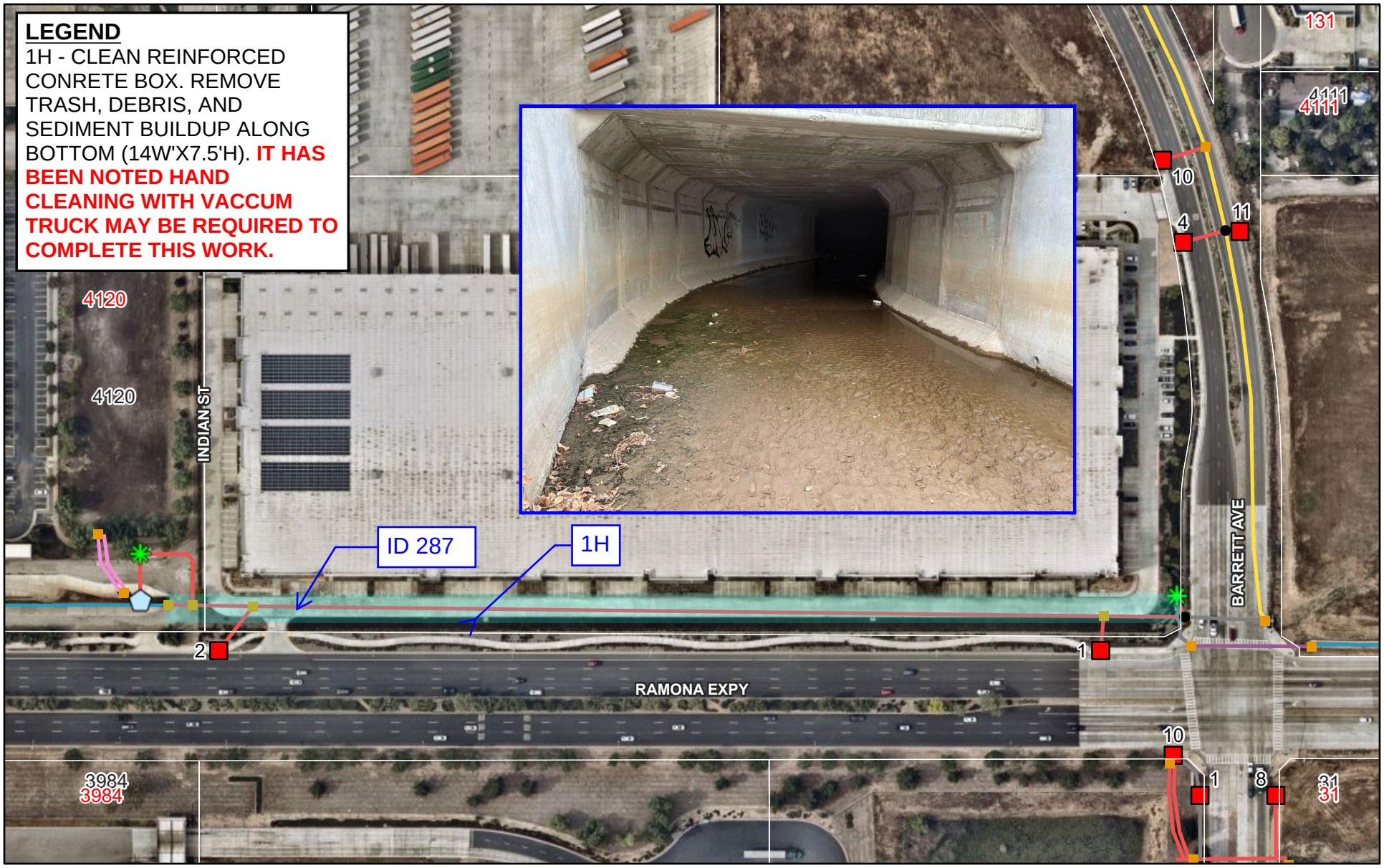
ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented

1 - Line E - Concrete Box and Earthern Channel Maintenance



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ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented

1 - Line E - Concrete Box and Earthern Channel Maintenance

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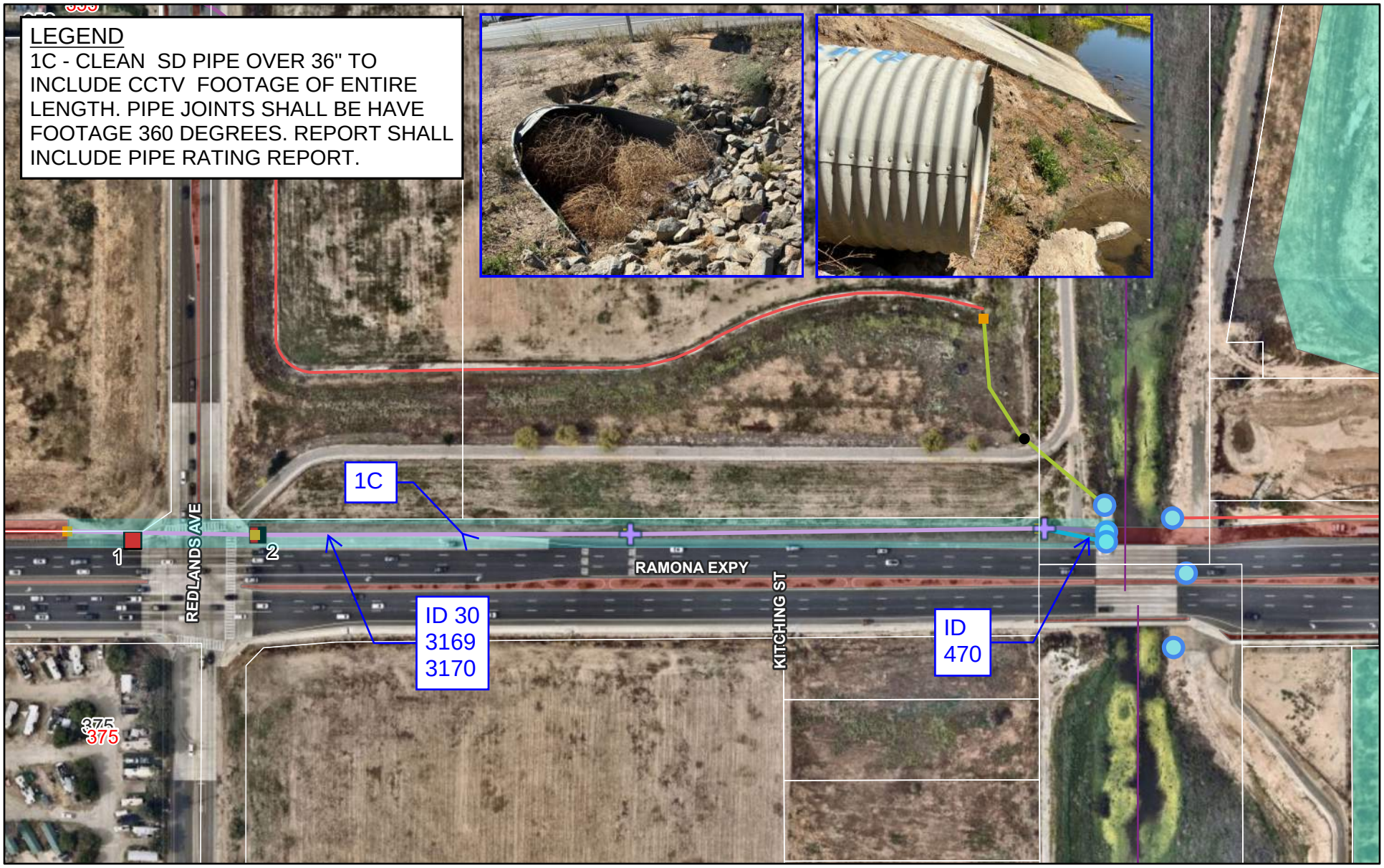
ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented

1 - Line E - Concrete Box and Earthern Channel Maintenance



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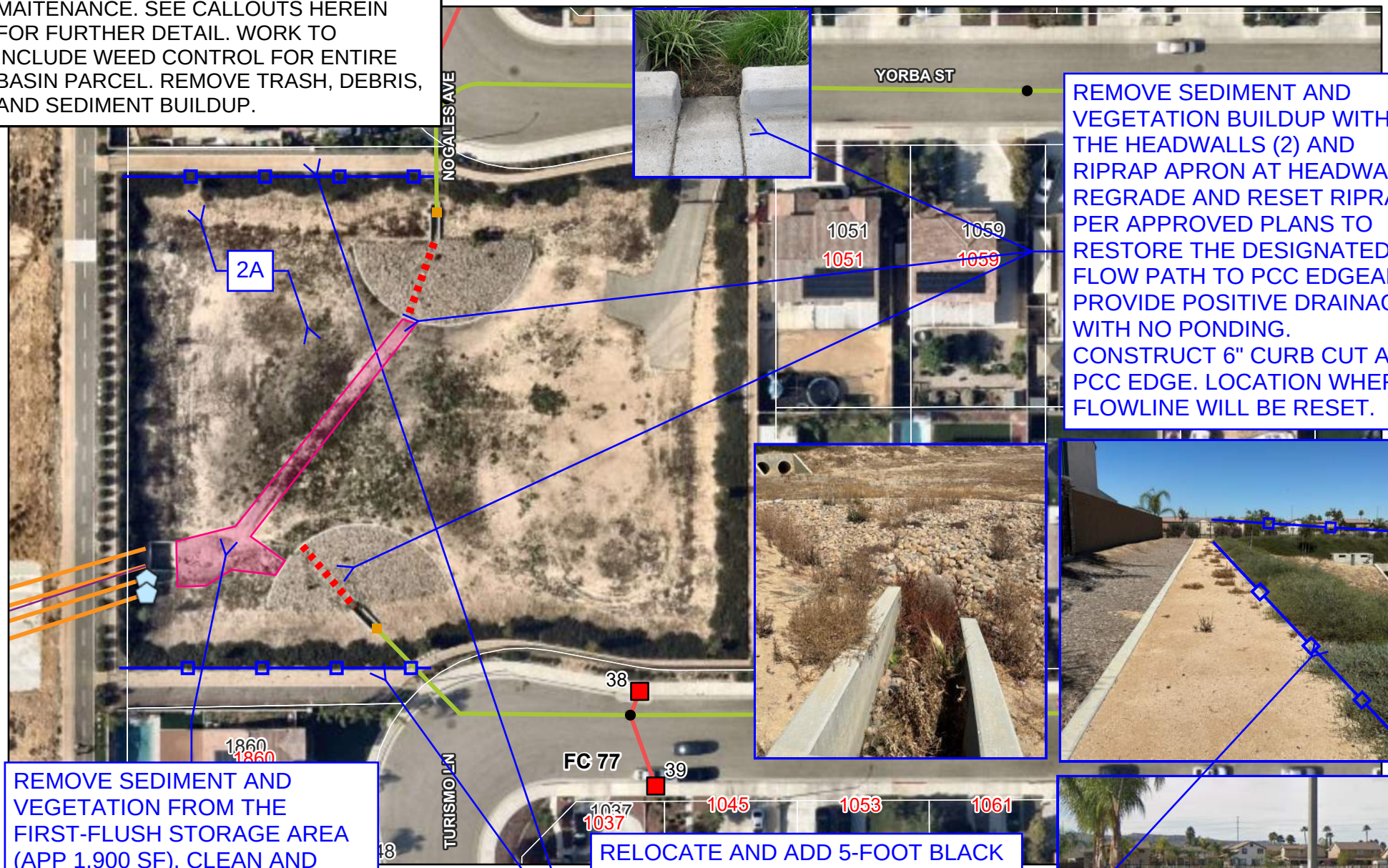
ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented

2A - Lot M Basin Maintenance

LEGEND
2A, 2B, 2C - PERFORM BASIN MAITENANCE. SEE CALLOUTS HEREIN FOR FURTHER DETAIL. WORK TO INCLUDE WEED CONTROL FOR ENTIRE BASIN PARCEL. REMOVE TRASH, DEBRIS, AND SEDIMENT BUILDUP.

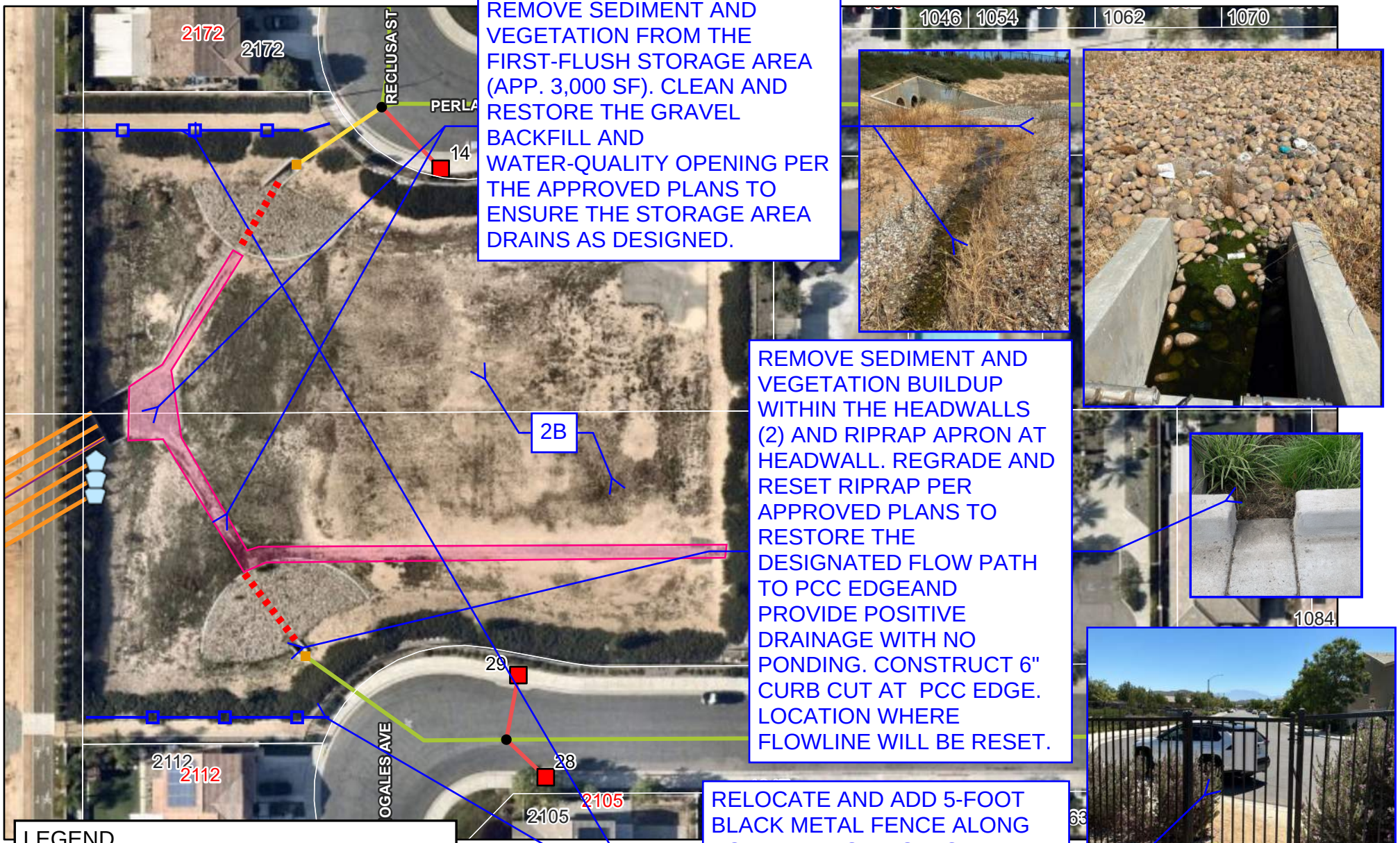


REMOVE SEDIMENT AND VEGETATION BUILDUP WITHIN THE HEADWALLS (2) AND RIPRAP APRON AT HEADWALL. REGRADE AND RESET RIPRAP PER APPROVED PLANS TO RESTORE THE DESIGNATED FLOW PATH TO PCC EDGEAND PROVIDE POSITIVE DRAINAGE WITH NO PONDING. CONSTRUCT 6" CURB CUT AT PCC EDGE. LOCATION WHERE FLOWLINE WILL BE RESET.

REMOVE SEDIMENT AND VEGETATION FROM THE FIRST-FLUSH STORAGE AREA (APP 1,900 SF). CLEAN AND RESTORE THE GRAVEL BACKFILL AND WATER-QUALITY OPENING PER THE APPROVED PLANS TO ENSURE THE STORAGE AREA DRAINS AS DESIGNED.

RELOCATE AND ADD 5-FOOT BLACK METAL FENCE ALONG BOUNDARY OF MOW CURB NORTH AND SOUTH SIDE OF BASIN. RELOCATE GATE ALONG BOUNDARY FOR BASIN ACCESS FOR BOTH NORTH AND SOUTH SIDES. (~125LF FENCE LENGTH EACH SIDE)

2B - Lot K Basin Maintenance



REMOVE SEDIMENT AND VEGETATION FROM THE FIRST-FLUSH STORAGE AREA (APP. 3,000 SF). CLEAN AND RESTORE THE GRAVEL BACKFILL AND WATER-QUALITY OPENING PER THE APPROVED PLANS TO ENSURE THE STORAGE AREA DRAINS AS DESIGNED.

REMOVE SEDIMENT AND VEGETATION BUILDUP WITHIN THE HEADWALLS (2) AND RIPRAP APRON AT HEADWALL. REGRADE AND RESET RIPRAP PER APPROVED PLANS TO RESTORE THE DESIGNATED FLOW PATH TO PCC EDGEAND PROVIDE POSITIVE DRAINAGE WITH NO PONDING. CONSTRUCT 6" CURB CUT AT PCC EDGE. LOCATION WHERE FLOWLINE WILL BE RESET.

RELOCATE AND ADD 5-FOOT BLACK METAL FENCE ALONG BOUNDARY OF MOW CURB NORTH AND SOUTH SIDE OF BASIN. RELOCATE GATE ALONG BOUNDARY FOR BASIN ACCESS FOR BOTH NORTH AND SOUTH SIDES. (~125LF FENCE LENGTH EACH SIDE)

LEGEND

2A, 2B, 2C - PERFORM BASIN MAITENANCE. SEE CALLOUTS HEREIN FOR FURTHER DETAIL. WORK TO INCLUDE WEED CONTROL FOR ENTIRE BASIN PARCEL. REMOVE TRASH, DEBRIS, AND SEDIMENT BUILDUP.

2C - Lot N Basin Maintenance

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Flood Control Boundaries - HOA
Flood Control Boundaries - DF
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MH Station
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Hydrodynamic Separators
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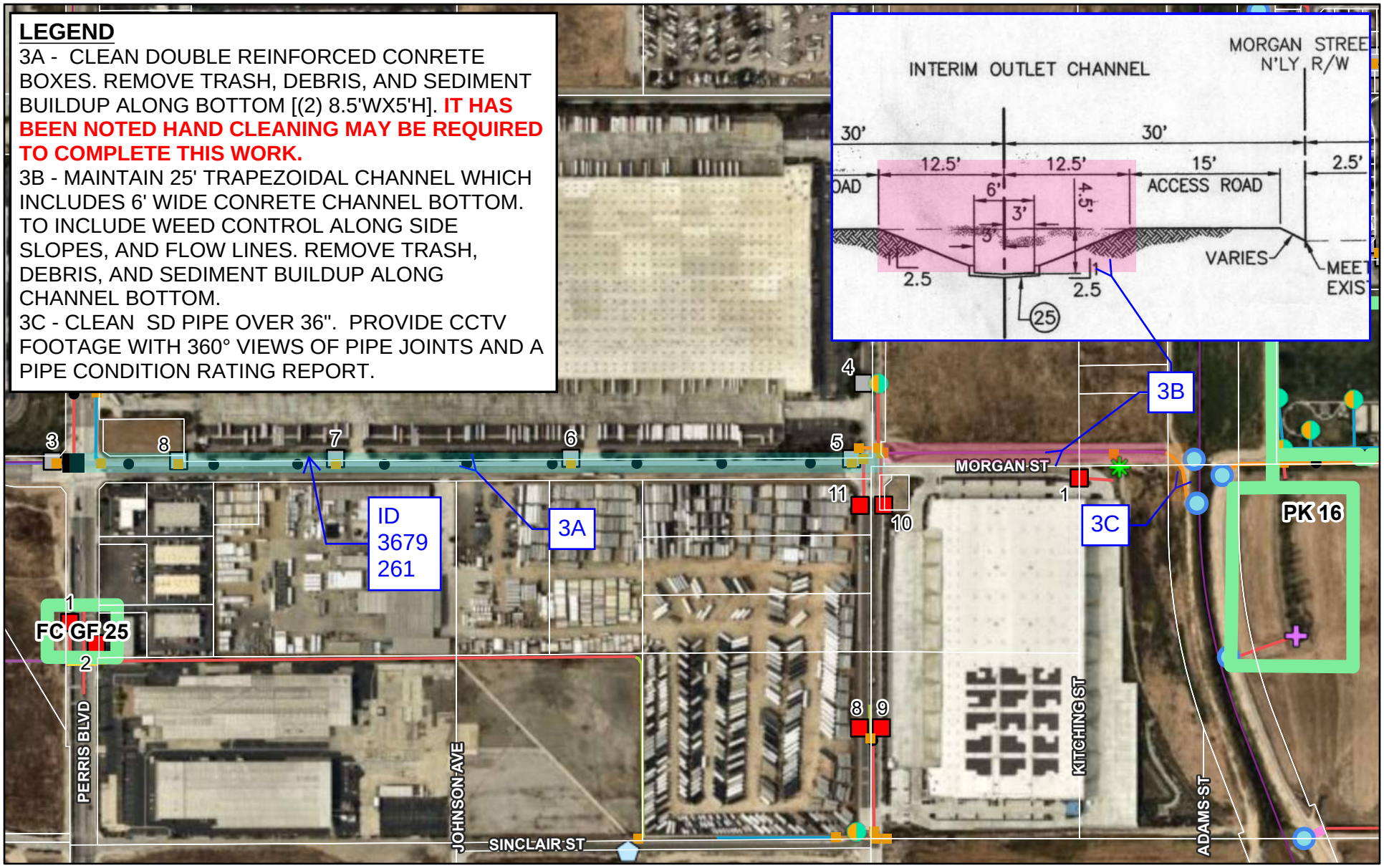
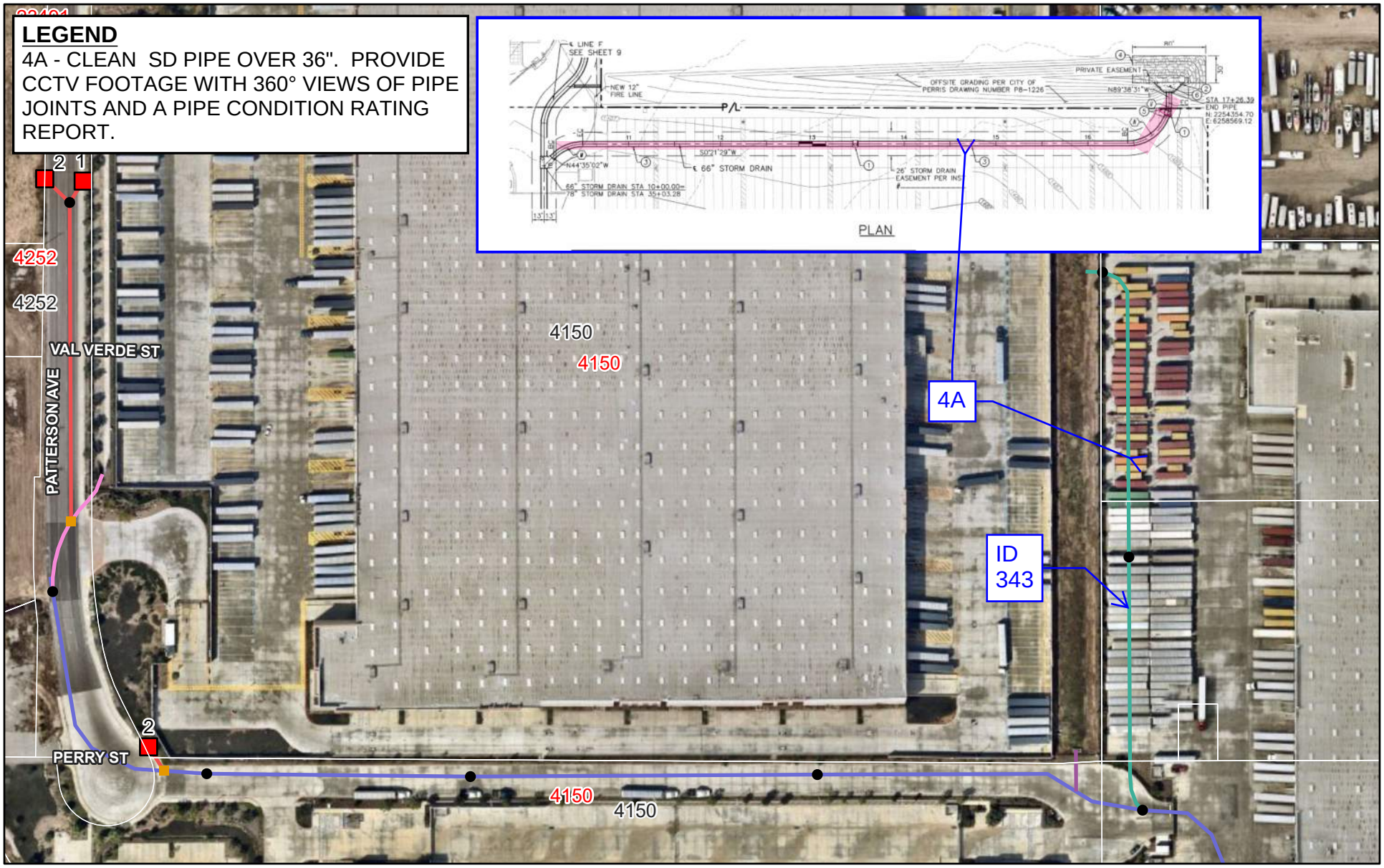
Concrete Channel
V Ditch
Concrete Path
Catch Basin

creates and markets real estate information databases, which
n recorded, calculated, processed, formatted, and presented

3 - Line G - Concrete Box and Concrete Channel Maintenance



4 - Clean Abandoned SD Pipe Over 36"



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ParcelQuest creates and markets real estate information databases, which data has been recorded, calculated, processed, formatted, and presented

CITY OF PERRIS

10.B

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to award a Public Works Contract to Carter Enterprises Group, Inc. for the City-Wide Annual On-Call Sidewalk Repair and Maintenance Services Program in an amount not to exceed $250,000, plus a 10% contingency in the amount of $25,000, totaling $275,000, for a one-year contract term with up to two additional one-year extensions.

REQUESTED ACTION:

The City Council:

- Award a Public Works Contract to Carter Enterprises Group, Inc. for the City-Wide Annual On-Call Sidewalk Repair and Maintenance Services Program, for a total contract amount not to exceed $250,000, for a one-year term with up to two additional one-year extensions.
- Authorize 10% of the contract amount for contingency in the amount of $25,000.00.
- Authorize the City Manager to execute the Public Works Contract and all necessary documents, approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works

BACKGROUND/DISCUSSION:

The Public Works Department released a Request for Proposals (RFP) for the Annual On-Call Sidewalk Repair and Maintenance Services Program to provide routine sidewalk maintenance, corrective repairs, ADA improvements, and miscellaneous concrete work throughout the city on an as-needed basis.

On September 9, 2026, the Project was advertised on PlanetBids, and bids were opened on September 25, 2026. A total of eight (8) bids were received, with unit pricing provided for 18 separate bid items.

During staff review, two bids were deemed nonresponsive due to bid bond deficiencies and excluded from further evaluation. The City Attorney's Office determined that omitted DIR registration extracts were waivable defects, provided the required documentation was subsequently submitted.

Each bid item was evaluated individually among the remaining responsive and responsible bidders. Consistent with the RFP, award is based on the bidder with the greatest number of lowest-priced bid items rather than the aggregate sum of all unit prices. The bid evaluation and ranking results are provided in Attachment 1.

Based on the evaluation, Carter Enterprises Group, Inc. was identified as the responsive and responsible bidder with the greatest number of lowest-priced bid items, submitting the lowest price on 10 of the 18 bid items.

Staff recommends that the City Council: 1) Award the Public Works Contract to Carter Enterprises Group, Inc. for the City-Wide Annual On-Call Sidewalk Repair and Maintenance Services Program, for a total contract amount not to exceed $250,000, for a one-year term with up to two (2) additional one-year extensions; 2) Authorize 10% of the contract amount for contingency, in the amount of $25,000; and 3) 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 impact on the general fund. Council approved funding in the current CIP budget (S122).

Prepared By: William Carrasco, Management Analyst

Attachments:
1. Bid Evaluation and Results.pdf
2. Carter Enterprises Inc. Proposal.pdf
3. Sample Public Works Contract.pdf

ATTACHMENT 1

BID EVALUATION AND RESULTS

Bid Evaluation

Bidder	Rank	# of Lowest Line Item Prices	Aggregate Line-Item Total
CARTER ENTERPRISES GROUP INC	1	10	$64,104.00
CJ Concrete Construction, Inc	2	7 + 1 tie	$19,938.00
TVR Construction Engineering LLC	3	1 tie	$20,577.00
We R Builders, Inc.	4	0	$28,050.00
Gentry General Engineering, Inc	5	0	$34,522.55
M. Brey, Inc dba MBE Construction	6	0	$34,755.15

Note: CJ Concrete Construction, Inc. and TVR Construction Engineering LLC submitted identical lowest pricing for one bid item.

City of Perris
Submissions for Solicitation Annual On-Call Sidewalk Repair and Maintenance Services Program
Issued on 09/09/2026
Submissions Due on September 25, 2026 2:00 PM (PDT)
Exported on 09/25/2026

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	CJ Concrete Construction, Inc	TVR Construction Engineering LLC	We R Builders, Inc.	Gentry General Engineering, Inc	M. Brey, Inc dba MBE Construction	Correa Construction LLC	CT&T Concrete Paving Inc.	CARTER ENTERPRISES GROUP INC	Lowest Bid Amount	Lowest Bidder for Line Item
1	Mobilization (per task order or as required)	L.S.	1	$1,000.00	$1,000.00	$3,500.00	$3,512.37	$1,580.54			$18,000.00	$1,000.00	CJ Concrete Construction, Inc
2	Traffic Control (including pedestrian control, signage, and compliance with California MUTCD)	L.S.	1	$1,000.00	$1,500.00	$1,500.00	$2,871.87	$3,161.09			$25,000.00	$1,000.00	CJ Concrete Construction, Inc
3	Water Pollution Control (BMP implementation and maintenance)	L.S.	1	$500.00	$1,000.00	$500.00	$2,999.41	$1,229.31			$100.00	$100.00	CARTER ENTERPRISES GROUP INC
4	Clearing, Grubbing, Sawcutting, Removal, and Demolition of Existing Improvements	L.S.	1	$1,000.00	$1,000.00	$1,500.00	$1,936.59	$6,108.93			$100.00	$100.00	CARTER ENTERPRISES GROUP INC
5	Remove & Replace Concrete Sidewalk per County of Riverside Standard No. 400	S.F.	1	$14.00	$25.00	$25.00	$17.31	$59.33			$19.00	$14.00	CJ Concrete Construction, Inc
6	Remove & Replace Curb & Gutter per County of Riverside Standard No. 200	L.F.	1	$70.00	$150.00	$165.00	$101.05	$81.91			$175.00	$70.00	CJ Concrete Construction, Inc
7	Remove & Replace Residential Driveway Approach with Sidewalk per County of Riverside Standard No. 213	S.F.	1	$16.00	$27.00	$30.00	$26.93	$68.36			$14.00	$14.00	CARTER ENTERPRISES GROUP INC
8	Remove Existing Curb Ramp and Replace with Modified ADA-Compliant Curb Ramp per County of Riverside Standard No. 403	E.A.	1	$6,800.00	$7,000.00	$8,500.00	$8,740.69	$7,764.74			$9,500.00	$6,800.00	CJ Concrete Construction, Inc
9	Remove & Replace Cross Gutter & Spandrel per County of Riverside Standard No. 209	S.F.	1	$28.00	$35.00	$40.00	$41.86	$81.66			$20.00	$20.00	CARTER ENTERPRISES GROUP INC
10	Install Residential Driveway per County of Riverside Standard No. 213	S.F.	1	$16.00	$27.00	$35.00	$24.76	$57.45			$14.00	$14.00	CARTER ENTERPRISES GROUP INC
11	Remove Existing Curb Ramp and Replace with "Case A" ADA-Compliant Curb Ramp per County of Riverside Standard No. 403	E.A.	1	$6,800.00	$7,000.00	$9,000.00	$8,740.69	$7,764.74			$9,500.00	$6,800.00	CJ Concrete Construction, Inc
12	Remove & Replace Local Depression (6" thick concrete) per County of Riverside Standard No. 300	S.F.	1	$18.00	$30.00	$35.00	$21.47	$68.36			$14.00	$14.00	CARTER ENTERPRISES GROUP INC
13	Sawcut, Remove & Replace Asphalt Concrete (A.C.) Pavement (minimum thickness 0.25')	TON	1	$325.00	$450.00	$550.00	$634.04	$1,980.16			$600.00	$325.00	CJ Concrete Construction, Inc
14	Grinding or Removal of Concrete Trip Hazards (sidewalk uplift/offset correction)	S.F.	1	$60.00	$25.00	$30.00	$22.31	$31.49			$18.00	$18.00	CARTER ENTERPRISES GROUP INC
15	Installation of Detectable Warning Surfaces (ADA truncated domes)	S.F.	1	$750.00	$75.00	$65.00	$87.13	$134.64			$40.00	$40.00	CARTER ENTERPRISES GROUP INC
16	Root-Related Sidewalk Repair (including root removal, if required)	S.F.	1	$18.00	$200.00	$35.00	$22.60	$45.53			$25.00	$18.00	CJ Concrete Construction, Inc
17	Miscellaneous Concrete Repairs (small-scale or incidental work as directed by City)	S.F.	1	$23.00	$33.00	$40.00	$21.47	$46.16			$15.00	$15.00	CARTER ENTERPRISES GROUP INC
18	Emergency / Urgent Response Work (as directed by City)	L.S.	1	$1,500.00	$1,000.00	$2,500.00	$4,700.00	$4,490.75			$950.00	$950.00	CARTER ENTERPRISES GROUP INC
			Subtota	$19,938.00	$20,577.00	$28,050.00	$34,522.55	$34,755.15			$64,104.00	$19,938.00	
			Total	$19,938.00	$20,577.00	$28,050.00	$34,522.55	$34,755.15			$64,104.00	$19,938.00	

	# of times Vendor appears as Lowest Bidder across all line items
CJ Concrete Construction, Inc	8
CARTER ENTERPRISES GROUP INC	10

0

Note: Correa Construction LLC and CT&T Concrete Paving, Inc. were deemed nonresponsive due to bid bond deficiencies and excluded from the evaluation.

ATTACHMENT 2

CARTER ENTERPRISES INC. PROPOSAL

PROJECT MANUAL

Request for Proposals
For
Annual On-Call Sidewalk Repair and Maintenance Services Program

SPECIFICATIONS AND INFORMATION FOR BIDDERS
PREPARED BY:

City of Perris 101 North "D" Street
Perris, CA 92570
(951) 943-6100

BID OPENING –SEPMTEMBER 25, 2026, 2:00PM

(Via PlanetBids Website)

Expected Award of Contract – OCTOBER 13, 2026

Mandatory Start of Construction – NOVEMBER 23, 2026

Project Information Sheet

Project	Annual On-Call Sidewalk Repair and Maintenance Services Program
Project Bid Advertise Date	September 9, 2026 (Via Planet Bids)
	September 4, 2026 and September 11, 2026 (Perris Progress)
Last Day for Questions	September 17, 2026 at 2:00 P.M. (PST)
Bid Opening Date	September 25, 2026
Expected Bid Award Date	October 13, 2026
Expected Start Date	November 23, 2026
Construction Time	Annual Agreement – Work is As Needed
Mandatory Completion Date	TBD at a later date
Liquidated Damages	$1,000 per Calendar Day

Project Description:

The CITY OF PERRIS invites online bids on Planet Bids, beginning September 9, 2026, until 2:00 P.M. (PST), on September 25, 2026, for the Annual On-Call Sidewalk Repair and Maintenance Services Program.

The Annual On-Call Sidewalk Repair and Maintenance Services Program consists of providing annual on-call sidewalk repair and maintenance services throughout the City of Perris, including routine maintenance, corrective repairs, ADA accessibility improvements, and miscellaneous concrete work involving sidewalks, curb ramps, curbs, gutters, and related pedestrian infrastructure. Typical work includes removal and replacement of damaged sidewalks, PCC sidewalk installation and repair, curb and gutter repairs, trip hazard removal, root-related repairs, detectable warning surface installation, excavation, grading, demolition, traffic and pedestrian control, and temporary safety repairs. All work will be completed on a task-order basis in coordination with City staff and in compliance with ADA requirements, California MUTCD standards, Greenbook specifications, and City of Perris standards.

All Inquiries shall be in writing through Planet Bids. The last day to submit technical inquiries shall be September 17, 2026, by 2:00 P.M (PST).

Contact Person for Purchasing Bid Package:

Liset Hernandez, Public Works Manager
Phone: (951) 657-3280, extension 617
Email: lhernandez@cityofperris.org

Note: See specifications for details regarding the above information.

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Annual On-Call Sidewalk Repair and Maintenance Services Program

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	Section 2 — Information for Bidders	NIB-2 to NIB-6
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	Schedule of Bid Items	BF-2A to BF-2B
	Certifications	BF-3 to BF-6
	Equal Employment Opportunity	
	Noncollusion Affidavit	
	Debarment and Suspension	
	Non-Lobbying Certification	
	Addenda & Signature Page	
	Bid Bond	BF-7A to BF-7C
	Designation of Subcontractors	BF-8
	Listing of Manufacturers	BF-9
	Anti-Trust Claim	BF-10
	Certification — Labor Code Section 1861	BF-11
	Certification of Nondiscrimination	BF-12
	Experience Statement	BF-13
N	Notice of Award	N-1A
	Acceptance of Notice of Award	N-1B
C	Contract	C-1A to C-1AL
	Certificate of Contractor	C-2
CI	Certificate of Insurance and Endorsements	CI-1
	Certificate of Insurance —Workers Compensation	CI-1A to CI-1C
	Certificate of Insurance —Comprehensive General Liability	CI-2A to CI-2C
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	Acceptance of Notice	NP-2

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	Approvals Required	CO-2
CSC	Certificate of Substantial Completion	CSC-1 to CSC-2
R	Release Forms	R-1 to R-4
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GP	General Provisions	GP-1 to GP-12
III.	**SPECIAL PROVISIONS**	
SP	Standard Provisions	SP-1 to SP-24

II. [RESERVED]

III. [RESERVED]

IV. [RESERVED]

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NOTICE INVITING SEALED PROPOSALS (BIDS)
PUBLIC NOTICE

SECTION 1 – NOTICE OF BIDS

The CITY OF PERRIS invites bids via PlanetBids, until 2:00 PM (PST), on September 25, 2026, for the Annual On-Call Sidewalk Repair and Maintenance Services Program. The project consists of providing annual on-call sidewalk repair, ADA accessibility improvements, and miscellaneous concrete maintenance services, including sidewalks, curb ramps, curbs, gutters, and related pedestrian infrastructure throughout the City of Perris.

In order to be considered in the selection process, interested parties shall submit their Proposals online via PlanetBids up to the time mentioned above. Late proposals will not be accepted.

The plans and specifications are available online to download through the PlanetBids website which can also be accessed through the City of Perris website: https://www.cityofperris.org/our-city/city-hall/bids-rfps. All Bidders will be required to hold their original bid prices, without change, for a period of forty-five (45) days from the date bids are opened, except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

The successful bidder will be required to provide on-call sidewalk maintenance services as needed, beginning November 23, 2026. Work will be assigned on an as-needed basis by the City, and the contractor shall respond and complete tasks within mutually agreed timelines appropriate to the nature and urgency of each service request. Award of Contract is expected on October 13, 2026.

The last day to submit technical inquiries shall be September 17, 2026, by 2:00 PM (PST). All inquiries shall be submitted through PlanetBids. All addenda shall be posted on PlanetBids and contractors are to check the site during the bidding process. All addenda are to be acknowledged for a valid bid.

The City reserves the right to reject any and all bids and waive informalities, irregularities in the bidding. All contractors will be required to comply with all applicable Equal Opportunity laws and regulations. The City hereby notifies all bidders that it will affirmatively ensure that, regarding this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Moreover, the City will not discriminate against any person or firm interested in providing goods or services to the City on the basis of race, color, religion, sex, marital status, national origin, age, veteran's status or handicap. Bidders are advised that it has been determined that DBE's could reasonably be expected to compete for opportunities on this project, and that there is likely a certain percentage of availability on this project. The City also advises that participation of DBE's in the specific percentage is not a condition of award.

SECTION 2 - INFORMATION FOR BIDDERS

1. Bids will be received by the CITY OF PERRIS, herein called the "Agency", online up to the hour of 2:00 P.M., Septemebr 25, 2026. Late proposals will not be accepted.

2. All Bids must be made on the required Bid Form. All blank spaces for Bid Prices must be filled in, and the Bid Form must be fully completed and executed when submitted.

3. Each Bid must be accompanied by a Bid Bond (on the required form) payable to the Agency for ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared, the Agency will return the Bonds of all except the three lowest responsible Bidders. When the Contract is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until all Contract Documents have been executed and approved, after which it will be returned. A cashier's check or cash may be used in lieu of a Bid Bond.

4. The Agency may waive informalities, irregularities or reject any and all Bids. Any Bid may be withdrawn by written request prior to the above-scheduled time for the opening of Bids or authorized postponement thereof with right of resubmitting. The request for withdrawal shall be executed in writing by the Bidder or his duly authorized representative. Any Bid received after the bid time shall not be considered.

5. Bidders must satisfy themselves of the character of the Work to be performed by Examination of the site and reviewed of the Specifications, including Addenda, if any. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the Work to be done.

6. The Contract Documents contain the provisions required for the Project. Information obtained from an officer, agent, or employee of the Agency or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

7. Bonds and Insurance Certificates must be in the form required by the Agency (substitutions may be permitted at the Agency's discretion). The Bond Company must be authorized to do business in the State of California.

8. The Contractor will be required to submit a certificate of insurance which indemnifies the Agency for any damage to any of the work resulting from fire, explosion, vandalism, water, malicious mischief, collapse, riot, aircraft, smoke, or any acts of God.

9. A Payment Bond and a Contract Performance Bond (on the required form), each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Agency, will be required for the faithful performance of the Contract.

10. Progress Payments will be made to the Contractor in accordance with the provisions of the Specifications and on itemized estimates duly certified and approved by the Agency submitted in accordance therewith, based on labor and materials incorporated into said work during the preceding month by the Contractor.

11. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Contract Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

12. The party to whom the Contract is awarded will be required to execute the Contract and submit the Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award.

13. Pursuant to Government Code §4590, the Contractor may substitute equivalent securities for retention amounts, which this Contract requires. However, the Agency reserves the right to solely determine the adequacy of the securities being proposed by the Contractor and the value of those securities.

14. The Notice of Award shall be accompanied by the necessary Contract, Bond, and insurance Certificate forms.

In case of failure of the Bidder to execute the Contract, the Agency may, at his option, consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Agency. Forfeiture of the bid bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written contract to perform the work at his bid price.

15. The Agency, within ten (10) days of receipt of acceptable Labor and Material Payment Bond, Contract Performance Bond, Insurance Certificates, and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.

16. Notice to Proceed to start (expected) is scheduled for November 23, 2026. Should there be reasons why the Notice to Proceed cannot be issued for this date by City, the time may be extended by the Agency. If the Notice to Proceed has not been issued within the forty-five (45) day period or within the period mutually agreed upon, the Contractor may terminate the Contract without further liability on the party.

17. The Agency may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Agency all such information and data for this purpose as the Agency may request. A conditional or qualified Bid will not be accepted.

18. Award, if made, will be made to the lowest responsive, and responsible Bidder based on the lowest Total Bid Prices. Award is expected on October 13, 2026.

19. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction of the Project shall apply to the Contract throughout.

20. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder for any obligation in respect to his bid.

21. Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246 (Equal Employment Opportunity Clause), as amended, California Labor Code 1410 et. Seq., California Labor Code 1777.6, and implement Agency regulations concerning equal opportunity for apprentices.

22. All Bidders shall supply the names and address of Subcontractors as set forth in the Bid.

23. Successful Bidder and Subcontractors shall obtain a City Business License prior to commencing any work within City limits. The license can be obtained at 101 North "D" Street, Perris, CA 92570.

24. The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft or type of workman needed to execute the contract or work as hereinafter set forth (see Labor Code 1770 et. seq.). Copies of rates are on file at the offices of the City Clerk of the City of Perris. Copies shall be made available to any interested party upon request. The successful Bidder shall post a copy of such determination at each job site. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on this project by all Contractors and Subcontractors. The successful Bidder shall provide the Agency with copies of certified payroll on forms provided by the Division of Labor Standards Enforcement (213) 897-2905 or other approval forms.

25. Pursuant to Section 1740 of the California Labor Code, Bidders are notified that the said wage rates shall be

subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

26. Bidder understands and agrees to hold his original bid prices, without change, for a period of forty-five (45) days from the date bids are opened except to the extent relief is available pursuant to Public Contract Code, Section 5100 et. seq.

27. If the Contract cannot be awarded within a forty-five (45) day period for any reason, Bidder understands and agrees that the time to award may be extended by mutual agreement between the Agency and each Bidder. Bidder understands and agrees that Bidders electing not to extend their original bids more than forty-five (45) days following a request for extension by the Agency shall be treated as withdrawing their bid and will not be considered in the final award. The Bidder may withdraw his bid without further liability on the part of either party.

28. To the extent permissible under Federal policy or regulation applicable to this project, the Contractor shall be permitted to substitute securities for any monies withheld by the public agency, pursuant to the provisions of California Public Contracts Code Section 22300.

29. Since timely response is critical to service delivery, the Contractor agrees to be available to commence work under this Contract on an on-call basis beginning on November 23, 2026. Work assignments, including initiation of specific maintenance grids, will be issued in writing by the City as needed. For each assignment, the Contractor shall respond and complete the required work within a timeline mutually agreed upon at the time of issuance, based on the nature and urgency of the work. The Contractor agrees that failure to complete work within the time allowed will result in damages being sustained by the City. Contractor and City agree that failure to complete the project will result in inconvenience to the citizens of PERRIS. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that $1,000 a calendar day is the minimum value of such costs to the City and is a reasonable amount that the Contractor agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the Contractor and the City that the above indicated liquidated damage amount per calendar day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum maybe deducted from payments due the Contractor if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

30. Contractor shall provide traffic control as required and obtain encroachment permits from the City prior to beginning work.

31. No Contract will be awarded to any contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division III of the state Business and Professions Code, Section 7,000 et seq. The contractor shall possess the appropriate legal and necessary licenses required to complete the work as shown in the contract at the time the contract is awarded.

For this Contract, the Contractor shall possess the following:

- City of Perris Business License
- City of Perris Encroachment Permit
- A valid California State Contractor's License:
  I. Class A (General Engineering) or C-8 (Concrete Contractor) License

All licenses must be in good standing and without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

Contractor shall have OSHA certification of applicable equipment to be used throughout the term of this project. Contractor shall have certified traffic control staff in accordance with MUTCD guidelines.

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Contractor should have a Quality Control Plan with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful Contractor shall be required to comply with the quality control plan throughout the term of the contract. Contractors shall have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

32. A contractor is prohibited from working on this contract with any subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code.

33. The City has established a DBE Annual Goal of 7.56% (3.99% Race Neutral and 3.57% Race Conscious). Participation by MBE and WBE Contractors, suppliers and sub-contractors are encouraged.

34. Bid prices shall include everything necessary for the completion of the work including but not limited to, materials, equipment, tools, other facilities, management, superintendents, labor, services, insurance, overhead, profit, permits, Federal, State, and Local taxes, etc.

35. Bidders are required, prior to submitting a bid, to inspect the known sites of the work and to satisfy themselves by personal examination or other means of their choosing as to the location and conditions of the proposed work, to the extent such conditions are known and accessible. It is understood that some work may be of an emergency or on-call nature, and as such, may occur at unanticipated locations or under variable conditions not subject to prior inspection. Bidders shall take this into account when preparing bids.

36. Any information provided by the City, or any City personnel is not intended to be a substitute for, or a supplement to the independent verification by the Bidder to the extent such independent investigation of site conditions is deemed necessary or desirable by the Bidder. Bidder acknowledges that he has not relied upon City, City personnel, furnished information regarding site conditions in preparing and submitting a bid hereunder.

37. Submission of a bid by the Bidder shall constitute acknowledgement that, if awarded the Contract, the Bidder has relied and is relying on his own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on his own knowledge of existing facilities on and in the vicinity of the work to be completed under the Contract.

38. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over work completed for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

39. No interpretation of the specifications or other pre-bid documents will be made to any Bidder orally. Every proper request for such interpretation shall be made through Planet Bids, and to be given consideration must be received within the allotted time frame, noted on Planet Bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, will be uploaded on Planet Bids, not later than three (3) calendar days prior to the date fixed for the opening of

bids. At any time prior to an announced bid opening time the City reserves the right to issue an addendum extending the bid opening time by one or more days. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Bidders are responsible to check Planet Bids periodically to verify if new addenda have been posted.

40. Before submitting a Proposal, Bidders shall carefully read the specifications and all other Contract Documents, visit the sites of the project, and fully inform themselves as to all existing and local conditions and limitations. It is expressly stipulated that the Specifications and other Contract Documents set forth the requirements as to the nature of the work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent upon the method of performance.

41. The quantities of the various classes of work to be done and material to be furnished under this Contract, which have been estimated as stated in the Proposal, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposals offered for the work under this Contract. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate the Contract or release the Contractor from the execution and completion of the whole or any part of the work in accordance with the Specifications herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse the Contractor from any of his obligations or liabilities hereunder, or entitle the Contractor to any damages or compensation except as may be provided in this Contract.

42. The City reserves the right to pre-qualify all bids, post-qualify all bids, or reject all bids, not to make an award or accept the Proposal deemed most advantageous and in the best interest of the City. The City shall enter into a Contract with the lowest responsible responsive bidder whose proposal is satisfactory. A written Notice of Award will be sent to the successful Bidder(s).

43. **OR APPROVED EQUAL CLAUSE** -- Manufacturers or suppliers of materials and equipment may request that alternatives to specified products be considered equal and that inclusion of such alternatives be permitted in the bids. Such request must be made in writing and received by the City at Fourteen (14) calendar days prior to the date bids are to be received. Granting a request that an alternative product be considered equal to those specified may be made only by the issuance of an Addendum by the City. Denial of the request during bidding does not waive the manufacturer's or supplier's right to offer the alternative product to the Contractor after Award of the Contract. After Award of Contract, the offer will be considered as a substitution and will be considered only if the City believes the offer of substitution is equal to or superior in quality to the specified product.

44. Contractor has given the City written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor.

BID FORM

Bid Date: September 25, 2026
Time: 2:00 PM (PST)
Place: 101 North "D" Street, Perris, CA 92570 - Online via PlanetBids
Project: Annual On-Call Sidewalk Repair and Maintenance Services Program

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the Information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY, hereinafter called "Bidder", organized and existing under the laws of the State of CALIFORNIA, doing business as A CORPORATION.
Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Since time is of the essence, Bidder hereby agrees to commence work under this Contract on November 23, 2026, after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of $1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage.

The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices as set forth in Bid Schedules. The above quantities are for the purpose of comparison only and payments will be made on the basis of actual quantities of work completed. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, the Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor's failure to execute a written agreement to perform the work at his Bid Price.

The Bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY, proposed subcontractor _____, hereby certifies that he has ✓ has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Name COREY R. KIRSCHNER - CEO

Date 9/22/2026

THIS IS A REQUIRED FORM

Annual On-Call Sidewalk Repair and Maintenance Services Program

Schedule of Bid Items

Bidder (Company Name): CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY

The bid prices stated below shall include all cost for profit, overhead, material, labor, transportation, taxes, installation work and all other incidental cost and work that are necessary to complete all items as specified on the project plans and delineated in the project specifications ready for use by the City.

Item No.	Description	Unit	Unit Price
1	Mobilization (per task order or as required)	L.S.	$ 18,000
2	Traffic Control (including pedestrian control, signage, and compliance with California MUTCD)	L.S.	$ 25,000
3	Water Pollution Control (BMP implementation and maintenance)	L.S.	$ 100
4	Clearing, Grubbing, Sawcutting, Removal, and Demolition of Existing Improvements	L.S.	$ 100
5	Remove & Replace Concrete Sidewalk per County of Riverside Standard No. 400	S.F.	$ 19
6	Remove & Replace Curb & Gutter per County of Riverside Standard No. 200	L.F.	$ 175
7	Remove & Replace Residential Driveway Approach with Sidewalk per County of Riverside Standard No. 213	S.F.	$ 14
8	Remove Existing Curb Ramp and Replace with Modified ADA-Compliant Curb Ramp per County of Riverside Standard No. 403	E.A.	$ 9,500
9	Remove & Replace Cross Gutter & Spandrel per County of Riverside Standard No. 209	S.F.	$ 20
10	Install Residential Driveway per County of Riverside Standard No. 213	S.F.	$ 14
11	Remove Existing Curb Ramp and Replace with "Case A" ADA-Compliant Curb Ramp per County of Riverside Standard No. 403	E.A.	$ 9,500
12	Remove & Replace Local Depression (6" thick concrete) per County of Riverside Standard No. 300	S.F.	$ 14
13	Sawcut, Remove & Replace Asphalt Concrete (A.C.) Pavement (minimum thickness 0.25')	TON	$ 600
14	Grinding or Removal of Concrete Trip Hazards (sidewalk uplift/offset correction)	S.F.	$ 18
15	Installation of Detectable Warning Surfaces (ADA truncated domes)	S.F.	$ 40
16	Root-Related Sidewalk Repair (including root removal, if required)	S.F.	$ 25
17	Miscellaneous Concrete Repairs (small-scale or incidental work as directed by City)	S.F.	$ 15
18	Emergency / Urgent Response Work (as directed by City)	L.S.	$ 950

Please not the following regarding bids:

- Award of the Contract will be based on Bid Schedule Items No. 1–18. Each Bid Schedule Item will be evaluated individually, and the bidder submitting the lowest Bid Price for each item will be identified. The Contract will be awarded to the lowest responsive and responsible bidder with the greatest number of lowest-priced Bid Schedule Items. In the event of a tie, the Contract will be awarded to the tied bidder with the lowest aggregate price for Bid Schedule Items No. 1–18.
- Work will be authorized by the City on an as-needed basis. Payment will be based on actual quantities of Work completed at the applicable Contract Unit Prices, except for lump sum (LS) items, which will be paid at the applicable lump sum Bid Price. The Bid Price shall include, but not be limited to, sales tax and all other applicable taxes and fees.
- The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the specifications.
- All work described on the plans and in the specifications and other incidentals necessary to complete the project shall be paid under items above. No additional payments will be allowed.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).
Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Noncollusion Affidavit

(Title United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the pubic body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Person who inspected site of the proposed work as a representative of your firm:

N/A
Name (please print)

N/A
Date of Inspection

Bidder acknowledges receipt of the following Addenda:

N/A

Dated N/A
Dated
Dated
Dated

NAME OF BIDDER: CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY

NAME OF SIGNING PARTY: COREY R. KIRSCHNER

TITLE OF SIGNING PARTY: CEO

SIGNATURE OF BIDDER:

Contractor's California License No. 1051374

(CORPORATE SEAL)

COREY R. KIRSCHNER - CEO/RMO
Name of License Holder

A, C12, C8
Type of License

03/31/2027
Expiration Date

Contact Information:

Company Name: CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY

Contact Person: COREY R. KIRSCHNER

Title: CEO

Company Address:
22711 LA PALMA AVE. YORBA LINDA, CA 92887

Phone Number: 714-238-1444

Fax Number: N/A

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Carter Enterprises Group, Inc. dba Pavement Rehab Company as Principal, and Swiss Re Corporate Solutions America Insurance Corporation as Surety, are hereby held and firmly bound unto the CITY OF PERRIS as Agency in the penal sum of Ten Percent of the Total Amount Bid (10%) ---------- - ---------- for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. (Note: City of Perris requires bid bond to be at least equal to 10% of bid amount).

Signed, this 16th day of September, 2026.

The Condition of the above obligation is such that whereas the Principal has submitted to the Agency a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

PROJECT: Annual On-Call Sidewalk Repair and Maintenance Services Program

NOW, THEREFORE,

A. If said Bid shall be rejected, or

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses
(If Individual):

_____

_____

ATTEST (If Corporation):

By: _____

(Corporate Seal)

PRINCIPAL: **Carter Enterprises Group, Inc. dba Pavement Rehab Company**

By: _____

Title: Corey R. Kirschner - CEO

Title: Jay Kirschner - VP, Sec, Treas.

SURETY: **Swiss Re Corporate Solutions America Insurance Corporation**

By: _____

Title: **Vanessa Ramirez, Attorney-in-Fact**

ATTEST:

By: _____

Title: **Kim Luu, Client Service Specialist**

(Corporate Seal)

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)	Swiss Re Corporate Solutions America Insurance Corporation 1200 Main St. Suite 800 Kansas City, MO 64105-2478
(Name and Address of Agent or Representative for service of process in California, if different from above)	The Baldwin Group West, LLC 15901 Red Hill Avenue Tustin, CA 92780
(Telephone Number of Surety and Agent or Representative for service of process in California)	Surety: (816) 235-3700 Agent: (714) 505-7011

THIS IS A REQUIRED FORM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On September 16, 2026 before me, Leslie Rocha, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey R. Kirschner
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LESLIE ROCHA
Notary Public - California
Orange County
Commission # 2484949
My Comm. Expires Mar 19, 2028

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Orange)

On SEP 16 2026 before me, Melissa Annette Lopez, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vanessa Ramirez
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

MELISSA ANNETTE LOPEZ
Notary Public - California
Orange County
Commission # 2521857
My Comm. Expires Jun 28, 2029

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ERIK JOHANSSON, JENNIFER ANAYA, MELISSA LOPEZ, ALBERT MELENDEZ, JOAQUIN PEREZ, VANESSA RAMIREZ

ZYANYA HERNANDEZ, CHRISTINE STRADFORD, TRACI NAKAGAKI, MARY MARTHA LANGLEY, YU CHENG CHIANG,

and FREDERIC M. ARCHERD, JR. JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC
& Senior Vice President of SRCSPIC

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook ss

On this 26th day of January, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No. 978628
My Commission Expires September 26, 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of September, 20 26.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC & SRCSPIC

No. 3208-6

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Swiss Re Corporate Solutions America Insurance Corporation

*of **Missouri**, organized under the laws of **Missouri**, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

Boiler and Machinery, Burglary, Sprinkler, Automobile and Aircraft

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 7th day of June, 2022, I have set my hand and caused my official seal to be affixed this 7th day of June, 2022.*

Ricardo Lara
Insurance Commissioner

By

Valerie J. Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of Section 2-3.2 of said "Standard Specifications" Bidder understands and agrees that the Contract Work described in the Specifications for the ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the "Standard Specifications for Public Works Construction" prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California ("Greenbook)".

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal (submitted on or after March 1, 2015), or engage in the performance of any contract for public work unless currently registered with the Department of Industrial Relations to perform public work pursuant to Section 1725.5 of the Labor Code. Bidders and their sub-contractors shall provide an extract PDF at the of bid showing active registration from the Public Works Contractor online registration at https://efiling.dir.ca.gov/pwcr/search

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (0.5%) of the Contractor's total bid and the portion of the work which will be done by each Subcontractor as follows:

Trade	% of work to be done	Name	License No.	Address
NO SUBS	N/A	N/A	N/A	N/A

* Identify any DBE subcontractors

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed, to list the manufacturer of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Agency. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

Item or Material	**Manufacturer or Supplier**
Concrete-PCC material	Holliday Rock

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed by the Agency, there will be no increase in the amount of the Bid originally submitted.

ANTI-TRUST CLAIM

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 Agency 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 [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 Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

Signature	CARTER ENTERPRISES GROUP, INC. dba PAVEMENT REHAB COMPANY Name
COREY R. KIRSCHNER - CEO Title	22711 LA PALMA AVE. YORBA LINDA, CA 92887 Address
9/22/2026 Date	22711 LA PALMA AVE. YORBA LINDA, CA 92887 Address
1051374 Contractor's California License No.	A, C12, C8 Type of License
COREY R. KIRSCHNER - CEO/RMO Name of License Holder	03/31/2027 Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

30-1075109
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST_____
JAY KIRSCHNER - VP, SEC, TREAS.

CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

CARTER ENTERPRISES GROUP, INC.
dba PAVEMENT REHAB COMPANY

Firm Name

Signature

COREY R. KIRSCHNER - CEO

Print Name

1051374

Contractor's California License No.

03/31/2027

Expiration Date

30-1075109

Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST

JAY KIRSCHNER - VP, SEC, TREAS.

CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: 9/22/2026

CARTER ENTERPRISES GROUP, INC.
dba PAVEMENT REHAB COMPANY
Name of Bidder

Signature

COREY R. KIRSCHNER - CEO
Typed Name and Title

1051374
California License No.

A, C12, C8
Type of License

COREY R. KIRSCHNER - CEO/RMO
Name of License Holder

03/31/2027
Expiration Date

30-1075109
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST

JAY KIRSCHNER - VP, SEC, TREAS.

EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 8 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 8 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:
(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)
N/A

List a minimum of three (3) asphalt maintenance projects which your company has performed in the last five (5) years that meets or exceeded the total scope of work for CITYWIDE ANNUAL ASPHALT MAINTENANCE & REPAIR, NEW INSTALLATIONS PROGRAM & ON- CALL EMERGENCY CONSTRUCTION SERVICES where the cost of construction for each project was at least $100,000 or greater. Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

Name & Address of Owner/Agency	**Representative Name & Telephone**	**Type of Work Year Completed & $ Amount**
CITY OF LA VERNE 3660 D St, La Verne, CA 91750	Cody Howing, (909) 532-2649	Concrete improvements, Crack Sealing, Slurry Sealing, Full Depth Asphalt Repairs, Utility Adjusting, FEB 2026 $1,427,673.30
CITY OF ARCADIA 240 W Huntington Dr, Arcadia, CA 91007	Johnathan Doojphibulpol (626) 574-5484	Concrete Sidewalk, Curb & Gutter, Cross Gutter, Curb Ramp Reconstruction APRIL 2025 $211,886
CITY OF LAGUNA WOODS 24264 El Toro Road, Laguna Woods, CA 92637	April Baumgarten,(949) 639-0568	Concrete Sidewalk, Curb & Gutter, Driveway Approach, Curb Ramp Reconstruction, Utility Adjustments JAN 2025 $181,650

(Bidder shall attach and properly designate additional pages, if necessary.)

CONCRETE REFERENCES

1. City of La Verne:

    a. Project Name: Fy 2024-25 Crack Seal/Slurry Seal for Aldersgate to Baseline et al and Golden Hills – Canterwood et al Project. PROJECT
    b. Agency Contact: Cody Howing, Principal Engineer, (909) 532-2649
    c. Contract Total: $1,427,673.30
    d. Date of Completion: Est. 2/15/2026
    e. Nature of Work: Concrete improvements, Crack Sealing, Slurry Sealing, Full Depth Asphalt Repairs, Utility Adjusting, and Traffic Striping.

2. City of Hemet:

    a. Project Name: Brubaker Park Sidewalk Improvements
    b. Agency Contact: Jilleen Ferris, Deputy Public Works Director/Assistant City Engineer (951) 765-2360
    c. Contract Total: $85,000
    d. Date of Completion: 3/20/2025
    e. Nature of Work: Concrete Sidewalk and Curb Ramp reconstruction

3. City of Arcadia:

    a. Project Name: ADA Curb Ramp Project, Project #43855526, CDBG Project # 602738-24.
    b. Agency Contact: Johnathan Doojphibulpol, Principal Civil Engineer (626) 574-5484
    c. Contract Total: $211,886
    d. Date of Completion: 4/16/2025
    e. Nature of Work: Concrete Sidewalk, Curb & Gutter, Cross Gutter, Curb Ramp Reconstruction, and Street Signage Relocation

4. City of Laguna Woods:

    a. Project Name: Americans with Disabilities Act (ADA) Pedestrian Accessibility Improvement Project: Phase 8
    b. Agency Contact: April Baumgarten, Public Works Adminstrator (949) 639-0568
    c. Contract Total: $181,650
    d. Date of Completion: 1/24/2025
    e. Nature of Work: Concrete Sidewalk, Curb & Gutter, Driveway Approach, Curb Ramp Reconstruction, Utility Adjustments and Signage Replacement

CRACK SEAL REFERENCES

1. City of Elk Grove
    a. Project Name: FY2025 Citywide Crack Seal (MP2501)
    b. Agency Contact: Sameer Amin, Engineering Technician (916) 687-3048 samin@elkgrovecity.org
    c. Contract Total: $802,873.12
    d. Date of completion: 7/25
    e. Nature of Work: Crack Sealing city streets.

2. County of Fresno
    a. Project Name: Crack Seal at Various Locations in Fresno County
    b. Agency Contact: James Drew, Department of Public Works (559) 862-5258
    c. Contract Total: $780,515
    d. Date of Completion: 10/9/23
    e. Nature of Work: Crack Repair & Sealing. Asphalt Concrete Repair of wide cracks including milling tented cracks.

3. City of Santee
    a. Project Name – Citywide Crack Sealing Program 2024
    b. Agency Contact: Toby Espinola, Senior Civil Engineer (619) 258-4100
    c. Contract Total: $134,735
    d. Date of Completion: 7/24
    e. Nature of Work: Crack Sealing city streets.

4. City of Salinas
    a. Project Name- 2024 Pavement Crack Treatment on Various Streets
    b. Agency Contact: Phavana Aramkul, Engineer (831) 758-7903
    c. Contract Total: $465,000
    d. Date of Completion: 7/24
    e. Nature of Work: Crack Sealing city streets.

PAVEMENT REHAB COMPANY

RESUME

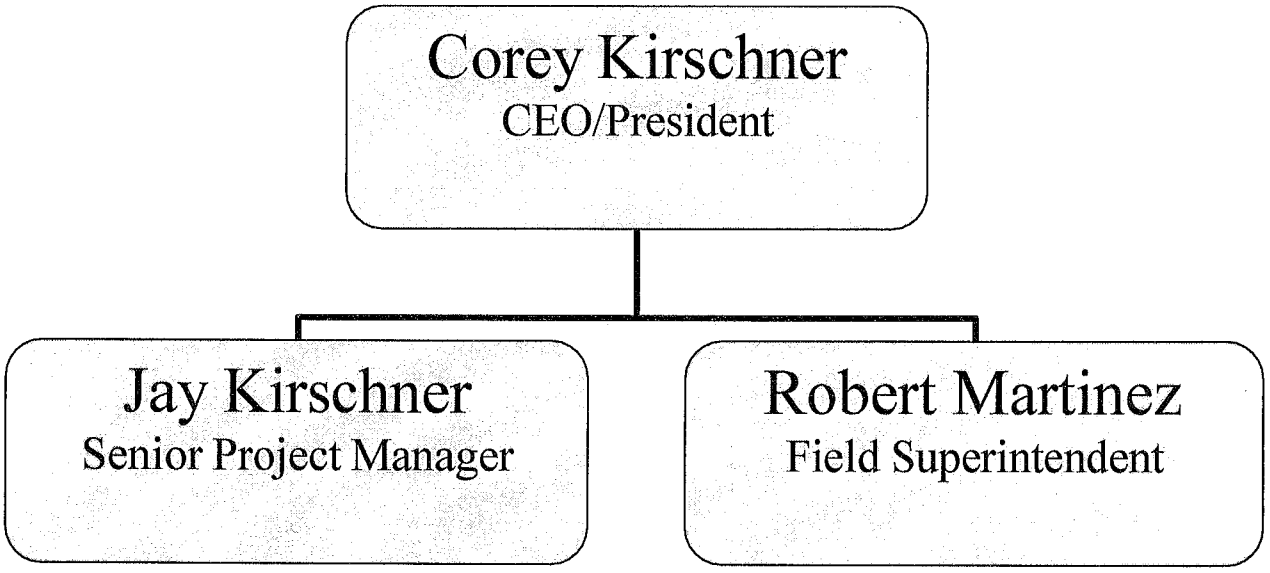
Corey Kirshner has more than 20 years of experience, both as a Chief Estimator and CEO, bidding on and managing Public Works projects throughout California. In 2019 he incorporated and became CEO of Pavement Rehab Company. Since that time, Pavement Rehab Company has completed hundreds of Public Work's projects steadily growing year by year. In 2024 the company grossed more than $30 million dollars.

Jay Kirschner, Vice President and Senior Project Manager, holds a Bachelor's Degree from the Chapman University and has more than 10 years' experience managing Public Work's project in California. Jay leads our team, with the project managers under his direct supervision, in managing our production and coordinating our field mobilizations for all projects.

Robert Martinez, Field Superintendent, serves as the head of all field related matters. He has more than 20 year's experience performing Public Works projects in California. Overseeing the on-site laborers, cement masons, and operating engineers is one of his main responsibilities.

BACKLOG ALLOCATION:

Corey Kirschner, Jay Kirschner and Robert Martinez oversee 100% of all current projects in attached backlog.



Key Individual Responsibilities:

Corey Kirschner
- Manage overall operations and resources of company.
- Decision maker of corporation.

Jay Kirschner
- Lead project management team.
- Oversee project scheduling, budgeting and dispatching on all projects
- Main point of contact between company and agencies.

Robert Martinez
- Lead and manage on-site laborers, masons and operators.
- Coordinate daily operations and project productions.
- Ensuring quality control and that agency expectations are met.

CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
LICENSE# 1051374 DIR# 1000064823

UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
(a California corporation)

June 3rd, 2025

The undersigned director, constituting the entire board of directors (the "Board") of Carter Enterprises Group, Inc. DBA Pavement Rehab Company, a California corporation (the "Corporation"), hereby takes the following actions, adopts the following resolutions, and transacts the following business, by written consent without a meeting, as of the date above written, pursuant to Section 307(b) of the General Corporation Law of the State of California and the Corporations Bylaws:

Approval of Loan Transactions

WHEREAS, Corey Kirschner is currently the Corporation's Chief Executive Officer and Jay Kirschner is the Vice President, Secretary and Treasurer (the "Officers"), both with authority to enter into contracts on behalf of the Corporation.

WHEREAS, the Corporation opportunities from time to time to bid on various governmental and non-governmental projects;

WHEREAS, after careful consideration, the Board has determined that the terms and conditions of the proposed project in the form of the bid attached hereto as Exhibit A (the "Project") are just and equitable and fair as to the Corporation and that it is in the best interests of the Corporation and its stockholder to submit the bid and complete the Project subject to the terms agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, the Board on behalf of the Corporation hereby approves and ratifies the Project in all respects, and hereby authorize and direct the Corporation to negotiate, execute, deliver and perform the terms of all documents, required in connection with title Project, together with such changes thereto as may be approved by the Officer executing the same on behalf of the Corporation (pursuant to the authorization provided herein), such approval of the Officer to be conclusively evidenced by its execution and delivery of same.

RESOLVED FURTHER, that the Officer may execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the financing of the Corporation.

RESOLVED FURTHER, that the Officer(s) are hereby authorized, directed, and empowered to execute and deliver any and all agreements and any and all other documents and instruments, and take such further actions as may be necessary or appropriate, for the consummation of the Project.

RESOLVED FURTHER, that the Officer, in the name of the Corporation, is hereby authorized, directed, and empowered to negotiate, execute and deliver to the applicable counterparty, any and all documents with respect to the Project and other instruments as may be reasonably requested, and the Officer on behalf of the Corporation is authorized from time to time to execute extensions or other installments as may be necessary.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed.

The Secretary of the Corporation is directed to file the original executed copy of this Consent with the minutes of proceedings of the Corporation.

[Signature page follows]

CARTER ENTERPRISES GROUP, INC.
DBA PAVEMENT REHAB COMPANY
LICENSE# 1051374 DIR# 1000064823

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Written Consent of the Board of Directors as of the date first above written.

X

Corey Kirschner
Chief Executive Officer

X

Anthony Steen
President

X

Jay Kirschner
Vice President, Secretary, Treasurer

STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

CARTER ENTERPRISES GROUP INC
dba PAVEMENT REHAB CO

License Number 1051374

to engage in the business or act in the capacity of a contractor in the following classifications:

C12 - EARTHWORK AND PAVING
C-8 - CONCRETE
A - GENERAL ENGINEERING

Witness my hand and seal this day,

August 30, 2024

Issued March 18, 2019

Michael Mark, Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

David R. Fogt, Registrar of Contractors

13L-24 (REV. 10/17)

OSP 17 143888

AUDIT NO: 789743

DIR EST. 1927 State of California Department of Industrial Relations

Welcome, Leslie

CARTER ENTERPRISES GROUP, INC.

PWCR Number: 1000064823

Registration Status: Approved

Current registration 07/01/2023-06/30/2026

Future registration 07/01/2026-06/30/2029

Contractor Information

Legal Entity Name
CARTER ENTERPRISES GROUP, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000064823
Registration effective date
07/01/23
Registration expiration date
06/30/26
Mailing Address
2890 E LA CRESTA AVE ANAHEIM 92806 CA United Sta...
Physical Address
2890 E LA CRESTA AVE ANAHEIM 92806 CA United Sta...
Email Address
tylerw@onyxpaving.com
Trade Name/DBA
PAVEMENT REHAB CO.
License Number (s)
CSLB:1051374

Registration History

Effective Date	Expiration Date
03/19/19	06/30/19
07/01/19	06/30/21
07/01/21	06/30/23
07/01/23	06/30/26

Legal Entity Information

Corporation Entity Number:	201808610159
Federal Employment Identification Number:	301075109
President Name:	Robert Steen
Vice President Name:	
Treasurer Name:	Robert Steen
Secretary Name:	Robert Steen
CEO Name:	Robert Steen

Agency for Service:

Agent of Service Name:	Corey Kischner

Agent of Service Mailing Address: 2890 E La Cresta Ave Anaheim 92806 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:	Carter Enterprises Group Inc dba: Pavement Reha
Insurance Carrier:	ZURICH AMERICAN INSURANCE CO.
Policy Number:	WC106300504
Inception date:	10/01/22
Expiration Date:	10/01/23

BA20261060687

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20261060687
Date Filed: 5/15/2026

B4681-5312 05/15/2026 3:56 PM Received by California Secretary of State

Entity Details

Corporation Name	CARTER ENTERPRISES GROUP, INC.
Entity No.	4228088
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	22711 LA PALMA AVE YORBA LINDA, CA 92887

Mailing Address of Corporation

Mailing Address	22711 LA PALMA AVE YORBA LINDA, CA 92887
Attention	Joan Ward

Street Address of California Office of Corporation

Street Address of California Office	22711 LA PALMA AVE YORBA LINDA, CA 92887

Officers

Officer Name	Officer Address	Position(s)
Jay Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Secretary
Corey Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Chief Executive Officer
■ Corey Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
Anthony Steen	22711 LA PALMA AVE YORBA LINDA, CA 92887	Other	President
Jay Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887	Treasurer	

Directors

Director Name	Director Address
Anthony Steen	22711 LA PALMA AVE YORBA, CA 92887
Corey Kirschner	22711 LA PALMA AVE YORBA LINDA, CA 92887

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	Courtney Kirschner
Agent Address	22711 LA PALMA AVE YORBA LINDA, CA 92887

Type of Business Type of Business	Concrete and Slurry
Email Notifications Opt-in Email Notifications	Yes, I opt-in to receive entity notifications via email.

Labor Judgment

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

Electronic Signature

☒ By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Joan Ward	*05/15/2026*
Signature	Date

B4681-5313 05/15/2026 3:56 PM Received by California Secretary of State

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Advanced Clean Fleets Regulation

Truck and Bus Regulation

EUREKA

Issued to: Carter Enterprises Group, Inc.

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has met requirements of:

Title 13 CCR sections 2013 - 2016 (Advanced Clean Fleets Regulation)
Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to penalties.

This certificate is valid until December 31, 2026

Michelle Buffington

Michelle Buffington
Division Chief, Mobile Source Control
DivisionCalifornia Air Resources Board

Printed on 2026-01-22

31 Vehicles

TRUCRS Fleet Identification
248550

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

California Environmental Protection Agency

Air Resources Board

January 1, 2026

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

PAVEMENT REHAB COMPANY

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2027**

Michelle Buffington

Michelle Buffington
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

177336

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000

Ad Proofs

Project Name: ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM

Contract/Bid #: NOT PROVIDED

Awarding Agency: CITY OF PERRIS

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)
Published On: 09/17/2026 @ 11:49:24 AM Pacific
Expired On: 09/25/2026 @ 11:59:59 PM Pacific
Message Notifications Sent To: bids@pavementrehab.com
Published At: https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=68448

Carter Enterprises Group, Inc. DBA Pavement Rehab Company

is seeking qualified DBEs, MBEs, WBEs

Project Name
ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM

Bid/Contract #
NOT PROVIDED

Awarding Agency
CITY OF PERRIS

Project Location
PERRIS, RIVERSIDE COUNTY County, CA

Bid Date
09/25/2026 at 02:00

Project Details
TRUCKING
HAULING
TRAFFIC CONTROL
WATER POLLUTION CONTROL
CLEARING AND GRUBBING
ROOT REMOVAL
ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

Get in Touch

Outreach Coordinator
Tim Fitzpatrick

Project Estimator
Tim Fitzpatrick

Telephone
(714) 238-1444

Fax
(000) 000-0000

Address
22711 La Palma Ave
Yorba Linda, CA 92887

Send Message »

Certification & Assistance
California DBE Program
San Francisco LBE Program
San Diego SLBE Program
Bay Area Rapid Transit SBE, LSB Program
Los Angeles County CBE Program
Alameda County SLEB Program
California Supplier Clearinghouse Diversity Program Program
Oakland LBE/SLBE Program
Los Angeles County SLBE & DVBE Program
Alameda County Alameda CTC LBE/SLBE Program
California SB-PW Program
California DVBE Program

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

Learn more »

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)
Published On: 09/17/2026 @ 11:49:24 AM Pacific
Expired On: 09/25/2026 @ 11:59:59 PM Pacific
Published At: http://dbejournal.com/index.php?show_ad=68448&ad_project_name=ANNUAL+ON-CALL+SIDEWALK+REPAIR+AND+MAINTENANCE+SERVICES+PROGRAM&co_name=Carter+Enterprises+Group%2C+Inc.+DBA+Pavement+Rehab+Company

---

Outreach Coordinator
Tim Fitzpatrick

Estimator
Tim Fitzpatrick

Contact Information
22711 La Palma Ave
Yorba Linda, CA 92887

Telephone
(714) 238-1444

Fax
(000) 000-0000

Carter Enterprises Group, Inc. DBA Pavement Rehab Company

is seeking qualified DBEs, MBEs, WBEs

Project Name
ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM

Bid/Contract #
NOT PROVIDED

Awarding Agency
CITY OF PERRIS

Project Location
PERRIS, RIVERSIDE COUNTY County, CA

Bid Date
09/25/2026 at 02:00

Project Details
TRUCKING
HAULING
TRAFFIC CONTROL
WATER POLLUTION CONTROL
CLEARING AND GRUBBING
ROOT REMOVAL
ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

LinkedIn

Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.

Published On: 09/17/2026 @ 11:56:02 AM Pacific
Published At: https://www.linkedin.com/feed/update/urn:li:share:7506425754151219200/

Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000

Outreach Invitation Proofs

Project Name: ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM

Contract/Bid #: NOT PROVIDED

Awarding Agency: CITY OF PERRIS

Log details

• This document contains a single copy of the bid invitation emailed to each company with an email address listed on their certification. The same email was sent to all companies, which is why we have provided the single email proof.

• This document contains a copy of each fax notice sent to solicited companies with a fax number listed on their certification.

Email Proof

Subject Line: [Bid Invite] ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
Reply To Email: bids@pavementrehab.com

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is seeking qualified DBEs, MBEs, WBEs and invites you to bid on the following contract.

Reply

PROJECT NAME: ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID #: NOT PROVIDED
BID DUE DATE: 09/25/2026 at 02:00 (local time)
AWARDING AGENCY/OWNER: CITY OF PERRIS
PROJECT LOCATION: PERRIS, RIVERSIDE COUNTY, CA

TRUCKING
HAULING
TRAFFIC CONTROL
WATER POLLUTION CONTROL
CLEARING AND GRUBBING
ROOT REMOVAL
ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

If interested, contact:
Tim Fitzpatrick
Carter Enterprises Group, Inc. DBA Pavement Rehab Company
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com

This email was sent via the DBEGoodFaith.com outreach platform. To learn more about why you received this bid invitation email, visit DBEGoodFaith.com/why.

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: 25/8 Transports LLC
Tel: (310) 850-6685
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734744-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: 3P Construction, Inc.
Tel: (909) 569-9197
Fax: (951) 746-2925

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734745-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: A.B. HASHMI, INC.
Tel: (760) 672-8059
Fax: (858) 433-7215

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734746-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: AFS INVESTMENTS, LLC
Tel: (909) 973-4533
Fax: (951) 685-1862

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734747-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Bancroft Construction Services
Tel: (858) 425-5265
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734749-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: BERT W SALAS, INC.
Tel: (619) 562-7711
Fax: (619) 258-3515

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734750-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Caplinger Construction Inc
Tel: (909) 880-6200
Fax: (909) 880-6262

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734751-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: CONTERA CONSTRUCTION CORPORATION
Tel: (951) 695-2800
Fax: (951) 695-2801

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734753-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: F J Haulers Inc.
Tel: (951) 545-1104
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734755-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: FMF Pandion
Tel: (760) 212-9120
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734756-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: FORCE TRAFFIC CONTROL INC
Tel: (559) 562-1062
Fax: (559) 562-1056

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734867-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Genuine Engineering Inc
Tel: (951) 674-5000
Fax: (951) 674-5020

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734757-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: GLOBAL ROAD SEALING, INC
Tel: (714) 893-0845
Fax: (714) 893-0945

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734868-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: GONZALEZ HEAVY HAUL, INC.
Tel: (951) 392-8940
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
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BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734758-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: HIGH-LIGHT ELECTRIC, INC.
Tel: (951) 352-9646
Fax: (951) 352-5595

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734761-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: J & E Martinez Inc.
Tel: (951) 385-5567
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

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HOW TO REPLY	
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BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: JR & LR Inc.
Tel: (951) 532-8425
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734764-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: K.A.T. EQUIPMENT RENTALS, INC.
Tel: (562) 449-9265
Fax: (562) 724-7272

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Leading Edge Trucking, Inc.
Tel: (909) 821-0252
Fax: (000) 000-0000

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: North County Traffic Control, Inc.
Tel: (858) 722-7369
Fax: (760) 749-0051

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734769-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Segu Incorporated
Tel: (909) 276-5582
Fax: (888) 839-9857

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734772-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Skyline Consultants Inc.
Tel: (951) 316-6408
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Sycamore Lowbed Service, LLC
Tel: (949) 300-9589
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
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TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: T3 Group, Inc.
Tel: (858) 465-7132
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734775-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:02 pm Pacific through the DBEGoodFaith.com outreach platform.

Find other DBE, M/WBE, DVBE, SBE, and other subcontracting and supplier opportunities at DBEGoodFaith.com.
Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: TreeSmith Enterprises Inc
Tel: (714) 996-6037
Fax: (714) 996-6057

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734777-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: UNIVERSAL CONSTRUCTION AND ENGINEERING
Tel: (760) 200-3100
Fax: (000) 000-0000

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: VT Electric, Inc
Tel: (909) 985-1755
Fax: (909) 985-8186

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

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HOW TO REPLY	
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BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: Wildscape Restoration, Inc.
Tel: (805) 535-4448
Fax: () -

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734869-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

This solicitation was generated and sent on behalf of Carter Enterprises Group, Inc. DBA Pavement Rehab Company at 09/17/2026 12:27:03 pm Pacific through the DBEGoodFaith.com outreach platform.

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Learn more about why you received this invitation at DBEGoodFaith.com/why

INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: WILLIE DIXON TRUCKING
Tel: (310) 532-6897
Fax: (310) 532-6260

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
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BID DUE DATE	09/25/2026 at 02:00
BID / PROJECT #	NOT PROVIDED
AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734870-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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INVITATION TO BID

FROM: Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000
bids@pavementrehab.com
CONTACT NAME: Tim Fitzpatrick

TO: YMSC, INC
Tel: (866) 452-4525
Fax: (888) 847-7756

Carter Enterprises Group, Inc. DBA Pavement Rehab Company is Seeking Qualified DBEs, MBEs, WBEs	
PROJECT NAME	ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM
BID DUE DATE	09/25/2026 at 02:00
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AGENCY NAME	CITY OF PERRIS
PROJECT LOCATION	PERRIS, RIVERSIDE COUNTY, CA

TRUCKING HAULING TRAFFIC CONTROL WATER POLLUTION CONTROL CLEARING AND GRUBBING ROOT REMOVAL ADA TRUNCATED DOMES

Plans and specs will be made available upon request via email to bids@pavementrehab.com

HOW TO REPLY	
ONLINE	Visit **dbegoodfaith.com/respond** and enter Solicitation ID 3734782-68448
BY FAX	Fax back this invitation with your response to: (000) 000-0000 [ ] Yes, we will send a fax quote by the bid date. [ ] No, we are not interested. [ ] Interested, but we would like more information. Please contact us at _____.
BY EMAIL	Contact Tim Fitzpatrick at bids@pavementrehab.com

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Carter Enterprises Group, Inc. DBA Pavement Rehab Company
22711 La Palma Ave
Yorba Linda, CA 92887
Tel: (714) 238-1444
Fax: (000) 000-0000

Email & Fax Solicitation Log

Project Name: ANNUAL ON-CALL SIDEWALK REPAIR AND MAINTENANCE SERVICES PROGRAM

Contract/Bid #: NOT PROVIDED

Awarding Agency: CITY OF PERRIS

Log Details

- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
25/8 Transports LLC 14069 Andy Pl Riverside, CA 92508 Tel: 3108506685 Fax: None Listed info@258transportsllc.com Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered
3P Construction, Inc. 28782 Goetz Rd Menifee, CA 92587 Tel: 9095699197 Fax: 9517462925 estimating@3pci.net Cert: DBE - M. Owned	09/17/2026 12:39 pm PST Failed	09/17/2026 12:30 pm PST Delivered
A.B. HASHMI, INC. 13066 Deer Canyon Court San Diego, CA 92131 Tel: 7606728059 Fax: 8584337215 info@abhashmi.com Cert: DBE - M. Owned	09/17/2026 12:39 pm PST Failed	09/17/2026 12:30 pm PST Delivered
AFS INVESTMENTS, LLC 8865 White Oak Ave Rancho Cucamonga, CA 91730 Tel: 9099734533 Fax: 9516851862 ashley@lms-transport.com Cert: DBE - F. Owned	09/17/2026 12:39 pm PST Failed	09/17/2026 12:30 pm PST Delivered
Bancroft Construction Services 7486 La Jolla Blvd Suite 176 San Diego, CA 92037 Tel: 8584255265 Fax: None Listed contact@bancroftcs.com Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered

BERT W SALAS, INC. 11203 CA-67 Lakeside, CA 92040 Tel: 6195627711 Fax: 6192583515 bsalaz@bertsalasinc.com Cert: DBE - M. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered
Caplinger Construction Inc 15924 NORTH CAJON BLVD. DEVORE HEIGHTS, CA 92407 Tel: 9098806200 Fax: 9098806262 jayshackelford7@gmail.com Cert: DBE - F. Owned	09/17/2026 12:39 pm PST Failed	09/17/2026 12:30 pm PST Delivered
CONTERA CONSTRUCTION CORPORATION 28545 OLD TOWN FRONT ST., SUITE 201 TEMECULA, CA 92590 Tel: 9516952800 Fax: 9516952801 jason@varelacompanies.com Cert: DBE - F. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered
F J Haulers Inc. 1256 Magonlia Ave Corona, CA 92879 Tel: 9515451104 Fax: None Listed admin@fjhaulers.com Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered
FMF Pandion 4849 Ronson Ct, STE 200 San Diego, CA 92111 Tel: 7602129120 Fax: None Listed admin@fmfpandion.com Cert: DBE - M. Owned	n/a	09/17/2026 12:30 pm PST Delivered

FORCE TRAFFIC CONTROL INC 24017 Rd 196 Lindsay, CA 93247 Tel: 5595621062 Fax: 5595621056 forcetraffic@earthlink.net Cert: DBE	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered
Genuine Engineering Inc 13306 Indian Bow Cir Corona, CA 92883 Tel: 9516745000 Fax: 9516745020 info@genuineinc.net Cert: DBE - F. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered
GLOBAL ROAD SEALING, INC 10641 Sycamore Avenue Stanton, CA 90680 Tel: 7148930845 Fax: 7148930945 grs@globalroadsealing.com Cert: DBE	09/17/2026 12:34 pm PST Failed	09/17/2026 12:30 pm PST Delivered
GONZALEZ HEAVY HAUL, INC. 21737 Juniper Flats Rd Nuevo, CA 92567 Tel: 9513928940 Fax: None Listed trucking@gonzalezheavyhaul.com Cert: DBE - M. Owned	n/a	09/17/2026 12:30 pm PST Delivered
HIGH-LIGHT ELECTRIC, INC. 1460 E. COOLEY DR, SUITE 100 COLTON, CA 92324 Tel: 9513529646 Fax: 9513525595 erwin.mendoza@hleincusa.com Cert: DBE - M. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered

J & E Martinez Inc. 11762 De Palma Rd, Ste. 1-C #401 Corona, CA 92883 Tel: 9513855567 Fax: None Listed ivan@jandemartinezinc.com Cert: DBE - M. Owned	n/a	09/17/2026 12:30 pm PST Delivered
JR & LR Inc. 21505 Markham St Perris, CA 92570 Tel: 9515328425 Fax: None Listed reyestransporting11@gmail.com Cert: DBE - M. Owned	n/a	09/17/2026 12:30 pm PST Delivered
K.A.T. EQUIPMENT RENTALS, INC. 958 EL SOBRANTE ROAD CORONA, CA 92879 Tel: 5624499265 Fax: 5627247272 katfreight@hotmail.com Cert: DBE - F. Owned	09/17/2026 12:41 pm PST Failed	09/17/2026 12:30 pm PST Delivered
Leading Edge Trucking, Inc. 17130 Van Buren Blvd #170 RIVERSIDE, CA 92504 Tel: 9098210252 Fax: 0000000000 chris.weems@aol.com Cert: DBE - M. Owned	12/31/1969 04:00 pm PST Failed	09/17/2026 12:30 pm PST Delivered
North County Traffic Control, Inc. 31222 Rivoli Road VALLEY CENTER, CA 92082 Tel: 8587227369 Fax: 7607490051 annette@northcountytrafficcontrol.com Cert: DBE - M. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered

Segu Incorporated 11017 Persimmon Lane FONTANA, CA 92337 Tel: 9092765582 Fax: 8888399857 segura.jose@qualitytrafficcontrols.com Cert: DBE - M. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered
Skyline Consultants Inc. 2900 Crestview Drive Norco, CA 92860 Tel: 9513166408 Fax: None Listed mmalik@skylineconsults.com Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered
Sycamore Lowbed Service, LLC 32375 Galleano Ave Winchester, CA 92596 Tel: 9493009589 Fax: None Listed lauren@sycamorelowbed.com Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered
T3 Group, Inc. 8880 Cal Center Drive, Suite 400 Sacramento, CA 95826 Tel: 8584657132 Fax: None Listed info@t3group.us Cert: DBE - F. Owned	n/a	09/17/2026 12:30 pm PST Delivered
TreeSmith Enterprises Inc 1551 N. MILLER ST ANAHEIM, CA 92806 Tel: 7149966037 Fax: 7149966057 jramirez@treesmith.net Cert: DBE - F. Owned	09/17/2026 12:29 pm PST Successful	09/17/2026 12:30 pm PST Delivered

UNIVERSAL CONSTRUCTION AND ENGINEERING 77725 Enfield Ln, Ste 210 Palm Desert, CA 92211 Tel: 7602003100 Fax: 0000000000 alfonso@universalconstructioneng.com Cert: DBE - M. Owned	12/31/1969 04:00 pm PST Failed	09/17/2026 12:30 pm PST Delivered
VT Electric, Inc 10825 VERNON AVE ONTARIO, CA 91762 Tel: 9099851755 Fax: 9099858186 tony@vtelectric.net Cert: DBE - M. Owned	09/17/2026 12:28 pm PST Successful	09/17/2026 12:30 pm PST Delivered
Wildscape Restoration, Inc. 1547 Los Angeles Avenue, Suite 110 Ventura, CA 93004 Tel: 8055354448 Fax: None Listed admin@wildscaperestoration.com Cert: DBE	n/a	09/17/2026 12:30 pm PST Delivered
WILLIE DIXON TRUCKING 1264 W. 132ND STREET GARDENA, CA 90248 Tel: 3105326897 Fax: 3105326260 wdtrucking11@gmail.com Cert: DBE	09/17/2026 12:40 pm PST Failed	09/17/2026 12:30 pm PST Delivered
YMSC, INC 12393 Doherty St RIVERSIDE, CA 92503 Tel: 8664524525 Fax: 8888477756 contact@primesupply1.com Cert: DBE - F. Owned	09/17/2026 12:28 pm PST Successful	09/17/2026 12:30 pm PST Delivered

ATTACHMENT 3

SAMPLE PUBLIC WORKS CONTRACT

PUBLIC WORKS CONSTRUCTION CONTRACT

THIS PUBLIC WORKS CONSTRUCTION CONTRACT ("**Contract**") is made and entered into as of the date executed by the City Manager, by and between _____, a _____ ("**Contractor**") and the City of Perris, a California municipal corporation ("**City**") for a total amount of $_____, consisting of $_____ as set forth in Contractor's bid (the "**Contract Amount**") and up to $_____ 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 _____ ("**Contractor's Bid**") subject to Section 2 below; 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.: _____
DESCRIPTION: _____
LOCATION: _____

(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.

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.

SAMPLE

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 reinstitution 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.

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**"):

SAMPLE

i. Notice Inviting Bids

ii. Instructions to Bidders

iii. Bid Forms

iv. Contractor's Bid (only portions that described the scope of work and Project cost)

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 _____ (_____) 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 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: _____

SAMPLE

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 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

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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 $2,000,000 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.

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

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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.

(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

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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.

(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

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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.

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

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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 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

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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 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

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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, 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

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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 _____ Department, located at _____, 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.

Contactor 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 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

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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 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

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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; 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.

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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 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

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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.

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.

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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

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

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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.

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

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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 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

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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

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

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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 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

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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 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

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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.

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

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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, 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

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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 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

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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 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

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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 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

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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.

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

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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 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.

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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, whether the signatures are originals, electronic, facsimiles or digital.

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 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

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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 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.

[SIGNATURES ON FOLLOWING PAGE]

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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.

CITY OF PERRIS,
a California municipal corporation

BY:

Clara Miramontes, City Manager

DATE:

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

[SIGNATURES CONTINUE ON NEXT PAGE]

SAMPLE

CONTRACTOR

CONTRACTOR NAME:	CONTRACTOR'S ADDRESS:
STATE OF CALIFORNIA CONTRACTOR'S LICENSE NUMBER:	CONTRACTOR'S LICENSE EXPIRATION DATE:
CONTRACTOR'S BUSINESS TELEPHONE NUMBER:	EMERGENCY TELEPHONE NUMBER:
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
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. 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.**

[END SIGNATURES]

SAMPLE

EXHIBIT "A"
BOND FORMS

SAMPLE

PERFORMANCE BOND
City Project Name: _____
City Project No.: _____

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 _____ (**$**_____). 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 _____ and City Project Number _____. 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.

SAMPLE

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)

SAMPLE

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.

PAYMENT BOND
City Project Name: _____
City Project No.: _____

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 _____ ($_____). 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 _____ and City Project Number _____. 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.

SAMPLE

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)

SAMPLE

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

10.C

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to execute a Second Amendment extending the existing agreement with Willdan Financial Services for an additional one-year term for Annual Administration and Annexation Services of the Landscape and Lighting Act of 1972 District in an amount not to exceed $58,500.00.

REQUESTED ACTION: City Council to approve the Second Amendment, extending the existing agreement with Willdan Financial Services for an additional one-year term at the annual cost not to exceed $58,500 for annual Administration and Annexation Services of the Landscape and Lighting Act of 1972 District for the City of Perris and authorize the City Manager to execute the amendment and all necessary documents, approved as to form by the City Attorney.

CONTACT: Bryant Hill, Director of Public Works

BACKGROUND/DISCUSSION:

On February 11, 2022, the City Council approved a Professional Services Agreement with Willdan Financial Services for annual administration and annexation services associated with the City of Perris Landscape and Lighting Act of 1972 District. Services provided under the agreement include, but are not limited to, preparation of the Engineer's Report, determination of assessment amounts based on parcel information, and maintenance of the tax roll database.

The agreement was initially approved for a two-year term, with the option to extend for up to three additional one-year terms. On July 29, 2025, the City Council approved Amendment No. 1, which ratified the three one-year extensions and extended the agreement through October 30, 2026.

Willdan Financial Services has extensive experience providing these specialized services to the City and has consistently provided high-quality service. Staff believes it is in the City's best interest to extend the agreement with Willdan Financial Services due to the firm's familiarity with the required services and its experience with the City's specific requirements.

Staff recommends that the City Council approve Amendment No. 2 to the Professional Services

Agreement with Willdan Financial Services to extend the term through October 30, 2027, and authorize the City Manager to execute the amendment and all necessary documents, approved as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT:
There will be no budgetary impact on the general fund, as the service cost has been approved by Council in the 2026-2027 FY Special Districts budget.

Prepared By: William Carrasco, Management Analyst

Attachments:
1. Draft Amendment No. 2.pdf
2. Amendment No. 1.pdf

ATTACHMENT 1

DRAFT AMENDMENT NO. 2

AMENDMENT NO. 2
TO THE CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF PERRIS AND WILLDAN FINANCIAL SERVICES

This AMENDMENT NO. 2 to the CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES (**"Amendment No. 2"**) is hereby made and entered into effective as of _____, 2026 (**"Effective Date"**) by and between the **CITY OF PERRIS,** a California municipal corporation (**"City"**) and **WILLDAN FINANCIAL SERVICES,** a California corporation (**"Consultant"**). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties.**"

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for Professional Services dated November 1, 2019 ("Agreement"), for Consultant to provide specified services to the City related to the administration of the Landscape and Lighting Acts of 1972 Assessment Engineering Districts including Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

B. The Agreement provided for a not-to-exceed Contract Sum of $111,000.00 for the initial two-year term, with annual compensation of $55,500.00 for Fiscal Year 2020/2021 and Fiscal Year 2021/2022.

C. The Agreement, in Exhibit "B" (Schedule of Compensation), allowed for three one-year options to renew following the initial two-year term, at the same fee, with no CPI inflator. City and Consultant continued performance under the Agreement following the initial two-year term as though the three one-year options to extend were exercised, although the Parties did not enter into any formal written amendment to the Agreement exercising those options. Consultant has continued to perform the services set forth in the Agreement Scope of Services (Exhibit "A"), and City has continued to compensate Consultant in the annual amount of $55,500.00, for Fiscal Years 2022/2023, 2023/2024, and 2024/2025.

D. City and Consultant entered into Amendment No. 1 to the Agreement on October 30, 2021, to amend certain provisions of the scope of the Agreement, extend the term of the Agreement through October 30, 2026, and increase the annual compensation for Fiscal Year 2025/2026 to $58,500.00.

E. City and Consultant now desire to amend the Agreement to extend the term of the Agreement through October 30, 2027, and update the scope of services and schedule of compensation in the annual amount of $58,500.00 for Fiscal Year 2026/2027 as provided herein.

TERMS

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

2. Contract Amendments. The Agreement is amended as provided herein (added text is indicated in ***bold italics***, deleted text in ~~strikethrough font~~):

2.1 Section 2.1 (Contract Sum) is amended to read in its entirety as follows:

"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 "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Three Hundred ~~Thirty-Six~~ ***Ninety-Four*** Thousand ***Five Hundred*** Dollars ($***394,500.00*** ~~336,000.00~~) ("Contract Sum"), comprising $55,500.00 annually for Fiscal Year 2020/2021, Fiscal Year 2021/2022, Fiscal Year 2022/2023, Fiscal Year 2023/2024, and Fiscal Year 2024/2025, and $58,500 for Fiscal Year 2025/2026 ***and Fiscal Year 2026/2027***. The Consultant will be reimbursed for reasonable out-of-pocket expenses outlined under Exhibit "B". The Consultant shall bill for any additional services requested in writing by the City in accordance with the hourly rates provided in Exhibit "B".

2.2 Section 5.1 (Term) is amended to read in its entirety as follows:

"5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until ***October 30,*** 202~~6~~***7***."

2.3 Exhibit "A" of this Amendment No. 2 (attached hereto and incorporated herein by this reference) is hereby added as a supplement to Exhibit "A" of the Agreement, pertaining to the scope of services to be performed from November 1, 2026 to October 30, 2027.

2.4 Exhibit "B" (Schedule of Compensation) of the Agreement is hereby amended as follows:

a. The first paragraph is amended to read in its entirety as follows:

"Willdan Financial Services ("Willdan") proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a fixed fee of $55,500 annually for the first five (5) years of the Agreement term, ***and $58,500 for the next two (2) years of the Agreement term.*** "

b. The table under the heading "Annual Administration – Landscape and Lighting Act of 1972" is amended to include Fiscal Year 2026-27 in the table, with the same itemized fees of $19,500 per Maintenance District and a subtotal of $58,500, as shown in the table for Fiscal Year 2026-27.

2.5 Exhibit "B" of this Amendment No. 2 is hereby added as a supplement to Exhibit "B" of the Agreement, pertaining to the compensation for the services to be performed from November 1, 2026 to October 30, 2027.

3. Continuing Effect of Agreement. Except as amended by Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 1, remain unchanged and in full

force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

6. Authority. The persons executing this Amendment No. 2 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 Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

7. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney
[pks; rjl]

CONSULTANT:
Willdan Financial Services, a California corporation

By: _____
Name:
Title: _____

By: _____
Name: _____
Title: _____

Address: 27368 Via Industria,
Suite 200
Temecula, CA 92590

Two corporate officer signatures required when Consultant 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. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

[END SIGNATURES]

EXHIBIT "A"

SUPPLEMENT TO AGREEMENT SCOPE OF SERVICES PERTAINING TO SERVICES TO BE PERFORMED FROM NOVEMBER 1, 2026 TO OCTOBER 30, 2027

Exhibit A - Scope of Services

Proposed Work Plan and Approach

Outlined below is Willdan's work plan, scope of services, specific to the following Assessment Engineering Districts: Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

Annual Administration of Landscape and Lighting Acts of 1972 Districts

Willdan will perform the following tasks to administer the Flood Control Maintenance District No. 1 (9,802 parcels); Maintenance District No. 84-1 (14,666 parcels) and Landscape Maintenance District No. 1 (12,455 parcels) tax rolls to levy assessments. These tasks will be performed in compliance with the Lighting and Landscaping Act of 1972 and California Constitution Article XIIID (Proposition 218).

1. Schedule an annual Kick-off meeting with City staff to review the existing district information; and identify and discuss possible changes to the district for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the district. Based on the issues discussed, appropriate meeting dates for City Council action will be finalized.
2. Maintain and periodically update the existing database. Compare with the previous fiscal year tax rolls to determine any discrepancies and report to City.
3. Attend up to two (2) City meetings, public hearings, and/or staff meetings. Willdan will also be available to answer any questions requested by staff.
4. Prepare the annual Engineer's Report for each district. This report will include the following required items:
   - A general description of the district, which may include key historical facts, zone designations and discussion of district benefits;
   - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
   - An estimate of the costs of the improvements (budget);
   - A description of the Method of Apportionment (assessment calculation);
   - A diagram of the district;
   - An assessment of the estimated cost to each parcel; and
   - An affidavit stating that a professional engineer has prepared the report.
5. Provide the Engineer's Report in PDF format. Upon request, provide the City with two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the City Clerk, and one [1] for City staff), and one (1) unbound copy of the Engineer's Report for staff to reproduce, as needed.
6. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll as provided by the City.
7. Prepare resolutions and staff reports ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
8. After confirmation of the assessment rates by City Council, submit assessment rolls for each district in the required format to the County of Riverside Auditor/ Controller's office.
9. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondence relating to the submittal, correction, or removal of assessments to the County tax roll.
10. Furnish one (1) bound copy and digital file in Excel format of the Final Assessment Roll for each district to the City.

11. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the district(s) and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.

12. Upon City's approval prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities – Annual Administration

Willdan will rely on obtaining the following information from the City in order to properly administer the City's 1972 Act Districts.

- Publishing the public hearing notices in the local newspaper and posting notice of the public hearing, as required by law.
- Updated boundary diagram (if an updated diagram is required).
- Electronic listing of new/changed exemption information applicable to the sewer charges.
- An annual listing (preferably electronic) of water usage to be used for calculating sewer charges, if needed.
- City attorney review of all resolutions for form and content.
- Copies of staff reports; scheduling of agenda items; resolutions; and other legal notices connected with the annual levy, as may be required for Willdan to complete the scope of work outlined.
- Copies of the City ordinance establishing the charges or changes to the ordinance.
- Annual budget information, including estimated fund balances.
- An electronic listing of all parcels within each district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- The City will assist Willdan in obtaining pertinent development information, if needed.

Annexation Services

As directed by the City Engineer, Willdan will provide services for the annexation of new developments into the City's Maintenance Districts, Maintenance District No. 84-1, Flood Control Maintenance District No. 1, and/or Landscape Maintenance District No. 1.

The City of Perris acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

Project Disclaimer

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission ("SEC"), as such the City of Perris represents, acknowledges, and agrees that Willdan is not acting as a "municipal advisor" (as defined by the SEC), to the City, in any capacity as it relates to the Annual Administration project.

(i) The City uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and the City shall not otherwise request or require Willdan to provide any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City , in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services..

EXHIBIT "B"

SUPPLEMENT TO AGREEMENT SCHEDULE OF COMPENSATION PERTAINING TO COMPENSATION FOR SERVICES FROM NOVEMBER 1, 2026 TO OCTOBER 30, 2027

Exhibit B – Schedule of Compensation

Willdan Financial Services ("Willdan") proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a ***fixed fee of $58,500*** for Fiscal Year 2026-27.

The fees below are based on the time estimated that will be spent on average each year.

Annual Administration – Landscape and Lighting Act of 1972

Annual Administration	
District	FY 2026-27
Flood Control Maintenance District No. 1	$19,500.00
Maintenance District No. 84-1	$19,500.00
Landscape Maintenance District No. 1	$19,500.00
Sub-Total	**$58,500.00**

Annexation Services

For annexation services, in addition to $58,500 per year, the City shall pay to Contractor for all performances rendered with respect to the annexation of new developments to Flood Control Maintenance District No. 1, Maintenance District No. 84-1,and Landscape Maintenance District No. 1 as described in the Scope of Services, a Lump Sum amount not to exceed $3,500 per annexation.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, not to exceed $500 annually. Examples of reimbursable expenses include but are not limited to the following items.

- Postage
- Travel expenses
- Mileage (current prevailing federal mileage rate)
- Maps
- Electronic data furnished from the county and/or other applicable resources
- Construction cost periodicals
- Copying (currently 6¢ per copy)

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be invoiced at our then-current hourly rates (see "Additional Services" below).

In the event that a third party requests any documents, WFS may charge such third party for providing said documents in accordance with WFS' applicable rate schedule, plus a fifteen percent (15%) mark-up.

Additional Services

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate	Title	Hourly Rate
Group Director	$250	Principal Engineer	$249
Assistant Director	$240	Principal Consultant	$210
Senior Project Manager	$185	Senior Project Analyst	$130
Project Manager	$165	Program Manager	$165
Senior Analyst	$120	Analyst	$100
Analyst Assistant	$75	Property Owner Service Representative	$55

ATTACHMENT 2

AMENDMENT NO. 1

AMENDMENT NO. 1
TO THE CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF PERRIS AND WILLDAN FINANCIAL SERVICES

This AMENDMENT NO. 1 to the CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES **("Amendment No. 1")** is hereby made and entered into effective retroactive to October 30, 2021 **("Effective Date")**, by and between **CITY OF PERRIS**, a California municipal corporation **("City")**, and **WILLDAN FINANCIAL SERVICES**, a California corporation **("Consultant")**. City and Consultant may be referred to individually as **"Party"** or collectively as **"Parties."**

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for Professional Services dated November 1, 2019 ("Agreement"), for Consultant to provide specified services to the City related to the administration of the Landscape and Lighting Acts of 1972 Assessment Engineering Districts including Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

B. The Agreement provided for a not-to-exceed Contract Sum of $111,000.00 for the initial two-year term, with annual compensation of $55,500.00 for Fiscal Year 2020/2021 and Fiscal Year 2021/2022.

C. The Agreement, in Exhibit "B" (Schedule of Compensation), allowed for three one-year options to renew following the initial two-year term, at the same fee, with no CPI inflator. City and Consultant continued performance under the Agreement following the initial two-year term as though the three one-year options to extend were exercised, although no formal written amendment to the Agreement exercising those options was entered into. Consultant has continued to perform the services set forth in the Agreement Scope of Services (Exhibit "A"), and City has continued to compensate Consultant in the annual amount of $55,500.00, for Fiscal Years 2022/2023, 2023/2024, and 2024/2025.

D. City and Consultant now desire to amend the Agreement, effective retroactive to October 30, 2021, to (i) add certain services to the Agreement Scope of Services commencing October 30, 2025, (ii) extend the term of the Agreement until October 30, 2026, to formalize the previously informally-exercised extensions and allow Consultant to continue to perform the services (as augmented by this Amendment) from October 30, 2025 to October 30, 2026 (unless the Agreement is earlier terminated in accordance with Section 5.2 thereof), and (iii) increase the annual compensation of the Agreement to $58,500.00 for Fiscal Year 2025/2026 services (i.e., the services to be performed from October 30, 2025 to October 30, 2026), as more particularly detailed below.

TERMS

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

2. Contract Amendments. The Agreement is amended as provided herein (added

text is indicated in ***bold italics***, deleted text in ~~strikethrough font~~):

2.1 Section 2.1 (Contract Sum) is amended to read in its entirety as follows:

"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 "B"* and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Three Hundred Thirty-Six Thousand Dollars ($336,000.00)*** ("Contract Sum"), comprising $55,500.00 ***annually*** for Fiscal Year 2020/2021, Fiscal Year 2021/2022, ***Fiscal Year 2022/2023, Fiscal Year 2023/2024, and Fiscal Year 2024/2025, and $58,500 for Fiscal Year 2025/2026***. The Consultant will be reimbursed for reasonable out-of-pocket expenses outlined under Exhibit "B". The Consultant shall bill for any additional services requested in writing by the City in accordance with the hourly rates provided in Exhibit "B.""

2.2 Section 5.1 (Term) is amended to read in its entirety as follows:

"5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until ***October 30, 2026***."

2.3 Exhibit "A" of this Amendment No. 1 (attached hereto and incorporated herein by this reference) is hereby added as a supplement to Exhibit "A" of the Agreement, pertaining to the scope of services to be performed from October 30, 2025, to October 30, 2026.

2.4 Exhibit "B" (Schedule of Compensation) of the Agreement is hereby amended as follows:

a. The first paragraph is amended to read in its entirety as follows:

"Willdan Financial Services ("Willdan") proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a fixed fee of ***$55,500 annually*** for ***the first five (5) years of the Agreement term***, with no CPI inflator.

b. The table under the heading "Annual Administration – Landscape and Lighting Act of 1972" is amended to include Fiscal Years 2022-23, 2023-24, and 2024-25 in the table, with the same itemized fees of $18,500 per Maintenance District and the same subtotal of $55,500, as shown in the table for Fiscal Years 2020-21 and 2021-22, applying to each of Fiscal Years 2022-23, 2023-24, and 2024-25.

2.5 Exhibit "B" of this Amendment No. 1 is hereby added as a supplement to Exhibit "B" of the Agreement, pertaining to the compensation for the services to be performed from October 30, 2025, to October 30, 2026.

3. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement,

it shall mean the Agreement, as amended by this Amendment No. 1.

4. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

7. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) and year(s) set forth below, with the express intent that this Amendment No. 1 shall be effective retroactive to October 30, 2021.

CITY:
CITY OF PERRIS, a California municipal corporation

Clara Miramontes
City Manager

Date: 10/2/25

ATTEST:

Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny Soltani, City Attorney
[brj]

CONSULTANT:
Willdan Financial Services, a California corporation

By:
Name: Gladys Ceballos
Title: Vice President/Director

By:
Name: Rebekah Smith
Title: Assistant Secretary

Address: 27368 Via Industria,
Suite 200
Temecula, CA 92590

Date: 08-05-2025

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.)

01006.0001 2020710.3

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date(s) and year(s) set forth below, with the express intent that this Amendment No. 1 shall be effective retroactive to October 30, 2021.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

Date: _____

ATTEST:

_____
Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney
[brj]

CONSULTANT:
Willdan Financial Services, a California corporation

By: _____
Name: Gladys Ceballos
Title: Vice President/Director

By: _____
Name: Rebekah Smith
Title: Assistant Secretary

Address: 27368 Via Industria,
Suite 200
Temecula, CA 92590

Date: 10-06-2025

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.)

APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

[END SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ See Attached

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Riverside)

On 10.13.2025 before me, Nancy Castellanos, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Gladys Ceballos and Rebekah Smith
Name(s) of Signer(s)

,

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

NRO1 NANCY CASTELLANOS
COMM. #2385769
Notary Public - California
Riverside County
My Comm. Expires Dec. 8, 2025 NRO1

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

WITNESS my hand and official seal.

Signature Nancy Castellanos
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "A"

SUPPLEMENT TO AGREEMENT SCOPE OF SERVICES PERTAINING TO SERVICES TO BE PERFORMED FROM OCTOBER 30, 2025 TO OCTOBER 30, 2026

Proposed Work Plan and Approach

Outlined below is Willdan's work plan, scope of services, specific to the following Assessment Engineering Districts: Flood Control Maintenance District No. 1; Maintenance District No. 84-1; and Landscape Maintenance District No. 1.

Annual Administration of Landscape and Lighting Acts of 1972 Districts

Willdan will perform the following tasks to administer the Flood Control Maintenance District No. 1 (9,802 parcels); Maintenance District No. 84-1 (14,666 parcels) and Landscape Maintenance District No. 1 (12,455 parcels) tax rolls to levy assessments. These tasks will be performed in compliance with the Lighting and Landscaping Act of 1972 and California Constitution Article XIIID (Proposition 218).

1. Schedule an annual Kick-off meeting with City staff to review the existing district information; and identify and discuss possible changes to the district for the upcoming fiscal year, including budget issues, annexations, modification, or expansion of district improvements, as well as legislative changes that may impact the district. Based on the issues discussed, appropriate meeting dates for City Council action will be finalized.
2. Maintain and periodically update the existing database. Compare with the previous fiscal year tax rolls to determine any discrepancies and report to City.
3. Attend up to two (2) City meetings, public hearings, and/or staff meetings. Willdan will also be available to answer any questions requested by staff.
4. Prepare the annual Engineer's Report for each district. This report will include the following required items:
   - A general description of the district, which may include key historical facts, zone designations and discussion of district benefits;
   - A description of the plans and improvement specifications (this may apply to documents to obtain details on file at the City);
   - An estimate of the costs of the improvements (budget);
   - A description of the Method of Apportionment (assessment calculation);
   - A diagram of the district;
   - An assessment of the estimated cost to each parcel; and
   - An affidavit stating that a professional engineer has prepared the report.
5. Provide the Engineer's Report in PDF format. Upon request, provide the City with two (2) bound copies of the full Engineer's Report, including the collection roll (one [1] for the City Clerk, and one [1] for City staff), and one (1) unbound copy of the Engineer's Report for staff to reproduce, as needed.
6. Provide assessment amounts for each parcel by Assessor's Parcel Number to the County Auditor/Controller's Office in the media, format and configuration required by the County for placement on the annual property tax roll as provided by the City.
7. Prepare resolutions and staff reports ordering the levy, collection of assessments, and any other necessary information to the County Auditor/Controller's Office.
8. After confirmation of the assessment rates by City Council, submit assessment rolls for each district in the required format to the County of Riverside Auditor/ Controller's office.
9. Research the exceptions upon receipt of a parcel exceptions list from the County; and update parcel number changes, as well as report the revised parcels and updated levy amounts to the County. As necessary, Willdan will prepare for City staff additional County-required correspondence relating to the submittal, correction, or removal of assessments to the County tax roll.
10. Furnish one (1) bound copy and digital file in Excel format of the Final Assessment Roll for each district to the City.

11. Act as primary contact (at the discretion of the City) to answer property owner questions regarding the district(s) and assessments. Willdan typically provides the County our toll-free telephone number for inclusion on the tax bills for property owners to call with questions.

12. Upon City's approval prepare and mail invoices (handbills) to all property owners whose proposed annual assessment for their parcel could not be applied to the County tax roll (parcels for which the County does not generate a tax bill). These invoices would be provided in two (2) installments, similar to the County tax bills, and would be payable directly to the City.

Client Responsibilities – Annual Administration

Willdan will rely on obtaining the following information from the City in order to properly administer the City's 1972 Act Districts.

- Publishing the public hearing notices in the local newspaper and posting notice of the public hearing, as required by law.
- Updated boundary diagram (if an updated diagram is required).
- Electronic listing of new/changed exemption information applicable to the sewer charges.
- An annual listing (preferably electronic) of water usage to be used for calculating sewer charges, if needed.
- City attorney review of all resolutions for form and content.
- Copies of staff reports; scheduling of agenda items; resolutions; and other legal notices connected with the annual levy, as may be required for Willdan to complete the scope of work outlined.
- Copies of the City ordinance establishing the charges or changes to the ordinance.
- Annual budget information, including estimated fund balances.
- An electronic listing of all parcels within each district for the most recent fiscal year, with the corresponding parcel information necessary to calculate the assessments.
- Certified copies of the resolution(s) or other documentation required by the County for submittal of the annual levy.
- The City will assist Willdan in obtaining pertinent development information, if needed.

Annexation Services

As directed by the City Engineer, Willdan will provide services for the annexation of new developments into the City's Maintenance Districts, Maintenance District No. 84-1, Flood Control Maintenance District No. 1, and/or Landscape Maintenance District No. 1.

The City of Perris acknowledges that Willdan shall be relying upon the accuracy and validity of the information provided by the City or their designees and that Willdan shall not be liable for any inaccuracies contained therein.

Project Disclaimer

The City of Perris further represents, acknowledges, and agrees that:

(i) The City uses, or may use, the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission ("SEC") to advise it in connection with municipal financial products and the issuance of municipal securities;

(ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);

(iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations adopted thereunder;

(iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and

(v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

EXHIBIT "B"

(ATTACHED)

SUPPLEMENT TO AGREEMENT SCHEDULE OF COMPENSATION PERTAINING TO COMPENSATION FOR SERVICES FROM OCTOBER 31, 2025 TO OCTOBER 30, 2026

Willdan Financial Services ("Willdan") proposes to provide Assessment Engineering Services to the City of Perris as identified within the Work Plan, for a ***fixed fee of $58,500 per year*** beginning with Fiscal Year 2025-26, with no CPI inflator on annual renewals.

The fees below are based on the time estimated that will be spent on average each year.

Annual Administration – Landscape and Lighting Act of 1972

District	Annual Fee FY 2025-26
Flood Control Maintenance District No. 1	$19,500.00
Maintenance District No. 84-1	$19,500.00
Landscape Maintenance District No. 1	$19,500.00
Sub-Total	$58,500.00

Annexation Services

For annexation services , in addition to $58,500 per year, the City shall pay to Contractor for all performances rendered with respect to the annexation of new developments to Flood Control Maintenance District No. 1, Maintenance District No. 84-1,and Landscape Maintenance District No. 1 as described in the Scope of Services, a Lump Sum amount not to exceed $3,500 per annexation.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses, not to exceed $500 annually. Examples of reimbursable expenses include but are not limited to the following items.

- Postage
- Travel expenses
- Mileage (current prevailing federal mileage rate)
- Maps
- Electronic data furnished from the county and/or other applicable resources
- Construction cost periodicals
- Copying (currently 6¢ per copy)

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be invoiced at our then-current hourly rates (see "Additional Services" below).

In the event that a third-party requests documentation, Willdan may, in accordance with our applicable rate schedule, charge such third party for providing said documents.

Additional Services

Additional authorized services will be billed at Willdan's then-current hourly consulting rates. Our current hourly rates are presented below.

Title	Hourly Rate	Title	Hourly Rate
Group Manager	$250	Senior Project Analyst	$130
Principal Engineer	$238	Senior Analyst	$120
Assistant Director / Principal Consultant	$210	Analyst	$100
Senior Project Manager	$165	Analyst Assistant	$75
Project Manager/Program Director	$145	Property Owner Service Representative	$55

CITY OF PERRIS

10.D

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to approve the City's monthly Check Register for September 2026.

REQUESTED ACTION: Approve the City's Monthly Check Register for September 2026

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:
The check register for the month of September 2026 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1. Check Register.pdf

ATTACHMENT 1

CHECK REGISTER – SEPTEMBER 30, 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
174336	09/02/2026	EFT	000566	AMAZON CAPITAL SERVICES	2,248.65			
174337	09/02/2026	EFT	001088	AMERICAN FORENSIC NURSES	1,650.00			
174338	09/02/2026	EFT	000458	ATWORK FRANCHISE, INC.	20,190.38			
174339	09/02/2026	EFT	002170	CAL PACIFIC, INC.	10,100.00			
174340	09/02/2026	EFT	000768	SABRINA CHAVEZ	10.00			
174341	09/02/2026	EFT	002666	DATA CENTER WAREHOUSE, LL	7,283.46			
174342	09/02/2026	EFT	000590	EARTHCHEM INDUSTRIAL SUPP	909.38			
174343	09/02/2026	EFT	002815	EXPERIAN EMPLOYEE BENEFIT	228.00			
174344	09/02/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	704.34			
174345	09/02/2026	EFT	000916	J THAYER COMPANY, INC.	348.38			
174346	09/02/2026	EFT	000452	LYONS SECURITY SERVICE IN	38,546.36			
174347	09/02/2026	EFT	010046	MANPOWER TEMP SERVICES,	7,314.44			
174348	09/02/2026	EFT	003548	TYLER MARCUS	24.85			
174349	09/02/2026	EFT	014789	DANIKA NELSON	740.95			
174350	09/02/2026	EFT	001160	JIM FORBES VOICE, INC.	1,438.96			
174351	09/02/2026	EFT	011597	PINEDA GENERAL CONSTRUCTI	8,195.00			
174352	09/02/2026	EFT	007047	RK ENGINEERING GROUP INC	1,000.00			
174353	09/02/2026	EFT	000824	LAURA SOSA	4,650.00			
174354	09/02/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	450.00			
174355	09/02/2026	EFT	001453	TalentZok	4,031.88			
174356	09/02/2026	EFT	002857	TEAMSTERS LOCAL UNION NO.	7,740.00			
174357	09/02/2026	EFT	008881	ALESHIRE & WYNDER, LLP	1,679.40			
174358	09/02/2026	EFT	010215	AVANT GARDE, INC	12,742.50			
174359	09/03/2026	PRINTED	011647	4IMPRINT, INC.	1,224.57			
174360	09/03/2026	PRINTED	014992	AIR & HOSE SOURCE, INC.	523.38			
174361	09/03/2026	PRINTED	000805	ALL AMERICAN ASPHALT	147.63			
174362	09/03/2026	PRINTED	003567	AMERICAN CHARTERLINES LLC	1,536.50			
174363	09/03/2026	PRINTED	002680	ANAHEIM LAWNMOWER SHOP &	2,657.40			
174364	09/03/2026	PRINTED	001019	ANDERSON ELECTRIC	4,841.00			
174365	09/03/2026	PRINTED	003142	ANIMAL CARE EQUIPMENT & S	42.00			
174366	09/03/2026	PRINTED	003568	APEX COMPANIES, LLC	8,468.27			
174367	09/03/2026	PRINTED	000082	ARVIE DAGATAN	729.25			
174368	09/03/2026	PRINTED	002546	BATTERY WORX INC.	155.56			
174369	09/03/2026	PRINTED	002970	BCIE	500.00			
174370	09/03/2026	PRINTED	000957	BILL & DAVE'S LDSC MAINTE	130,424.49			
174371	09/03/2026	PRINTED	014278	BMW MOTORCYCLES OF RIVERS	562.81			
174372	09/03/2026	PRINTED	002813	BUILDING BUREAU SOLUTIONS	19,084.74			
174373	09/03/2026	PRINTED	000597	CALSENSE	2,350.00			
174374	09/03/2026	PRINTED	000158	CAMPOS MATERIALS	269.38			
174375	09/03/2026	PRINTED	000433	ABRAHAM CAMPOS	86.99			
174376	09/03/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	9.86			
174377	09/03/2026	PRINTED	003539	SARAH CASTILLO	150.00			
174378	09/03/2026	PRINTED	000036	CINTAS	1,335.19			
174379	09/03/2026	PRINTED	002277	CITIBOT, INC.	12,655.00			
174380	09/03/2026	PRINTED	000848	CONCENTRA MEDICAL CENTERS	330.00			
174381	09/03/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	4,312.98			
174382	09/03/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	17,675.71			
174383	09/03/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	3,157.59			
174384	09/03/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	7,153.91			
174385	09/03/2026	PRINTED	002418	CR&R ENVIRONMENTAL SERVIC	5,846.75			
174386	09/03/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	138.97			
174387	09/03/2026	PRINTED	002739	DAVID GUADALUPE MORONES	853.10			

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
174388	09/03/2026	PRINTED	000741	DELL MARKETING LP	1,630.37			
174389	09/03/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	10,405.16			
174390	09/03/2026	PRINTED	003477	FEDERICO ESCOBEDO	3,295.00			
174391	09/03/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	949.71			
174392	09/03/2026	PRINTED	001653	FORTE PAYMENTS	467.95			
174393	09/03/2026	PRINTED	001774	GALLAGHER BENEFIT SERVICE	7,950.00			
174394	09/03/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	12,623.67			
174395	09/03/2026	PRINTED	002867	GRUPO DE AA ESPIRITUAL	500.00			
174396	09/03/2026	PRINTED	000691	HEMET UNIFIED SCHOOL DIST	1,081.25			
174397	09/03/2026	PRINTED	003522	VIENNA HERNANDEZ	150.00			
174398	09/03/2026	PRINTED	003653	KEVIN HITTI	302.90			
174399	09/03/2026	PRINTED	001047	INLAND ROAD SERVICE & TIR	2,325.32			
174400	09/03/2026	PRINTED	000244	INTERNATIONAL CODE COUNCI	520.00			
174401	09/03/2026	PRINTED	002110	IE INC.	121.35			
174402	09/03/2026	PRINTED	014260	IRON MOUNTAIN	2,890.86			
174403	09/03/2026	PRINTED	000628	iWorQ Systems, Inc.	14,250.00			
174404	09/03/2026	PRINTED	002743	KINGS RIVER TECH CONSULTI	1,148.40			
174405	09/03/2026	PRINTED	002876	ALEXANDER KLEMM	836.99			
174406	09/03/2026	PRINTED	002974	KODEX, INC.	25.00			
174407	09/03/2026	PRINTED	002385	KOOP-ALEXANDER JANITORIAL	12,875.00			
174408	09/03/2026	PRINTED	010122	LESJWA	99,320.00			
174409	09/03/2026	PRINTED	003623	LOZEAU CONSULTING, TRAINI	618.75			
174410	09/03/2026	PRINTED	002879	GUSTAVO LUA	363.01			
174411	09/03/2026	PRINTED	001938	MESA ENERGY SYSTEMS, INC.	2,206.00			
174412	09/03/2026	PRINTED	002689	SHAYNE MITCHELL	11,830.00			
174413	09/03/2026	PRINTED	000779	NAPA AUTO PARTS	41.50			
174414	09/03/2026	PRINTED	011503	NATIONAL DRIVE	8.00			
174415	09/03/2026	PRINTED	000379	O'REILLY FIRST CALL	419.09			
174416	09/03/2026	PRINTED	013928	PERRIS VALLEY HISTORICAL	125.00			
174417	09/03/2026	PRINTED	010602	KENNETH PHUNG	449.49			
174418	09/03/2026	PRINTED	001789	COUNTY OF RIVERSIDE	563.42			
174419	09/03/2026	PRINTED	000349	QUINN COMPANY	1,310.86			
174420	09/03/2026	PRINTED	002576	ANGEL RAMIREZ	850.00			
174421	09/03/2026	PRINTED	003617	RAPID PRINT SOLUTIONS	165.12			
174422	09/03/2026	PRINTED	014351	RIGHT OF WAY, INC.	2,879.73			
174423	09/03/2026	PRINTED	001618	RIGHTWAY	270.60			
174424	09/03/2026	PRINTED	009611	REBECCA RIVERA	847.00			
174425	09/03/2026	PRINTED	003660	ROBERTSON RECREATIONAL SU	16,656.00			
174426	09/03/2026	PRINTED	003650	MARIA ROGERS	200.00			
174427	09/03/2026	PRINTED	003459	RONALD MCDONALD HOUSE CHA	1,600.00			
174428	09/03/2026	PRINTED	013584	ROSA'S BRIDE & TUX BOUTIQ	1,047.33			
174429	09/03/2026	PRINTED	005350	ROTARY CLUB OF PERRIS	500.00			
174430	09/03/2026	PRINTED	007625	SAM'S CLUB DIRECT	4,040.78			
174431	09/03/2026	PRINTED	001118	SC FUELS	16,759.52			
174432	09/03/2026	PRINTED	001118	SC FUELS	2,253.98			
174433	09/03/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	55,958.19			
174434	09/03/2026	PRINTED	002419	SIGNAL HILL AUTO ENTERPRI	1,690.92			
174435	09/03/2026	PRINTED	003592	GERALD O. SIMPSON	150.00			
174436	09/03/2026	PRINTED	000529	SITEONE LANDSCAPE SUPPLY,	50,157.84			
174437	09/03/2026	PRINTED	012101	SOUTH COAST AQMD	1,167.46			
174438	09/03/2026	PRINTED	007519	SPECTRUM BUSINESS	10,353.27			
174439	09/03/2026	PRINTED	002655	ARIZONA MACHINERY LLC	6,663.01			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174440	09/03/2026	PRINTED	000530	T-MOBILE USA INC	115.00			
174441	09/03/2026	PRINTED	003618	TD PROBUILD LLC	4,647.15			
174442	09/03/2026	PRINTED	001435	TLC ANIMAL REMOVAL SERVIC	1,000.00			
174443	09/03/2026	PRINTED	002645	WESTPARK AUTOMOTIVE CO, I	193.88			
174444	09/03/2026	PRINTED	001834	TRIPEPI, SMITH AND ASSOCI	9,975.00			
174445	09/03/2026	PRINTED	010825	ULINE	1,867.54			
174446	09/03/2026	PRINTED	001909	UNIFIRST FIRST AID CORP	4,400.80			
174447	09/03/2026	PRINTED	014555	VAL VERDE UNIFIED SCHOOL	105.00			
174448	09/03/2026	PRINTED	003525	ELIZABETH N VELASQUEZ	150.00			
174449	09/03/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	783.27			
174450	09/03/2026	PRINTED	003656	WARRIOR COIN COMPANY LLC	1,266.88			
174451	09/03/2026	PRINTED	001344	WESTERN EXTERMINATOR COMP	898.66			
174452	09/03/2026	PRINTED	011124	WINZER CORPORATION	1,029.87			
174453	09/03/2026	PRINTED	002514	YORN2TAINMENT	3,000.00			
174454	09/03/2026	PRINTED	001731	ACCELA, INC	22,767.12			
174455	09/03/2026	PRINTED	001019	ANDERSON ELECTRIC	4,855.00			
174456	09/10/2026	EFT	001698	LOVE 4 LIFE ASSOCIATION	32,177.17			
174457	09/10/2026	EFT	001602	WILLDAN FINANCIAL SERVICE	12,600.00			
174458	09/10/2026	EFT	008881	ALESHIRE & WYNDER, LLP	3,411.50			
174459	09/10/2026	EFT	000566	AMAZON CAPITAL SERVICES	4,814.96			
174460	09/10/2026	EFT	000458	ATWORK FRANCHISE, INC.	6,899.03			
174461	09/10/2026	EFT	010215	AVANT GARDE, INC	11,420.00			
174462	09/10/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	30,272.56			
174463	09/10/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	33,254.16			
174464	09/10/2026	EFT	000053	MARY CATHY OWENS	406.00			
174465	09/10/2026	EFT	002887	CHELOLETTY ENGINEERING, I	208,688.62			
174466	09/10/2026	EFT	002815	EXPERIAN EMPLOYEE BENEFIT	228.00			
174467	09/10/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	2,289.56			
174468	09/10/2026	EFT	000887	LALALAND PRINTING, INC.	1,232.36			
174469	09/10/2026	EFT	010046	MANPOWER TEMP SERVICES,	8,548.92			
174470	09/10/2026	EFT	002626	ANDREA LOPEZ MARQUEZ	400.00			
174471	09/10/2026	EFT	010328	PACIFIC CODE COMPLIANCE	17,987.15			
174472	09/10/2026	EFT	001160	JIM FORBES VOICE, INC.	576.16			
174473	09/10/2026	EFT	001543	RENE'S COMMERCIAL MANAGEM	2,225.00			
174474	09/10/2026	EFT	002758	RIVERSIDE CONSTRUCTION CO	842,371.97			
174475	09/10/2026	EFT	002326	KRISTIN SCHENK	1,504.00			
174476	09/10/2026	EFT	002806	CLAUDETTE DUGBARTEY-SMITH	2,400.00			
174477	09/10/2026	EFT	001689	SoCAL STEM LLC	1,300.00			
174478	09/10/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	315.00			
174479	09/10/2026	EFT	001453	TalentZok	2,780.47			
174480	09/10/2026	EFT	002699	TRI-CITIES ANSWERING SERV	615.48			
174481	09/10/2026	EFT	002337	UNDER THE SUN LINE DANCE	455.00			
174482	09/10/2026	EFT	000490	USK TAE KWON DO	630.00			
174483	09/10/2026	PRINTED	011581	CADENCE ENVIRONMENTAL CON	41,549.63			
174484	09/10/2026	PRINTED	011388	FAIR HOUSING COUNCIL OF R	4,555.80			
174485	09/10/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	339.99			
174486	09/10/2026	PRINTED	000854	ADVANCED MOBILITY GROUP	8,048.05			
174487	09/10/2026	PRINTED	000566	AMAZON WEB SERVICES, INC.	1,062.96			
174488	09/10/2026	PRINTED	011360	SYLVIA ARVIZU	808.85			
174489	09/10/2026	PRINTED	010908	AUTO ZONE COMMERCIAL	40.95			
174490	09/10/2026	PRINTED	002546	BATTERY WORX INC.	262.55			
174491	09/10/2026	PRINTED	000957	BILL & DAVE'S LDSC MAINTE	179.76			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174492	09/10/2026	PRINTED	003663	BISNOW LLC	2,500.00			
174493	09/10/2026	PRINTED	013904	DEREK BROWN	1,074.50			
174494	09/10/2026	PRINTED	002803	BUCKNAM INFRASTRUCTURE GR	4,535.00			
174495	09/10/2026	PRINTED	003605	CHRISTY ZAVALA	235.83			
174496	09/10/2026	PRINTED	003470	CONVERGEONE, INC.	9,042.74			
174497	09/10/2026	PRINTED	000241	MALCOLM CORONA	215.00			
174498	09/10/2026	PRINTED	011497	CRIME SCENE STERI-CLEAN,	1,785.00			
174499	09/10/2026	PRINTED	000741	DELL MARKETING LP	8,507.39			
174500	09/10/2026	PRINTED	002298	DENNIS GRUBB & ASSOCIATES	250.00			
174501	09/10/2026	PRINTED	000516	COUNTY OF RIVERSIDE	1,918.00			
174502	09/10/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	8,845.89			
174503	09/10/2026	PRINTED	002565	EMPIRE MOWERS, INC.	641.93			
174504	09/10/2026	PRINTED	001734	EPIC LAND SOLUTIONS, INC.	8,123.65			
174505	09/10/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	5,641.48			
174506	09/10/2026	PRINTED	002283	EXP U.S. SERVICES INC.	14,205.85			
174507	09/10/2026	PRINTED	002024	FEDERAL EXPRESS CORP	10.34			
174508	09/10/2026	PRINTED	002656	OLEGARIO GARCIA	350.00			
174509	09/10/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	27,203.31			
174510	09/10/2026	PRINTED	002508	GONZALEZ PARTY & EVENT RE	2,950.00			
174511	09/10/2026	PRINTED	002804	GOODS N' STUFF LLC	8,043.41			
174512	09/10/2026	PRINTED	001903	GRAINGER	6.31			
174513	09/10/2026	PRINTED	002598	HAULAWAY STORAGE CONTAINE	167.48			
174514	09/10/2026	PRINTED	000691	HEMET UNIFIED SCHOOL DIST	3,663.22			
174515	09/10/2026	PRINTED	000007	IMPERIAL SPRINKLER SUPPLY	5,131.85			
174516	09/10/2026	PRINTED	007140	KIMBALL MIDWEST	1,298.56			
174517	09/10/2026	PRINTED	002113	LIGHTBOX PARENT, LP	3,200.00			
174518	09/10/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	5,487.61			
174519	09/10/2026	PRINTED	010369	ADRIENNE MORALES	489.30			
174520	09/10/2026	PRINTED	010231	MR. G'S PLUMBING	925.00			
174521	09/10/2026	PRINTED	000779	NAPA AUTO PARTS	27.13			
174522	09/10/2026	PRINTED	002958	NIKITA HARRIS	1,232.00			
174523	09/10/2026	PRINTED	001515	NPG CORPORATION	18,277.50			
174524	09/10/2026	PRINTED	000379	O'REILLY FIRST CALL	82.50			
174525	09/10/2026	PRINTED	001020	OTIS ELEVATOR COMPANY	6,762.57			
174526	09/10/2026	PRINTED	010602	KENNETH PHUNG	113.30			
174527	09/10/2026	PRINTED	000448	PUMPMAN LLC	650.00			
174528	09/10/2026	PRINTED	013369	QUALITY CHEVROLET	64,378.97			
174529	09/10/2026	PRINTED	000517	WESTERN RIVERSIDE COUNTY	60,216.00			
174530	09/10/2026	PRINTED	014351	RIGHT OF WAY, INC.	927.48			
174531	09/10/2026	PRINTED	003109	RIVERSIDE COUNTY SHERIFF'	1,532,605.28			
174532	09/10/2026	PRINTED	001118	SC FUELS	12,602.21			
174533	09/10/2026	PRINTED	001118	SC FUELS	977.56			
174534	09/10/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	40,135.19			
174535	09/10/2026	PRINTED	000529	SITEONE LANDSCAPE SUPPLY,	2,511.17			
174536	09/10/2026	PRINTED	001691	SOCALGAS	21.04			
174537	09/10/2026	PRINTED	011484	SYNTECH	3,024.00			
174538	09/10/2026	PRINTED	002356	TERRA PACIFIC, LLC	13,365.00			
174539	09/10/2026	PRINTED	011659	TJW ENGINEERING, INC	4,000.00			
174540	09/10/2026	PRINTED	000995	UNIFIRST CORPORATION	202.62			
174541	09/10/2026	PRINTED	001909	UNIFIRST FIRST AID CORP	281.39			
174542	09/10/2026	PRINTED	002658	US ISLAMIC FOUNDATION	350.00			
174543	09/10/2026	PRINTED	014555	VAL VERDE UNIFIED SCHOOL	1,625.00			

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174544	09/10/2026	PRINTED	003466	CHRIS VARGAS	350.00			
174545	09/10/2026	PRINTED	000240	MICHAEL VARGAS	215.00			
174546	09/10/2026	PRINTED	000831	VOYAGER FLEET	3,695.98			
174547	09/10/2026	PRINTED	003444	WAXIE'S ENTERPRISES, LLC	561.67			
174548	09/16/2026	EFT	008881	ALESHIRE & WYNDER, LLP	127,411.67			
174549	09/16/2026	EFT	000566	AMAZON CAPITAL SERVICES	1,269.37			
174550	09/16/2026	EFT	001088	AMERICAN FORENSIC NURSES	1,467.00			
174551	09/16/2026	EFT	000458	ATWORK FRANCHISE, INC.	4,438.80			
174552	09/16/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	52,299.00			
174553	09/16/2026	EFT	011579	CAMERON WELDING SUPPLY	88.12			
174554	09/16/2026	EFT	002666	DATA CENTER WAREHOUSE, LL	8,237.46			
174555	09/16/2026	EFT	000590	EARTHCHEM INDUSTRIAL SUPP	3,136.16			
174556	09/16/2026	EFT	002872	NOE GALLEGOS	791.33			
174557	09/16/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	2,005.99			
174558	09/16/2026	EFT	000916	J THAYER COMPANY, INC.	333.80			
174559	09/16/2026	EFT	000659	JOHNSON CONTROLS FIRE PRO	616.47			
174560	09/16/2026	EFT	000043	LA GARE CAFE	38.24			
174561	09/16/2026	EFT	010046	MANPOWER TEMP SERVICES,	7,099.81			
174562	09/16/2026	EFT	001777	MARK THOMAS & COMPANY, IN	70,715.00			
174563	09/16/2026	EFT	001681	NUTRIEN AG SOLUTION, INC.	1,743.26			
174564	09/16/2026	EFT	010328	PACIFIC CODE COMPLIANCE	15,820.00			
174565	09/16/2026	EFT	001160	JIM FORBES VOICE, INC.	233.87			
174566	09/16/2026	EFT	000064	PETHEALTH SERVICES	26.95			
174567	09/16/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	360.00			
174568	09/16/2026	EFT	001453	TalentZok	3,383.40			
174569	09/16/2026	EFT	001311	TRULY NOLEN BRANCH 064	1,866.00			
174570	09/17/2026	PRINTED	003639	BRIAN SMITH	500.00			
174571	09/17/2026	PRINTED	014992	AIR & HOSE SOURCE, INC.	778.89			
174572	09/17/2026	PRINTED	003679	ALLIANCE ENVIRONMENTAL GR	2,100.00			
174573	09/17/2026	PRINTED	001019	ANDERSON ELECTRIC	21,342.00			
174574	09/17/2026	PRINTED	002849	B & D PLUMBING	4,450.00			
174575	09/17/2026	PRINTED	002546	BATTERY WORX INC.	489.54			
174576	09/17/2026	PRINTED	013904	DEREK BROWN	375.00			
174577	09/17/2026	PRINTED	001098	CALIFORNIA ASSOCIATION OF	100.00			
174578	09/17/2026	PRINTED	000213	DEPARTMENT OF INDUSTRIAL	125.00			
174579	09/17/2026	PRINTED	000036	CINTAS	7,545.82			
174580	09/17/2026	PRINTED	000036	CINTAS	8.65			
174581	09/17/2026	PRINTED	000848	CONCENTRA MEDICAL CENTERS	440.00			
174582	09/17/2026	PRINTED	014134	CONTINENTAL INTERPRETING	700.00			
174583	09/17/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	447.83			
174584	09/17/2026	PRINTED	002302	CTWS, LLC	49.65			
174585	09/17/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	163.74			
174586	09/17/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	20,439.86			
174587	09/17/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	168.38			
174588	09/17/2026	PRINTED	002852	FAIRBANK, MASLIN, MAULLIN	26,500.00			
174589	09/17/2026	PRINTED	013750	FASTENAL COMPANY	618.08			
174590	09/17/2026	PRINTED	000639	FULLER TRUCK ACCESSORIES	1,523.25			
174591	09/17/2026	PRINTED	014307	GARCIA'S GARAGE	255.10			
174592	09/17/2026	PRINTED	002439	UNIVERSAL BACKGROUND SCRE	795.31			
174593	09/17/2026	PRINTED	003473	GRASSROOTS LAB LLC	4,755.00			
174594	09/17/2026	PRINTED	000691	HEMET UNIFIED SCHOOL DIST	1,155.75			
174595	09/17/2026	PRINTED	014230	IDS GROUP	21,984.00			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174596	09/17/2026	PRINTED	003666	INLAND INTERPRETING AGENC	300.00			
174597	09/17/2026	PRINTED	001047	INLAND ROAD SERVICE & TIR	8,351.77			
174598	09/17/2026	PRINTED	001491	INTERMEDIA.NET INC.	673.75			
174599	09/17/2026	PRINTED	002194	GREGORY THOMAS KILEY	5,500.00			
174600	09/17/2026	PRINTED	002558	KNORR SYSTEMS INTL LLC	2,828.65			
174601	09/17/2026	PRINTED	002385	KOOP-ALEXANDER JANITORIAL	13,787.50			
174602	09/17/2026	PRINTED	002879	GUSTAVO LUA	173.96			
174603	09/17/2026	PRINTED	003465	MARIPOSA TREE MANAGEMENT,	26,628.00			
174604	09/17/2026	PRINTED	003667	MCNAMARA PUMP & ELECTRIC,	5,178.66			
174605	09/17/2026	PRINTED	001938	MESA ENERGY SYSTEMS, INC.	1,784.44			
174606	09/17/2026	PRINTED	014618	MMASC	900.00			
174607	09/17/2026	PRINTED	003661	MULTI SERVICE TECHNOLOGY	222.24			
174608	09/17/2026	PRINTED	003677	NAJERA, ENRIQUE	244.30			
174609	09/17/2026	PRINTED	000779	NAPA AUTO PARTS	1,665.85			
174610	09/17/2026	PRINTED	000379	O'REILLY FIRST CALL	997.83			
174611	09/17/2026	PRINTED	001020	OTIS ELEVATOR COMPANY	290.00			
174612	09/17/2026	PRINTED	000040	PAPER RECYCLING & SHREDDI	1,250.00			
174613	09/17/2026	PRINTED	002380	PAUL DAVIS RESTORATION FO	1,248.00			
174614	09/17/2026	PRINTED	002456	PERRIS VALLEY VETERINARY	5,000.00			
174615	09/17/2026	PRINTED	001789	COUNTY OF RIVERSIDE	346.72			
174616	09/17/2026	PRINTED	000349	QUINN COMPANY	1,240.23			
174617	09/17/2026	PRINTED	014351	RIGHT OF WAY, INC.	8,241.87			
174618	09/17/2026	PRINTED	001618	RIGHTWAY	270.60			
174619	09/17/2026	PRINTED	001693	SAFETY-KLEEN SYSTEMS, INC	4,489.46			
174620	09/17/2026	PRINTED	001118	SC FUELS	14,420.53			
174621	09/17/2026	PRINTED	001118	SC FUELS	3,332.66			
174622	09/17/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	584.38			
174623	09/17/2026	PRINTED	002419	SIGNAL HILL AUTO ENTERPRI	2,425.51			
174624	09/17/2026	PRINTED	002964	SOUTHERN TIRE MART	354.72			
174625	09/17/2026	PRINTED	002655	ARIZONA MACHINERY LLC	461.19			
174626	09/17/2026	PRINTED	003563	SUNBELT RENTALS, INC.	1,359.35			
174627	09/17/2026	PRINTED	002673	TMAG HEMET F LLC	1,558.89			
174628	09/17/2026	PRINTED	001834	TRIPEPI, SMITH AND ASSOCI	9,975.00			
174629	09/17/2026	PRINTED	010825	ULINE	62.98			
174630	09/17/2026	PRINTED	000995	UNIFIRST CORPORATION	202.62			
174631	09/17/2026	PRINTED	001909	UNIFIRST FIRST AID CORP	250.28			
174632	09/17/2026	PRINTED	001865	UNITED REFRIGERATION, INC	1,642.77			
174633	09/17/2026	PRINTED	000922	UNITED RENTALS (NORTH AME	7,009.76			
174634	09/17/2026	PRINTED	000831	VOYAGER FLEET	2,357.48			
174635	09/17/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	1,761.31			
174636	09/22/2026	PRINTED	002355	LUZ TABARES	26.91			
174637	09/22/2026	PRINTED	002957	ELIZABETH VALLEJO	215.00			
174638	09/22/2026	PRINTED	000240	MICHAEL VARGAS	215.00			
174639	09/23/2026	EFT	000566	AMAZON CAPITAL SERVICES	8,711.64			
174640	09/23/2026	EFT	000458	ATWORK FRANCHISE, INC.	17,963.27			
174641	09/23/2026	EFT	000915	BAY ALARM COMPANY	7,817.14			
174642	09/23/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	180.46			
174643	09/23/2026	EFT	003447	CITY OF CANYON LAKE	500.00			
174644	09/23/2026	EFT	000386	FIRST SECURITY FINANCE, I	2,563.82			
174645	09/23/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	1,096.87			
174646	09/23/2026	EFT	010046	MANPOWER TEMP SERVICES,	11,868.95			
174647	09/23/2026	EFT	000580	JOSE MIER	100.00			

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
174648	09/23/2026	EFT	000808	NIELSEN MERKSAMER PARRINE	147.00			
174649	09/23/2026	EFT	002837	RENDE CONSULTING GROUP, I	500.00			
174650	09/23/2026	EFT	007047	RK ENGINEERING GROUP INC	390.00			
174651	09/23/2026	EFT	000237	JAIME SALAZAR	33.44			
174652	09/23/2026	EFT	003614	RACHEL SWINSON	252.00			
174653	09/23/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	135.00			
174654	09/23/2026	EFT	001453	TalentZok	5,240.06			
174655	09/23/2026	EFT	002699	TRI-CITIES ANSWERING SERV	608.50			
174656	09/24/2026	PRINTED	003590	ALL4 LLC	12,340.60			
174657	09/24/2026	PRINTED	002680	ANAHEIM LAWNMOWER SHOP &	360.29			
174658	09/24/2026	PRINTED	003568	APEX COMPANIES, LLC	5,523.77			
174659	09/24/2026	PRINTED	001720	BEEGUYTRAVIS	1,000.00			
174660	09/24/2026	PRINTED	010358	CALIFORNIA VETERINARY SPE	76.21			
174661	09/24/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	8,354.04			
174662	09/24/2026	PRINTED	000036	CINTAS	215.62			
174663	09/24/2026	PRINTED	003470	CONVERGEONE, INC.	5,372.50			
174664	09/24/2026	PRINTED	000400	CORE & MAIN LP	211.86			
174665	09/24/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	900.92			
174666	09/24/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	399.34			
174667	09/24/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	2,089.42			
174668	09/24/2026	PRINTED	003432	ROMEO CORTINAS	268.89			
174669	09/24/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	429.72			
174670	09/24/2026	PRINTED	006608	DATA TICKET, INC.	150.00			
174671	09/24/2026	PRINTED	001779	DAVID WHEELER'S PEST CONT	3,620.00			
174672	09/24/2026	PRINTED	003615	DESIREE BUMANGLAG	736.00			
174673	09/24/2026	PRINTED	002441	LILIANA DOMINGUEZ	39.80			
174674	09/24/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	107,135.35			
174675	09/24/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	302.39			
174676	09/24/2026	PRINTED	002024	FEDERAL EXPRESS CORP	20.34			
174677	09/24/2026	PRINTED	011389	GAVILAN SPRINGS NURSERY	161.63			
174678	09/24/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	12,767.62			
174679	09/24/2026	PRINTED	002508	GONZALEZ PARTY & EVENT RE	1,757.50			
174680	09/24/2026	PRINTED	001903	GRAINGER	447.03			
174681	09/24/2026	PRINTED	003669	GREAT WESTERN INSTALLATIO	8,130.00			
174682	09/24/2026	PRINTED	003522	VIENNA HERNANDEZ	150.00			
174683	09/24/2026	PRINTED	002205	HINDERLITER DeLLAMAS & AS	7,233.78			
174684	09/24/2026	PRINTED	010718	HONEYWELL GLOBAL FINANCE	18,848.44			
174685	09/24/2026	PRINTED	001836	THE HOUSE OF PORTRAITS, I	1,342.65			
174686	09/24/2026	PRINTED	000007	IMPERIAL SPRINKLER SUPPLY	1,964.23			
174687	09/24/2026	PRINTED	014260	IRON MOUNTAIN	1,134.10			
174688	09/24/2026	PRINTED	001697	JACKSON LEWIS PC	1,897.50			
174689	09/24/2026	PRINTED	001097	JUAN POLLO #27	400.00			
174690	09/24/2026	PRINTED	002294	KASEYA US, LLC	1,836.56			
174691	09/24/2026	PRINTED	010472	CYNTHIA LEMUS	393.25			
174692	09/24/2026	PRINTED	001039	ALEX MACIAS	850.00			
174693	09/24/2026	PRINTED	003561	JUAN DEL VILLAR MENA	1,800.00			
174694	09/24/2026	PRINTED	001938	MESA ENERGY SYSTEMS, INC.	3,614.00			
174695	09/24/2026	PRINTED	014618	MMASC	125.00			
174696	09/24/2026	PRINTED	002972	MNJ TECHNOLOGIES DIRECT,	229.69			
174697	09/24/2026	PRINTED	001805	URIEL MONDRAGON	65.00			
174698	09/24/2026	PRINTED	001061	CARLA PADILLA	50.46			
174699	09/24/2026	PRINTED	001007	PAPA ROWE'S KITCHEN	3,868.23			

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
174700	09/24/2026	PRINTED	001444	CRISTINA PEDROZA	117.63			
174701	09/24/2026	PRINTED	003611	PERRIS HOUSING INVESTORS,	24,718.83			
174702	09/24/2026	PRINTED	001536	PERRIS VALLEY CHAMBER OF	400.00			
174703	09/24/2026	PRINTED	001817	PLEXUS GLOBAL LLC	14.00			
174704	09/24/2026	PRINTED	003600	QQCW TOPCO LLC	132.96			
174705	09/24/2026	PRINTED	003662	R HANNA ARCHITECTS, INC.	13,271.50			
174706	09/24/2026	PRINTED	001053	ERNEST REYNA	338.17			
174707	09/24/2026	PRINTED	002028	COUNTY OF RIVERSIDE	2,483,717.01			
174708	09/24/2026	PRINTED	000499	ADALBERT ROJALES	119.00			
174709	09/24/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	12,005.70			
174710	09/24/2026	PRINTED	001085	SHRED-IT C/O STERICYCLE,	686.20			
174711	09/24/2026	PRINTED	002557	SIDDHARTH S CHHOKAR	500.00			
174712	09/24/2026	PRINTED	001691	SOCALGAS	568.57			
174713	09/24/2026	PRINTED	001691	SOCAL GAS	21.97			
174714	09/24/2026	PRINTED	002163	SPECTRUM CLEANERS	55.00			
174715	09/24/2026	PRINTED	007519	SPECTRUM BUSINESS	196.76			
174716	09/24/2026	PRINTED	003481	WAYPOINT ANALYTICAL-CA IN	275.90			
174717	09/24/2026	PRINTED	001885	MAI II PROPERTIES LLC	1,210.00			
174718	09/24/2026	PRINTED	002433	MOMAR INCORPORATED	2,454.11			
174719	09/24/2026	PRINTED	001084	TEXAS A&M AGRILIFE EXTENS	156.82			
174720	09/24/2026	PRINTED	000091	TYLER BUSINESS FORMS	1,156.82			
174721	09/24/2026	PRINTED	015136	TYLER TECHNOLOGIES, INC.	62,144.68			
174722	09/24/2026	PRINTED	014555	VAL VERDE UNIFIED SCHOOL	70.00			
174723	09/24/2026	PRINTED	013831	VALDIEGO SOLUTIONS, INC	2,470.00			
174724	09/24/2026	PRINTED	001870	VISTA PAINT CORPORATION	463.97			
174725	09/24/2026	EFT	002326	KRISTIN SCHENK	1,504.00			
174726	09/30/2026	EFT	000566	AMAZON CAPITAL SERVICES	2,704.99			
174727	09/30/2026	EFT	000458	ATWORK FRANCHISE, INC.	13,366.16			
174728	09/30/2026	EFT	000915	BAY ALARM COMPANY	87.12			
174729	09/30/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	128,969.83			
174730	09/30/2026	EFT	003665	CONTECH ENGINEERED SOLUTI	20,533.00			
174731	09/30/2026	EFT	002666	DATA CENTER WAREHOUSE, LL	32,210.18			
174732	09/30/2026	EFT	002132	FLO WATER INC.	452.55			
174733	09/30/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	1,093.77			
174734	09/30/2026	EFT	000916	J THAYER COMPANY, INC.	196.58			
174735	09/30/2026	EFT	010046	MANPOWER TEMP SERVICES,	4,053.24			
174736	09/30/2026	EFT	001160	JIM FORBES VOICE, INC.	3,916.68			
174737	09/30/2026	EFT	001389	YUNEX LLC	2,300.48			
174738	09/30/2026	EFT	014788	SIGNIFICA DESIGN	11,175.00			
174739	09/30/2026	EFT	002806	CLAUDETTE DUGBARTEY-SMITH	2,000.00			
174740	09/30/2026	EFT	001453	TalentZok	12,580.57			
			405 CHECKS	CASH ACCOUNT TOTAL	7,646,765.10	.00		

SEPTEMBER 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
174340	09/02/2026	SABRINA CHAVEZ	EMPLOYEE- PARKING REIMBURSEMENT FOR HOUSING ATTAINABILITY CONFERENCE 07/31/26	10.00
174348	09/02/2026	TYLER MARCUS	EMPLOYEE- MILEAGE REIMBURSEMENT SUPPLY PICK UP/DROP OFF AUGUST 2026	24.85
174349	09/02/2026	DANIKA NELSON	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	740.95
174353	09/02/2026	LAURA SOSA	VENDOR- FITNESS INSTRUCTOR AUGUST 2026	4,650.00
174367	09/03/2026	ARVIE DAGATAN	EMPLOYEE- EDUCATION REIMBURSEMENT FY 26/27	729.25
174375	09/03/2026	ABRAHAM CAMPOS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	86.99
174377	09/03/2026	SARAH CASTILLO	VENDOR- PUBLIC ART UTILITY BOX PROGRAM	150.00
174387	09/03/2026	DAVID GUADALUPE MORONES	EMPLOYEE- VISION REIMBURSEMENT FY 26/27 & REIMB FOR FEDEX SHIPMENT	853.10
174390	09/03/2026	FEDERICO ESCOBEDO	VENDOR- SOUTH PERRIS FIRE STATION LEASE SEPTEMBER 2026	3,295.00
174397	09/03/2026	VIENNA HERNANDEZ	VENDOR- PUBLIC ART UTILITY BOX PROGRAM	150.00
174398	09/03/2026	KEVIN HITTI	VENDOR- PERMIT REFUND	302.90
174405	09/03/2026	ALEXANDER KLEMM	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	836.99
174410	09/03/2026	GUSTAVO LUA	EMPLOYEE- VSION REIMBURSEMENT FY 26/27	363.01
174412	09/03/2026	SHAYNE MITCHELL	VENDOR- METZ PARK MURAL (1ST INSTALMENT)	11,830.00
174417	09/03/2026	KENNETH PHUNG	EMPLOYEE- STAFF LUNCH REIMBURSEMENT JULY 2026	449.49
174420	09/03/2026	ANGEL RAMIREZ	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	850.00
174424	09/03/2026	REBECCA RIVERA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	847.00
174426	09/03/2026	MARIA ROGERS	VENDOR- YOUTH SPORTS REFUND	200.00
174435	09/03/2026	GERALD O. SIMPSON	VENDOR- PUBLIC ART UTILITY BOX PROGRAM	150.00
174448	09/03/2026	ELIZABETH N VELASQUEZ	VENDOR- PUBLIC ART UTILITY BOX PROGRAM	150.00
174464	09/10/2026	MARY CATHY OWENS	VENDOR- KAJUKENBO INSTRUCOR AUGUST 2026	406.00
174470	09/10/2026	ANDREA LOPEZ MARQUEZ	VENDOR- SUMMER PROGRAM PAINTING CLASS 07/13/26-08/05/26	400.00
174475	09/10/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00
174476	09/10/2026	CLAUDETTE DUGBARTEY-SMITH	VENDOR- TUMBLING PROGRAM JULY 2026	2,400.00
174488	09/10/2026	SYLVIA ARVIZU	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	808.85
174493	09/10/2026	DEREK BROWN	VENDOR- HIP HOP INSTRUCTOR AUGUST 2026	1,074.50
174495	09/10/2026	CHRISTY ZAVALA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	235.83
174508	09/10/2026	OLEGARIO GARCIA	VENDOR- GYM RENTAL DEPOSIT REFUND	350.00
174519	09/10/2026	ADRIENNE MORALES	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	489.30
174522	09/10/2026	NIKITA HARRIS	VENDOR- PILATES INSTRUCTOR AUGUST 2026	1,232.00
174526	09/10/2026	KENNETH PHUNG	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	113.30
174544	09/10/2026	CHRIS VARGAS	VENDOR- GYM RENTAL DEPOSIT REFUND	350.00
174545	09/10/2026	MICHAEL VARGAS	EMPLOYEE- PER DIEM FOR ICSC SAN DIEGO 09/14/26-09/16/26	215.00
174556	09/16/2026	NOE GALLEGOS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	791.33
174570	09/17/2026	BRIAN SMITH	VENDOR- WEED ABATEMENT (DISKING & HANDWORK)	500.00
174576	09/17/2026	DEREK BROWN	VENDOR- HIP HOP PERFORMANCE FOR PERRIS CON 08/15/26	375.00
174602	09/17/2026	GUSTAVO LUA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	173.96
174608	09/17/2026	NAJERA, ENRIQUE	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	244.30
174636	09/22/2026	LUZ TABARES	EMPLOYEE- REIMBURSEMENT FOR COUNCIL MEETING MEALS 09/17/26	26.91

SEPTEMBER 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
174637	09/22/2026	ELIZABETH VALLEJO	EMPLOYEE- PER DIEM FOR CALCITIES CONFERENCE 09/23/26-09/25/26	215.00
174638	09/22/2026	MICHAEL VARGAS	EMPLOYEE- PER DIEM FOR CALCITIES CONFERENCE 09/23/26-09/25/26	215.00
174647	09/23/2026	JOSE MIER	EMPLOYEE- CLASS A DRIVERS LICENSE REIMBURSEMENT	100.00
174651	09/23/2026	JAIME SALAZAR	EMPLOYEE- MILEAGE REIMBURSEMENT TO TAKE THE BACKFLOW WRITTEN EXAM 09/04/26	33.44
174652	09/23/2026	RACHEL SWINSON	VENDOR- ADULT SALSA CLASS AUGUST 2026	252.00
174668	09/24/2026	ROMEO CORTINAS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	268.89
174672	09/24/2026	DESIREE BUMANGLAG	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	736.00
174673	09/24/2026	LILIANA DOMINGUEZ	EMPLOYEE- LUNCH REIMBURSEMENT FOR CAPACITY BUILDING TRAINING 08/04/26-08/05/26	39.80
174682	09/24/2026	VIENNA HERNANDEZ	VENDOR- PUBLIC ART UTILITY BOX PROGRAM	150.00
174691	09/24/2026	CYNTHIA LEMUS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	393.25
174692	09/24/2026	ALEX MACIAS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	850.00
174693	09/24/2026	JUAN DEL VILLAR MENA	VENDOR- TACO CATERING FOR SENIOR RESOURCE FAIR 09/24/26	1,800.00
174697	09/24/2026	URIEL MONDRAGON	EMPLOYEE- WEBINAR REIMBURSEMENT (CACEO)	65.00
174698	09/24/2026	CARLA PADILLA	EMPLOYEE- LUNCH REIMBURSEMENT FOR CAPACITY BUILDING TRAINING 08/04/26-08/05/26	50.46
174700	09/24/2026	CRISTINA PEDROZA	EMPLOYEE- CLERK NOTARY REGISTRATION REIMBURSEMENT 09/16/26	117.63
174706	09/24/2026	ERNEST REYNA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	338.17
174708	09/24/2026	ADALBERT ROJALES	EMPLOYEE- CACEO WEBINAR REIMBURSEMENT 09/08/26 & 09/22/26	119.00
174725	09/24/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00
174739	09/30/2026	CLAUDETTE DUGBARTEY-SMITH	VENDOR- BALLET INSTRUCTOR AUGUST 2026	2,000.00

CITY OF PERRIS

10.E

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to award a Professional Services Agreement to Pacific Code Compliance LLC (PCC) for project management services for the new fire station located at 2495 Murrieta Road, in an amount not to exceed $260,000.00 for a term ending on December 31, 2027.

REQUESTED ACTION: That the City Council:

1. Approve a Professional Services Agreement with Pacific Code Compliance LLC for project management services for the new Fire Station located at 2495 Murrieta Road, in an amount not to exceed $260,000, for a term ending on December 31, 2027; and
2. Authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

The City is preparing to construct a new fire station at 2495 Murrieta Road in south Perris. On August 25, 2026, the City Council awarded the construction contract to Perera Construction & Design. The construction schedule is estimated at 281 working days, excluding weekends and holidays.

A project of this size requires dedicated daily oversight on the City's behalf. The project manager will help ensure that construction follows the approved plans, remains on schedule and within budget, and that contractor-requested changes are reviewed before the City issues payment.
Because the project is subject to federal Davis-Bacon prevailing wage requirements, the City must verify that all workers, including subcontractor employees, receive the required wages.
Effective monitoring of construction activities and wage compliance will help protect the City from potential funding losses and penalties.

Pacific Code Compliance LLC (PCC), located in Redlands, submitted a proposal to provide these services. PCC staff have worked with the City of Perris before as a project manager and in reviewing prevailing wage records, so they are familiar with the City's processes.

CONTRACT AWARD PROCEDURES AND BEST INTEREST ANALYSIS:

Perris Municipal Code Section 3.32.230(3)(e) stipulates that for professional services contracts; the Purchasing Officer or their designee may determine that it is in the best interest of the City to engage a specific consultant. In such cases, the contract terms, scope of work, and compensation may be established through direct negotiations. A formal recommendation must then be submitted by the Purchasing Officer or designee to the City Council, and the contract award is subject to City Council approval by a majority vote.

Staff has determined that it is in the City's best interest to engage Pacific Code Compliance for project management oversight services. PCC is uniquely positioned to support the City because of its technical expertise, familiarity with the City's public safety infrastructure, and established history of providing said services to the City.

Under the agreement, PCC will:

- Manage the project on a daily basis, attend construction meetings, and prepare daily reports;
- Review the contractor's product submittals, questions (requests for information), change orders, and time extension requests, working with the project architect;
- Review the contractor's monthly payment requests before they are paid by the City;
- Coordinate with City staff, inspectors, Riverside County Flood Control, Southern California Edison, Eastern Municipal Water District, and the Gas Company;
- Monitor prevailing wage compliance by reviewing certified payroll each month and interviewing contractor and subcontractor employees on site; and
- Lead the final inspection with the architect, prepare the punch list of remaining items, and collect lien releases and closeout paperwork when construction is complete.

PCC will bill the City only for the hours actually worked, at a rate of $140 per hour, plus mileage for project-related travel at the rate set by the State. PCC estimates 5 to 6 hours per day during the first few weeks of construction, then an average of about 30 hours per week for the rest of the project, plus 3 to 4 hours per week for prevailing wage monitoring. Based on these estimates, the total cost will not exceed $260,000.

The agreement runs through December 30, 2027. Consistent with the City's standard agreement, the City Manager may approve additional work of up to 10 percent of the contract amount or $40,000, whichever is less (up to $26,000 for this agreement). Any increase above that amount would come back to the City Council for approval. The City may also end the agreement at any time with 30 days' written notice.

RECOMMENDATION

Staff recommends that the City Council approve the agreement with Pacific Code Compliance LLC in an amount not to exceed $260,000 so that the fire station project has daily oversight and prevailing

wage monitoring in place from the start of construction.

BUDGET (or FISCAL) IMPACT:

The total cost of the agreement will not exceed $260,000. Funding will come from the General Fund and programmed accordingly. Because PCC bills only for actual hours worked, the final cost will be lower if less time is needed.

Prepared By: Ernie Reyna, Assistant City Manager

Attachments:
1. PSA - PCC.docx

ATTACHMENT 1

PROFESSIONAL SERVICE AGREEMENT BETWEEN CITY OF PERRIS AND PACIFIC CODE COMPLIANCE

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
PACIFIC CODE COMPLIANCE LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 13th day of October 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and PACIFIC CODE COMPLIANCE LLC, a California limited liability company ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

1.2 **Consultant's Proposal.** The Scope of Services shall include the scope of services or work included in 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 or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

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

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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 and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Additional Services and Compensation. 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 to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

1.7 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

1.8 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.9 **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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Two Hundred Sixty Thousand Dollars and Zero Cents ($260,000.00)** ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by 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, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

2.2 **Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than December 30, 2027 ("**Term**").

3.3 **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** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

3.4 **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 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 City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City 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 City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is David J. Martinez, CEO, 909-583-1579 [zrobucks@aol.com], who is authorized to act on Consultant's 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 their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is Ernie Reyna, CPA, MPA, Assistant City Manager, 951-943-6100, ereyna@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

4.3 **Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

4.4 **Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, 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 officers, employees, agents or subcontractors, are officers, employees or agents 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. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

4.5 **Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 **Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**")

form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

(b) **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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $2,000,000 per claim and no less than $4,000,000 general aggregate.

(e) **Cyber Liability.** Cyber liability insurance appropriate to Consultant's profession and the services hereunder, written on a per occurrence basis, with limits not less than $1,000,000 per occurrence/loss, and $2,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving: infringement of intellectual property; copyright; trademark; invasion of privacy violations; data breach; electronic information theft, loss, damage, destruction, alteration or misuse; release of private information; extortion; and, network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates

with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

5.2 General Insurance Requirements.

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) **Cancellation/Amendment.** All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) **Primary, Subrogation, Contribution and Coverage.** All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City

Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein 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.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 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 nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement.

Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

(c) **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 Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/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, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City.

6.3 **Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 **California Law.** This Agreement 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. 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

7.2 **Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any

portion hereof, at any time, for any reason, with or without cause, upon thirty (30) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 **Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 **Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed the City therefor.

7.5 **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, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. 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 Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either 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.

7.8 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 **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, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant 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 Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant 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 Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. 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.

8.3 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 **Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) 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, headings used, or any other rule of construction which might otherwise apply.

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

9.4 **Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

9.5 **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.

9.6 **No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

9.7 **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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
PACIFIC CODE COMPLIANCE LLC, a California limited liability company

By: _____
Name: David Martinez
Title: Chief Executive Officer

By: _____
Name:
Title:

Address: 844 W. Highlands Ave.
Redlands, CA 92373

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. 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.

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform the Services described in Consultant's Proposal and detailed below in providing project management services and Davis Bacon prevailing wage oversight to support the construction of the new fire station.

Proposal: New Fire Station Project – Murrieta Road- Project Management Services and Davis Bacon Prevailing Wage Oversight

Pacific Code Compliance (PCC) offers professional assistance in the form of Project Management Services, and Prevailing Wage Oversight for the proposed "New Fire Station Project" for the City of Perris. The program services may include, at a minimum, assistance with the day-to-day Project Management efforts and Prevailing Wage Oversight for this project. This would include working closely with the Developer, the Architect of Record and with City staff to ensure the proposed project meets the minimum code standards, Meets Federal, State and Local Laws and ordinances, Meets all the required Prevailing Wage requirements, Complies with the approved plans, bid documents and specifications as well as all project established deadlines and is constructed within the approved budget.

Scope of Services – The scope of services for this project will include the following:

1. Project Management Services - Daily
2. Coordinate with City staff and Inspectors as necessary during construction.
3. Attend pre-construction meetings with all parties and with the Architect of Record.
4. Assist with the interpretation and clarification of code related items if requested.
5. Assist with the Architect of Record with the interpretation of the Approved Plans as needed.
6. Review product submittals and shop drawings submitted by the contractor and coordinate with the Architect of record for these items...
7. Participate in the weekly or by-weekly construction meetings.
8. Attend on Site construction meetings and review the daily construction process.
9. Complete the required daily construction/Project Management Daily Reports for the Project.
10. Coordinate with all parties by telephone and e-mail as necessary.

11. Review, comment and process on all proposed progress payments submitted by the contractor.

12. Process all requested monthly Invoices for the Project.

13. Review, comment and process on all proposed change orders submitted by the contractor for this proposed project.

14. Assist with the processing of all the required third-party testing materials,

15. Review and comment and process all proposed change orders and time extensions requested by the contractor.

16. Respond to the contractors Request for Information (RFI's) and other questions during the project construction and coordinate with the Architect of record.

17. Provide Daily general directions to the contractor for the project construction.

18. Review and process all materials and field testing, i.e., concrete cylinders, compaction reports, etc.

19. Coordinate with City staff, County Flood Control, SCE, EMWD and the Gas Company as necessary.

20. Conduct substantial completion inspection, along with the Architect of record, at the request of the City and Contractor and prepare punch list.

21. Monitoring of the prevailing wage – Davis Bacon Issues on behalf of the City

22. Monitor and review the monthly certified payroll submitted by the contractor.

23. Perform weekly interviews of the contractors and sub-contractor's employees to meet the requirements for the Davis Bacon Payroll.

24. Perform on site interviews for prevailing wage compliance of all contract and sub-contract employees.

25. Receive and process all lien releases from the sub-contractors for the Project.

26. Receive, Review and process all the required final paperwork for the Project once the construction process is completed.

Program Design/ Implementation and City Council Approval – PCC will meet with City staff to assist with the implementation of this project. PCC will work towards goals which meet the specific needs of the community as well as maintaining City Council goals. PCC staff offers past experience working as a Project Manager and reviewing the required Prevailing Wage documents, for the City of Perris. PCC staff are available to present program information and guidelines for City Council's review and approval on an as needed basis.

Program Forms and Manuals – PCC will customize all necessary forms and documents such as program manuals, recordable instruments, Daily Logs, and third-party forms based on the individual agency needs and as required by the City.

II. All work product is subject to review and acceptance by City and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

1. Franchise Tax Board Suspension; Cure Period and Good Standing.

(a) Disclosure. Consultant acknowledges that, as of the date of this Agreement, Consultant's status with the California Franchise Tax Board ("FTB") is suspended and Consultant is not in good standing with the FTB. Consultant has represented to City that resolution of the suspension is imminent.

(b) Cure Period. Consultant shall resolve the FTB suspension and deliver to City evidence, satisfactory to City in its sole discretion, that Consultant has been restored to active status and good standing with the FTB no later than ninety (90) days after the date this Agreement is fully executed by the Parties ("Cure Period"). Such evidence shall include, at a minimum, a current Entity Status Letter issued by the FTB, a Certificate of Revivor (if one is issued), and a current record from the California Secretary of State showing Consultant's status as active.

(c) Work During Cure Period. Consultant may begin work during the Cure Period upon receipt of a written notice to proceed in accordance with Section 3.3, provided that Consultant has first satisfied the insurance requirements of Article 5. Consultant's right to continue performing work after the Cure Period is expressly conditioned upon City's receipt and acceptance of the evidence required by subsection (b). If Consultant does not provide the required evidence within the Cure Period, Consultant shall immediately stop all work upon expiration of the Cure Period, and City shall have no obligation to pay for any work performed or costs incurred by Consultant after that date until City has received and accepted such evidence and has authorized Consultant in writing to resume work. In addition, City may, in its sole discretion, terminate this Agreement upon written notice to Consultant, effective immediately, without any liability to Consultant other than payment for work satisfactorily performed during the Cure Period, and without the opportunity to cure provided in Section 7.3.

(d) Continuing Obligation. Consultant represents and warrants that, once restored to good standing and throughout the remainder of the Term, it shall remain in good standing with both the FTB and the California Secretary of State. Consultant shall notify City in writing within five (5) business days if its status with either agency becomes suspended, forfeited, or otherwise inactive. In that event, City may immediately suspend the work in accordance with Section 7.2, withhold payment until Consultant's good standing is restored, and/or treat the suspension or forfeiture as a default under Section 7.3.

(e) Basis for Condition. Consultant acknowledges that this condition is a material inducement to City entering into this Agreement, and that City is permitting Consultant to begin work during the Cure Period in reliance on Consultant's representation that resolution of the FTB suspension is imminent. Under the California Revenue and Taxation Code, an

entity suspended by the FTB may lack the capacity to enter into, perform, or enforce contracts, and contracts made during a suspension may be voidable. Consultant agrees that its indemnification and insurance obligations under Article 5 of this Agreement apply in full to all work performed during the Cure Period, and that upon restoration of its good standing Consultant ratifies and confirms this Agreement, including all such obligations, as of the date of full execution.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and detailed below.

Estimated Hours – PCC estimates that the initial start up of the program will take between 5 to 6 hours a day for the first couple of weeks of construction. After the initial start up of the construction project, then it is estimated that the weekly working hours to properly maintain the project will come down to on the average to about 30 hours a week or 5 to 6 hours per day Monday through Friday as necessary to provide the Project Management services, and on Weekends if required. The total estimated cost to provide the Project Management Services for the 281-day approved construction period or Actual working days minus the weekends and approved Holidays is estimated to be **$260,000.00**. PCC also understands and agrees to the limited amount of monthly funds that are available to work on the program for the City.

This proposal also includes the review and monitoring of the prevailing wage – Davis Bacon payroll records is estimated to be around Three to Four (3 to 4) additional hours per week at a minimum. This will include the weekly interviews of the contractors' employees as well as attending any of the required weekly meetings, tracking all the payroll records and maintaining all the required files.

Hourly Rate - PCC's normal Project Management hourly rate for these services is $140.00 an hour.

Mileage Rate – **PCC's proposed Mileage rate for this project is .59 cents per mile (or as currently set by the State of California) for those miles driven that are directly related to this project.**

II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.

III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and detailed below:

Estimated Construction Time Period – PCC understands that the estimated construction time frame for this project is 281 working days excluding weekends and approved Holidays. PCC also understands that this project is a prevailing wage project for the City of Perris.

Proposed Starting Dates: As required by the City of Perris

CITY OF PERRIS

10.F

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding authorization to execute and submit applications and related documents to the California Governor's Office of Emergency Services (CAL OES) for federal funding opportunities under the Infrastructure Investment and Jobs Act of 2021.

REQUESTED ACTION: That the City Council adopt purposed Resolution No. (next in order) approving an update to established authorized agents of the City of Perris regarding CAL OES applications and release of federal funds.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

The City previously approved Resolution No. 6559 on December 10, 2024, authorizing the addition of City Manager, Assistant City Manager, Director of Development Services, Building Official/Fire Marshall to serve as agents on behalf of the City in filling out applications and requesting the release of funds for federal assistance from California's Office of Emergency Services (CAL OES).

To meet the funding agency's grant requirements, the Governing Body Resolution must be revised periodically. These revisions should clearly state the authorized signees, the funding agency's name, the specific grant(s) being sought, and the fiscal years the grant performance periods will cover. The Resolution has been updated to include the years of authorization (FY 2026, 2027 & 2028) with the CAL OES State and Local Cybersecurity Grant Program (SLCGP) as the specific grand funding agency and grants applied for by the City of Perris. Lastly, this revision expands the list of authorized agents for the City of Perris. The Director of Finance, IT Manager and IT Supervisor will be added to the existing list of authorized agents.

RECOMMENDATION

Staff recommend that the City Council adopt the updated resolution, approving an update to the City of Perris's established authorized agents regarding CAL OES applications and the release of federal assistance funds.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact with this action.

Prepared By: Paul Lopez, IT Supervisor

Attachments:
1. RESOLUTION SLCGP GRANT (1).docx

ATTACHMENT 1

Resolution to Update Authorized Agents for SLCGP Grant

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, TO PROVIDE AND ESTABLISH UPDATED AUTHORIZED AGENTS OF THE CITY OF PERRIS FOR REQUESTING RELEASE OF FUNDS FOR FEDERAL ASSISTANCE FROM CALIFORNIA'S OFFICE OF EMERGENCY SERVICES (CAL OES).

WHEREAS, the City Council of the City of Perris has the authority to request the release of funds from the California's Office of Emergency Services; and

WHEREAS, the City Council desires to delegate signature authority to designated staff members to streamline the application process for such assistance or relief; and

WHEREAS, the City Council of the City of Perris adopted Resolution No. 6559 on December 10, 2024, designating and authorizing certain City officials to execute said applications and documents to streamline the application process for such assistance or relief; and

WHEREAS, the California Governor's Office of Emergency Services requires that the Perris City Council update Resolution No. 6559 in order to be eligible to receive federal financial assistance provided by the Federal Emergency Management Agency (FEMA) and the federal Cybersecurity and Infrastructure Security Agency (CISA); and

WHEREAS, the City of Perris desires to participate in the Federal Fiscal Year 2024 (FFY24) State and Local Cybersecurity Grant Program (SLCGP) for grant years 2026, 2027, and 2028.

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

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

Section 2. Approval Authority for SLCGP. The City Manager, Assistant City Manager, Director of Finance, Information Technology Manager, and Information Technology Supervisor are authorized to sign and file applications and other necessary documents with the California's Office of Emergency Services for the purpose of obtaining financial assistance through the the Federal Fiscal Year 2024 (FFY24) State and Local Cybersecurity Grant Program (SLCGP) for grant years 2026, 2027, and 2028.

Section 3. Authorization Period. This authorization shall be in effect for the duration of the FY 2026, FY 2027, and FY 2028 grant periods associated with the State and Local Cybersecurity Grant Program.

Section 4. Severability. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 13th day of October, 2026, and that it was so adopted by the following called vote:

AYES: ***(Clerk's Office will enter the vote)***
NOES:
ABSTAIN:
ABSENT:

_____
City Clerk, Nancy Salazar

AS THE Mayor

(Secretary/Director/President/Chancellor/Chairperson)

OF THE City of Perris

(Name of the Organization)

I, Michael Vargas, hereby authorize the following individual(s) to execute on behalf of the City of Perris, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the California Governor's Office of Emergency Services.

Clara Miramontes (City Manager) OR Wendell Bugtai (Assistant City Manager) OR

Matthew Schenk (Director of Finance) OR Paul Lopez (Information Technology Supervisor)

Signed and approved this 13th day of October, 2026.

(Signature)

CITY OF PERRIS

10.G

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to approve an Employee Travel Policy Including on a Per Diem Basis for Meals. *(This item was continued from the September 29, 2026 City Council Meeting).*

REQUESTED ACTION: That the City Council Approve the Employee Travel Policy Including on a Per Diem Basis for Meals.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

This item is being continued from the September 29, 2026 City Council meeting. On August 26, 2025, the City Council adopted a revised City Council Travel Policy that shifted meal reimbursement for City Council Members to a per diem basis, using the meals and incidental expenses (M&IE) rates published on the U.S. General Services Administration (GSA) website.

Staff have since prepared an Employee Travel and Expense Reimbursement Policy (Attachment 1) that applies a similar per diem approach to City employees traveling on official City business. The policy applies to all City of Perris employees; travel and expense reimbursement for City Council Members and members of City Council-created Boards or Commissions continues to be governed separately under the City Council and Elected Officials Travel Policy. The policy is intended to establish an "accountable plan" for expense reimbursement consistent with Internal Revenue Service regulations, so that properly substantiated reimbursements are not treated as taxable income to the employee.

Consistent with the revised City Council Travel Policy approved in August 2025, meals for City employees would be reimbursed via check on a per diem basis, without receipts, using the M&IE rates published on the GSA website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). The first and last calendar day of travel would be paid at 75% of the daily per diem rate, and the per diem otherwise payable would be reduced when a meal is provided to the employee at no direct cost.

Section 5.1 of the proposed policy addresses deductions for provided or employee-paid meals, consistent with the approach discussed during the Council's review of the parallel Council Travel Policy. Under this section, when a meal is provided to an employee at no direct cost—such as through a

conference or seminar registration, a hotel or event sponsor, or payment by the City—the per diem for that day would be reduced by the amount allocated to that meal under the GSA's M&IE breakdown. A continental breakfast, reception with light hors d'oeuvres, or similar refreshment that does not constitute a full meal would not result in a reduction. Employees would notify the Finance Department of any provided or employee-paid meals so the per diem payment can be adjusted accordingly, helping avoid duplicate reimbursement.

Section 5.3 of the proposed policy gives employees the option to check out a City credit card through the Finance Department prior to travel, to be used for meals and incidental expenses in lieu of a per diem payment. When using a City credit card, the employee would be required to follow the meal guidelines published on the GSA website and keep all charges within the designated GSA amounts for the destination, including the 75% rate for the first and last calendar day of travel and any reduction for provided meals. A per diem payment would not be issued for any day on which the card is used for meals, and any charges above the GSA amounts, or for items not reimbursable under the policy such as alcoholic beverages, would be the employee's responsibility to repay. The employee would return the card to the Finance Department, along with itemized receipts for all charges, as part of the required expense report. This option provides an alternative for employees who prefer not to pay meal costs out of pocket, while keeping spending within the same federal limits.

Staff also reviewed how neighboring cities and other agencies reimburse employees for meals and travel (Attachment 2). Of the agencies surveyed with a confirmed employee policy, the majority — including the State of California, Moreno Valley, Murrieta, and Banning — use a flat daily meal amount tied to a published federal or GSA rate table, consistent with the approach proposed in the attached policy. A smaller number of cities, including Corona and Eastvale, require receipts for meal expenses at actual cost rather than using a flat per diem amount.

RECOMMENDATION

It is recommended that the City Council approve the Employee Travel and Expense Reimbursement Policy.

BUDGET (or FISCAL) IMPACT:
No direct impact to the General Fund is anticipated as a result of adopting this policy. Travel-related expenditure continues to be budgeted within each department's existing operating budget, and actual reimbursement costs will vary based on approved employee's travel.

Prepared By: Ernie Reyna, Assistant City Manager

Attachments:
1 - Employee Travel Policy.docx
2. Neighboring Cities Comparison.pdf
3. GSA Website.pdf

ATTACHMENT 1

EMPLOYEE TRAVEL POLICY

	City of Perris **Administrative Policy**
POLICY: EMPLOYEE TRAVEL AND EXPENSE REIMBURSEMENT POLICY	
ADOPTED: [Pending City Council Approval] REVISED: 10/13/2026	

APPLICABILITY

This policy applies to all City of Perris employees. It does not apply to members of the City Council or of any Board or Commission created by act of the City Council; travel and expense reimbursement for those individuals is governed by the City Council and Elected Officials Travel Policy.

FINDINGS

Whereas, the City of Perris takes its stewardship over the use of its public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City of Perris.

Whereas, such benefits include:

1. Attending educational seminars, conferences, and training designed to improve an employee's skill and information level in the performance of their duties;
2. Participating in regional, state, and national organizations whose activities affect the City of Perris;
3. Representing the City at meetings, hearings, and other functions related to City business; and
4. Conducting City business efficiently and economically while away from the employee's regular workplace.

Whereas, this policy is intended to establish an “accountable plan” for expense reimbursement consistent with Internal Revenue Service regulations, so that properly substantiated reimbursements are not treated as taxable income to the employee.

1. Authorized Expenses

Authorized attendance at conferences, meetings, trainings, or seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official City business in order to:

a. Communicate with representatives of regional, state, and national government on City-adopted policy positions.
b. Attend training schools, seminars, symposia, conferences, hearings, conventions, or other meetings related to the employee's job duties.
c. Participate in local, regional, state, and national organizations whose activities affect the City's interests.
d. Represent the City at meetings, ceremonial events, or legal proceedings.
e. Attend City events.
f. Other meetings or activities as required to further the City's interests, when approved in advance as set forth in Section 2 below.

Examples of personal expenses that the City of Perris will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Alcoholic beverages;
4. Family expenses, including a spouse or partner's expenses when accompanying an employee on City-related business, as well as children- or pet-related expenses;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf-related expenses), or other cultural events;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, or gasoline; and
7. Personal losses incurred while on City of Perris business.

2. Approval and Authorization

2.1. Employees must obtain approval from their Department Head prior to incurring any travel expenses.

2.2. Overnight travel requires advance approval by the employee's Department Head. Overnight travel by a Department Head requires approval by the City Manager or designee.

2.3. Out-of-state or international travel, and any trip with expenses reasonably anticipated to exceed $1,000, requires advance approval by the City Manager or designee.

2.4. Employees may not authorize reimbursement of their own expenses.

3. Transportation

The most economical mode and class of transportation reasonably consistent with safety, scheduling needs, and cargo space requirements, and other applicable considerations, must be used, via the most direct and time-efficient route. Government and group rates must be used when available and appropriate.

3.1. Airfare: The lowest reasonably available main cabin airfare rate, or equivalent thereto, is presumed to be the most economical and reasonable for purposes of reimbursement, except when other considerations (safety, accessibility, etc.) reasonably justify other arrangements.

3.2. Automobile: Personal automobile mileage is reimbursed at Internal Revenue Service rates presently in effect, calculated from the employee's regular workplace to the business destination, or from the employee's residence if the employee travels directly from home, whichever results in the lesser mileage. Mileage reimbursement does not include parking or bridge and road tolls, which may also be reimbursable. Valet parking is reimbursable if the rates are reasonably comparable to self-parking, or if self-parking is not available.

3.3. Car Rental: Car rentals, and fuel related thereto, may be reimbursable when other means of ground transportation are not reasonably available, or if the car rental rate is more economical than other means of ground transportation (e.g., two or more employees are sharing a car rental).

3.4. Other Reimbursable Transportation Expense: Taxis, shuttle, transit, hired vehicle, tolls, and app-based ride share fares may be reimbursed, including up to a 20 percent gratuity per fare, when the cost of such fares is equal to or less than the cost of car rental, gasoline, and parking combined, or when such transportation is reasonable for time/travel-efficiency.

4. Lodging

Lodging expenses will be reimbursed or paid for, at the single-occupancy rate, when travel on official City business reasonably requires an overnight stay.

4.1. Conferences/Meetings: If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting, if such rates are available at the time of booking. If the group rate is not available, lodging accommodation comparable to the lodging provided in connection with the conference, which does not substantially increase costs or interfere with an employee's duties, is presumed to be reasonable and hence reimbursable for purposes of this policy.

4.2. Other Lodging: Hotel reservations should be made in advance in order to secure government rates. If government rates are not available, lodging accommodation (including hotels, motels, residence rental, etc.) in an area that is safe and provides reasonable transportation access to conduct the City's business is presumed to be reasonable and hence reimbursable for purposes of this policy.

5. Meals

Meal expenses shall be paid on a per diem basis, without receipts, either in advance or after the trip, based on per diem rates found on the U.S. General Services Administration's website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). Per diem for the first and last calendar day of travel shall be paid at 75% of the daily per diem rate. Per diem is provided to cover meals and incidentals. Incidentals include fees and tips given to porters, baggage carriers, and hotel staff. Per diem rates are set at the levels prescribed by the United States Government and rates vary by destination city.

5.1. Deduction for Provided or Employee-Paid Meals: If a meal is provided to an employee at no direct cost — including a meal included in a conference or seminar registration fee, a complimentary meal provided by a hotel or event sponsor, or a meal paid for by the City on the employee's behalf — the per diem otherwise payable for that day shall be reduced by the amount allocated to that meal under the GSA's Meals and Incidental Expenses (M&IE) breakdown for the applicable per diem locality. A continental breakfast, reception with light hors d'oeuvres, or similar refreshment that does not constitute a full meal shall not result in a reduction. Employees shall promptly notify the Finance Department of any provided or employee-paid meals so that the per diem payment may be adjusted accordingly.

5.2. Meals Not Associated with Overnight Travel: For day trips not requiring an overnight stay, per diem is not provided. Meals are reimbursed only when the meal is an integral, scheduled part of a conference, training, or meeting program (for example, a working lunch), and are not reimbursed if the employee could reasonably provide his or her own meal in the ordinary course of the workday.

5.3. Use of City Credit Card for Per Diem: In lieu of receiving a per diem payment, an employee may check out a City credit card through the Finance Department prior to travel for use toward meals and incidental expenses. When a City credit card is used for this purpose, the employee must follow the meal guidelines published on the U.S. General Services Administration’s website referenced in Section 5 and must keep all charges within the designated GSA amounts for the destination, including the 75% rate for the first and last calendar day of travel and any reduction for provided meals under Section 5.1. A per diem payment will not be issued for any day on which the City credit card is used for meals. Charges that exceed the GSA amounts, or that are for items not reimbursable under this policy, such as alcoholic beverages, are the responsibility of the employee and must be repaid to the City. Notwithstanding Section 8.2, the employee must return the credit card to the Finance Department, along with itemized receipts for all charges, as part of the expense report required under Section 8.

6. Internet

Employees may be reimbursed for reasonable internet access connection and/or usage fees away from home, if such access is necessary for City-related business.

7. Airport Parking

The most economical and reasonable parking option should generally be used. Long-term parking should be used for travel exceeding 24 hours, except when other considerations (safety, accessibility, etc.) reasonably justify other parking arrangements.

8. Expense Reporting

8.1. Employees must submit a completed expense report, with all required receipts attached, within ten (10) working days of returning from travel.

8.2. Receipts are not required for per diem meal reimbursement. Original, itemized receipts are required for all other reimbursable expenses, including lodging, transportation, registration fees, and any advance reconciliation.

8.3. No reimbursement will be made for an expense that is not properly documented in accordance with this policy.

9. Other

9.1. Registration fees and applicable materials related to, for example, attendance at a conference, if paid directly by the employee, are reimbursable.

9.2. Tipping is considered an appropriate expense, not to exceed 20 percent; the amount must be reasonable and for appropriate services such as food servers, taxi, or rideshare, or other appropriate attendants. Per diem for incidentals includes fees and tips given to porters, baggage carriers, and hotel staff.

9.3. Baggage handling fees for up to one piece of luggage per employee will be reimbursed.

COMPLIANCE WITH LAWS

Employees should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. Generally, agency expenditures are public records subject to disclosure under the California Public Records Act.

VIOLATION OF THIS POLICY

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges; (2) a demand for restitution to the City; (3) the City's reporting the expenses as income to the employee to state and federal tax authorities; (4) disciplinary action, up to and including termination of employment; and (5) prosecution for misuse of public resources.

ATTACHMENT 2

NEIGHBORING CITIES COMPARISON

How Nearby Cities Handle Employee Meal & Travel Reimbursement

A quick-reference comparison for Perris City Council — employee policies only

City / Agency	How It Works	Typical Daily Meal Amount	Receipts Needed?	Policy Last Updated
Federal Government (GSA)	Flat daily amount, no receipts needed for meals	~$68/day (varies by city)	No (meals) / Yes (hotel)	2026
State of California	Flat daily amount, no receipts needed for meals	$68/day ($51 first & last day)	No (meals) / Yes (hotel)	2026
Moreno Valley	Flat daily amount for meals; receipts for everything else	Set by federal rate table	No (meals) / Yes (other costs)	2026
Riverside	Employee's choice: flat daily amount OR actual receipted cost	$64/day (or up to $85 w/ receipts)	No (if flat amount) / Yes (if receipted)	2018
Norco	Employee's choice: flat daily amount OR actual receipted cost	$64–$74/day (varies by city)	No (if flat amount) / Yes (if receipted)	2017
Murrieta	Flat daily amount for overnight trips only; receipts for day trips	Set by federal rate table	No (overnight) / Yes (day trips)	2019
Banning	Flat daily amount for meals; receipts for everything else	Set by federal rate table	No (meals) / Yes (other costs)	2020
Hemet	Cash advance for meals, reconciled with receipts after the trip	$70/day (big city) or $50/day (other)	Yes (to reconcile advance)	Not dated
Corona	Actual cost only, no flat daily amount	Not published	Yes (all expenses)	Not dated
Eastvale	Actual cost only, capped at a flat daily ceiling	$60/day maximum (all meals combined)	Yes (all expenses)	2014
Canyon Lake	Employee's choice: flat daily amount OR actual receipted cost (per diem NOT available to elected officials)	Set by federal rate table	No (if flat amount) / Yes (if receipted)	2024
Menifee, Lake Elsinore, Temecula, San Jacinto, Beaumont, and Wildomar	Not located	—	—	—

Key:	Blue = national/state benchmark	Green = confirmed city policy	Orange = not located

Three things worth knowing:

1. Most cities give employees a flat daily meal amount (no receipts needed) tied to the federal government's published rate — this is the most common approach.

2. A few cities (Corona, Eastvale) require a receipt for every meal instead of a flat daily amount — generally more paperwork for staff, but ties reimbursement to actual cost.

Detailed Policy Comparison — Employee Policies Only

City / Agency	Reimbursement Approach	Daily Rate / Cap	First & Last Day Rule	Receipts Required?	Source & Date
GSA Federal Per Diem (benchmark)	Flat daily meal amount, no receipts required	~$68/day; varies by destination city	75% of daily rate on first & last day	No (meals) / Yes (lodging)	GSA.gov, 2026
State of California (CalHR)	Flat daily meal amount, no receipts required	$68/day; $51/day first & last day	75% of daily rate on first & last day	No (meals) / Yes (lodging)	CalHR Manual §2203, 2026
Moreno Valley	Flat daily meal amount (no receipts); all other costs reimbursed with receipts	Federal rate table for destination city	Tiered by hours traveled: 50% (<12 hrs), 75% (12–24 hrs), 100% full days / 75% first & last day	No (meals) / Yes (everything else)	AP #3.03, revised June 2026
Riverside	Employee's choice: flat daily meal amount OR actual cost with receipts (can't mix on one trip)	$64/day flat, or up to $85/day if receipted	Reduced for partial days (no fixed %)	No (if flat) / Yes (if receipted, or lodging)	Policy 04.001.00, last updated 2018
Norco	Employee's choice: flat daily meal amount OR actual cost with receipts	$64–$74/day depending on destination city	75% of daily rate on first & last day	No (if flat) / Yes (if receipted, or lodging)	Policy 303, revised 2017
Murrieta	Flat daily meal amount for overnight trips only (24+ hrs); day trips reimbursed with receipts, capped at the flat amount	Federal rate table for destination city	Follows federal partial-day rules	No (overnight) / Yes (day trips, lodging)	Policy 100.01, amended 2019
Banning	Flat daily meal amount; all other costs reimbursed with receipts	Federal rate table for destination city	Time-based: breakfast if leaving 1+ hr early, dinner if returning 2+ hrs late (no % formula)	No (meals) / Yes (everything else)	Policy E-3, adopted 2020
Hemet	Cash advance for meals based on destination type, reconciled with receipts after the trip	$70/day (major metro/resort cities) or $50/day (all other areas)	Reduced for partial days (no fixed %)	Yes (to reconcile the advance)	Personnel Rules Art. XXIV; date not shown
Corona	Actual cost only — no flat daily amount; capped at the lesser of actual cost or IRS rate	Not published in documents reviewed	Not specified in documents reviewed	Yes (all expenses)	Policy 01200.001; date not shown
Eastvale	Actual cost only, capped at a flat daily ceiling (not tied to federal rates)	$60/day maximum, all meals combined	Reduced for partial days (no fixed %)	Yes (all expenses)	Policies A-04 & A-05, 2011 / 2014
Canyon Lake	Employee's choice: flat per diem (federal rate method) OR actual cost with receipts for meals $20+. Per diem is NOT available to elected officials — they must use actual cost only	Per diem based on IRS federal rate method (high-low or regular); no set dollar table in document provided	Not specified in document provided	No (if per diem) / Yes (actual-cost meals $20+, and all other expenses)	Resolution No. 2024-21, adopted June 2024
Menifee	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Lake Elsinore	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Temecula	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
San Jacinto	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Beaumont	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Wildomar (only an elected-official policy was located)	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*

ATTACHMENT 3

GSA WEBSITE

An official website of the United States government

U.S. General Services Administration

Per diem rates

FY 2027 per diem rates now available

The FY 2027 rates are not the default rate in the drop-down box until October 1, 2026.

We establish the per diem rates that federal agencies use to reimburse their employees for lodging and meals and incidental expenses incurred while on official travel within the continental United States. A standard rate applies to most of CONUS. Individual rates apply to about 300 non-standard areas. Most NSAs are a key city/primary destination and the surrounding county. Rates for the coming federal government fiscal year are typically announced in mid-August. Search the rates below or refer to the flat files, API, or trip calculator.

Search by city, state, or ZIP code

Required fields are marked with an asterisk (*).

For fiscal year: *

2026 (Current federal fiscal year)

State

Select a state

City

City (optional)

OR

ZIP

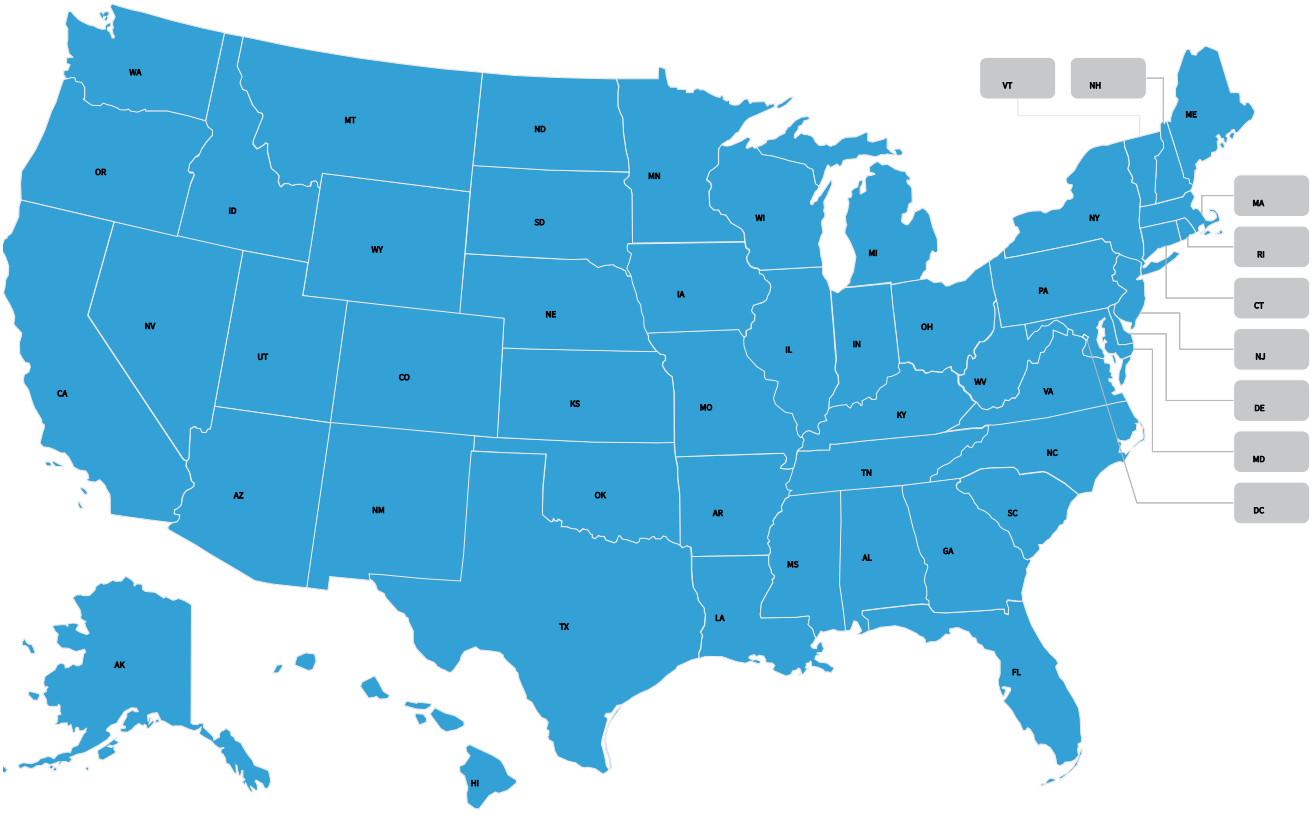
ZIP

Find rates

Search by state

For fiscal year:

2026 (Current federal fiscal year)

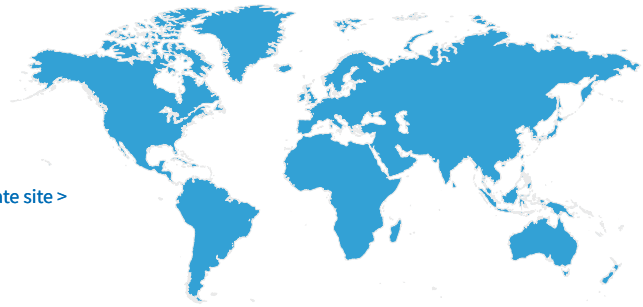


The Department of Defense sets rates for Alaska, Hawaii, and U.S. territories and possessions.

Visit the DOD site >

The Department of State sets foreign rates.

Visit the Department of State site >



City Pair Program

Our Best-in-Class program procures discounted, flexible air passenger transportation services for federal government travelers across over 17,000 markets. It offers benefits like fully refundable tickets, no change fees, stable pricing, and no blackout dates, ensuring efficient and cost-effective official travel.

Bulletins

Download bulletins on per diem rates, privately owned vehicle reimbursement, relocation allowances and other travel topics.

Need a state tax exemption form?

Per OMB Circular A-123, federal travelers "…must provide a tax exemption certificate to lodging vendors, when applicable, to exclude state and local taxes from their hotel bills." GSA's SmartPay team maintains the most current state tax information , including any applicable forms.

CITY OF PERRIS

10.H

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to approve a Revised City Council Travel Policy Including on a Per Diem Basis for Meals. *(This item was continued from the September 29, 2026 City Council Meeting).*

REQUESTED ACTION: That the City Council approve the revised City Council Travel Policy.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

This item is being continued from the September 29, 2026, City Council meeting. On August 26, 2025, the City Council adopted a revised City Council and Elected Officials Travel Policy that moved meal reimbursement to a per diem basis using the U.S. General Services Administration's (GSA) published rates. Shortly after, staff began drafting a companion Employee Travel and Expense Reimbursement Policy applying that same per diem approach to City employees.

While developing the Employee Travel and Expense Reimbursement Policy, staff identified two provisions included in the employee policy that were not yet reflected in the Council Policy. This item would align the two policies on those provisions and add a new option to allow City credit cards to be used for meals. The proposed revisions are shown in the redlined policy, included as Attachment 1.

The first is new Section 1.3.1, Deduction for Provided or Official-Paid Meals. Under this section, if a meal is already covered at no cost to the Official — for example, a meal included in a conference registration fee, a complimentary meal from a hotel or event sponsor, or a meal the City paid for directly — the per diem otherwise payable for that day is reduced by the amount GSA allocates to that meal in its Meals and Incidental Expenses (M&IE) breakdown. Light refreshments, such as a continental breakfast or a reception with hors d'oeuvres, do not trigger a reduction. Officials are required to promptly notify the Finance Department of any provided or Official-paid meals so the per diem payment can be adjusted. This mirrors Section 5.1 of the Employee Policy and is intended to prevent an Official from receiving a full day's per diem on top of a meal the City, a sponsor, or a conference has already covered.

The second revision is to Section 1.1.2, Automobile. The policy is revised so that mileage is calculated from the Official's regular workplace to the business destination, or from the Official's residence if the

Official travels directly from home, whichever results in the lesser mileage. This lesser-of-mileage approach mirrors Section 3.2 of the Employee Policy and is a more precise standard than the current policy language, which reimburses mileage to and from the Official's residence without regard to which starting point results in a shorter trip.

The third revision is new Section 1.3.2, Use of City Credit Card for Per Diem, which is also being added to the Employee Policy as Section 5.3. Under this section, an Official may check out a City credit card through the Finance Department prior to travel, to be used for meals and incidental expenses in lieu of a per diem payment. When using a City credit card, the Official would be required to follow the meal guidelines published on the GSA website and keep all charges within the designated GSA amounts for the destination, including the 75% rate for the first and last calendar day of travel and any reduction for provided meals under Section 1.3.1. A per diem payment would not be issued for any day on which the card is used for meals, and any charges above the GSA amounts, or for items not reimbursable under the policy such as alcoholic beverages, would be the Official's responsibility to repay. The Official would return the card to the Finance Department, along with itemized receipts for all charges, within ten (10) working days of returning from travel. This option provides an alternative for Officials who prefer not to pay meal costs out of pocket, while keeping spending within the same federal limits.

RECOMMENDATION

It is recommended that the City Council approve the revised City Council and Elected Officials Travel Policy.

BUDGET (or FISCAL) IMPACT:
No impact to the General Fund is anticipated as a result of these revisions, as this is an administrative policy clarification.

Prepared By: Ernie Reyna, Assistant City Manager

Attachments:
1. City Council and Elected Officials Travel Policy - Redline.docx

	City of Perris **Administrative Policy**
	POLICY: CITY COUNCIL AND ELECTED OFFICIALS TRAVEL POLICY
	ADOPTED: 2/14/06, REVISED: 9/25/18, ***REVISED: 08/26/25, REVISED: 10/13/2026***

APPLICABILITY

This policy applies to the City Council and members of any other Board or Commission created by act of the City Council.

FINDINGS

Whereas, the City of Perris takes its stewardship over the use of its public resources seriously.

Whereas public resources should only be used when there is a substantial benefit to the City of Perris.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials:
2. Participating in regional, state, and national organizations whose activities affect the City of Perris;
3. Attending educational seminars designed to improve official's skill and information levels; and
4. Promoting public service and morale by recognizing such service.

Whereas, this policy satisfies the requirements of Government Code sections 53232.2 and 53232.3. These Government Code sections were created by Assembly Bill 1234-2006 (AB 1234) and state that such a reimbursement policy may specify what constitutes reasonable rates for travel, lodging, and other expenses. If a policy does not specify reimbursement rates, then the reimbursable rates default to those in the Internal Revenue Service guidelines.

1. Authorized Expenses

Authorized attendance at conferences, meetings, and seminars or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official representation of the City in order to:

a. Communicate with representatives of regional, state and national government on City adopted policy positions.

b. Attend training schools, seminars, symposia, conferences, hearings, conventions or other meetings

c. Participate in local, regional, state, and national organizations whose activities affect the City's interest.

d. Recognize service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost).

e. Attend City events.

f. Implement a City approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.

g. Other meetings as required to further the City's interests.

Examples of personal expenses that the City of Perris will not reimburse include, but are not limited to:

1. The personal portion of any trip:
2. Political or charitable contributions or events:
3. Alcoholic beverages
4. Family expenses, including partner's expenses when accompanying officials on agency-related business, as well as children or pet-related expenses;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal loss incurred while on City of Perris business.

1.1 Transportation

The most economical mode and class of transportation reasonably consistent with safety, scheduling needs, and cargo space requirements, and other applicable considerations, must be used, via the most direct and time-efficient route. Government and group rates must be used when available and appropriate.

1.1.1. Airfare: The lowest reasonably available main cabin airfare rates, or equivalent thereto, are presumed to be the most economical and reasonable for purposes of reimbursement, except when other considerations (safety, accessibility, etc.) reasonably justify other arrangements.

1.1.2. Automobile: Personal automobile mileage is reimbursed at Internal Revenue Service rates presently in effect, calculated from the Official's regular workplace to the business

destination, or from the Official's residence if the Official travels directly from home, whichever results in the lesser mileage. The mileage reimbursement does not include parking or bridge and road tolls, which may also be reimbursable. Valet parking is reimbursable if the rates are reasonably comparable to self-parking or if self-parking is not available.

1.1.3 Car Rental: Car rentals, and fuel related thereto, may be reimbursable when other means of ground transportation are not reasonably available or if the car rental rates are more economical than other means of ground transpiration (e.g. two (2) or more travelers are sharing a car rental(s).

1.1.4.Other Reimbursable Transportation Expense: Taxis, shuttle, transit, hired vehicle, tolls and app-based ride share fares may be reimbursed, including up to a 20 percent gratuity per fare, when the cost of such fares is equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is reasonable for time/travel-efficiency.

1.2. Lodging

Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1.2.1. Conferences/Meetings: If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting if such rates are available at the time of booking. If the group rate is not available, lodging accommodation comparable to the lodging provided in connection with a conference, which does not substantially increase costs or interfere with an Official's duties, are presumed to be reasonable and hence reimbursable for purpose of this policy.

1.2.2. Other Lodging: Hotel reservations should be made in advance in order to secure government rates. If government rates are not available, lodging accommodation (including hotels, motels, residence rental, etc.) in an area that is safe and provides reasonable transportation access to conduct the City's business are presumed to be reasonable and hence reimbursable for purposes of this policy.

1.3. Meals

Meal expenses shall be paid on a per diem basis, without receipts, either in advance or after the trip, based on per diem rates found on the U.S. General Services Administration's website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). Per Diem for the first and last calendar day of travel shall be paid at 75% of the daily per diem rate. Per diem is provided to cover meals and incidentals. Incidentals include fees and tips given to porters, baggage carriers, and hotel staff. Per diem rates are set at the levels prescribed by the United States Government and rates vary by destination City.

1.3.1. Deduction for Provided or Official-Paid Meals: If a meal is provided to an Official at no direct cost — including a meal included in a conference or seminar registration fee, a complimentary meal provided by a hotel or event sponsor, or a meal paid for by the City on the Official's behalf — the per diem otherwise payable for that day shall be reduced by the amount allocated to that meal under the GSA's Meals and Incidental Expenses (M&IE) breakdown for the applicable per diem locality. A continental breakfast, reception with light hors d'oeuvres, or similar refreshment that does not constitute a full meal shall not result in a reduction. Officials shall promptly notify the Finance Department of any provided or Official-paid meals so that the

per diem payment may be adjusted accordingly.

1.3.2. Use of City Credit Card for Per Diem: In lieu of receiving a per diem payment, an Official may check out a City credit card through the Finance Department prior to travel for use toward meals and incidental expenses. When a City credit card is used for this purpose, the Official must follow the meal guidelines published on the U.S. General Services Administration's website referenced in Section 1.3 and must keep all charges within the designated GSA amounts for the destination, including the 75% rate for the first and last calendar day of travel and any reduction for provided meals under Section 1.3.1. A per diem payment will not be issued for any day on which the City credit card is used for meals. Charges that exceed the GSA amounts, or that are for items not reimbursable under this policy, such as alcoholic beverages, are the responsibility of the Official and must be repaid to the City. The Official must return the credit card to the Finance Department, along with itemized receipts for all charges, within ten (10) working days of returning from travel.

1.4 Internet

Officials may be reimbursed for reasonable internet access connection and/or usage fees away from home, if such access is necessary for City-related business.

1.5. Airport Parking

The most economical and reasonable parking option should generally be used. Long-term parking should be used for travel exceeding 24 hours, except when other considerations (safety, accessibility, etc.) reasonably justify other parking arrangements.

1.6. Other

1.6.1. Registration fees and applicable materials related to, for example, attendance at a conference, if paid directly the Official, are reimbursable.

1.6.2. Tipping is considered an appropriate expense, not to exceed 20%; however, the amount must be reasonable and for appropriate services such as food servers, taxi, or rideshare, or other appropriate attendants. Per diem for incidentals includes fees and tips given to porters, baggage carriers, and hotel staff.

1.6.3. Baggage handling fees for up to one piece of luggage per Elected Official will be reimbursed.

COMPLIANCE WITH LAWS

City Officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. Generally, agency expenditures are public records subject to disclosure under the Public Records Act.

VIOLATION OF THIS POLICY

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges; (2) a demand for restitution to the City; (3) the agency's reporting the expenses as income to the Official to state and federal

tax authorities; and (4) prosecution for misuse of public resources.

CITY OF PERRIS

10.I

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Approve a Professional Services Agreement between the City of Perris and CG Resources Management and Engineering, Inc. for National Pollutant Discharge Elimination System Assistance and Water Quality Management Program Review and Inspection Services in the amount not to exceed $70,000.00 for a three (3) year contract term.

REQUESTED ACTION:

That the City Council:

1. Approve a Professional Services Agreement between the City of Perris and CG Resources Management and Engineering, Inc. for National Pollutant Discharge Elimination System Assistance and Water Quality Management Program Review and Inspection Services in the amount not to exceed $70,000.00 for a three (3) year contract term; and
2. Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

Compliance with the National Pollutant Discharge Elimination System (NPDES) and Water Quality Management Program (WQMP) are essential to the City of Perris's private development and Capital Improvement Program projects. Both NPDES and WQMP are complex and specialized fields and CG Resources Management and Engineering, Inc. as an established, qualified and recognized professional in the State of California on water quality provisions, has satisfactorily provided NPDES assistance and WQMP review and inspection services for the City of Perris' Engineering Department, Development Services Department and Public Works Department since 2013.

Staff has determined that it is in the City's best interest to engage CG Resources Management and Engineering, Inc. for these services. CG Resources Management and Engineering, Inc. has the technical expertise required to support the City's water quality provision needs. Staff has developed a strong and effective working relationship with CG Resources Management and Engineering, Inc. who is well

acquainted with the City's operational needs and procedures. Given this background, staff recommend awarding the contract to CG Resources Management and Engineering, Inc.

On October 10, 2023, City Council approved a Professional Services Agreement between City of Perris and CG Resources Management and Engineering, Inc. in an amount not to exceed $68,150.00 for a three (3) year contract term.

This request is for a new three (3) year Professional Services Agreement in the amount not to exceed $70,000.00. The rate per hour for the services is $165.00 for years 2026 and 2027 and $170.00 for year 2028 (3% increase).

The contract amount will be offset by private development fees and the budgeted Capital Improvement Program funds.

Staff recommends that the City Council 1) Approve a Professional Services Agreement between the City of Perris and CG Resources Management and Engineering, Inc. for National Pollutant Discharge Elimination System Assistance and Water Quality Management Program Review and Inspection Services in the amount not to exceed $70,000.00 for a three (3) year contract term; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund. The cost of the services will be attained through land development project fees and the Capital Improvement Program funds.

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. - Professional Services Agreement between the City of Perris and CG Resources Management and Engineering, Inc.

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
CG RESOURCE MANAGEMENT AND ENGINEERING, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 10th day of October, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and CG RESOURCE MANAGEMENT AND ENGINEERING INC., a California corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

A. Pursuant to the Perris Municipal Code, City has the authority to enter into and execute this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which may be referred to herein as the "**services**" or "**work**" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; b) all materials used for services will be both of good quality as well as fit for the purpose intended; and, c) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.

1.2 **Consultant's Proposal.** The Scope of Services shall include the scope of services or work included in 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 or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

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

City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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 and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Additional Services and Compensation. 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 to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

1.7 Software and Computer Services. If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.

1.8 Prevailing Wages. If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more,

Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.9 **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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Seventy Thousand Dollars and Zero Cents ($70,000.00)** ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by 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, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

2.2 **Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall

be no later than October 9, 2029 ("**Term**").

3.3 **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** and incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

3.4 **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 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 City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City 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 City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is Cynthia Gabaldon, P.E., CPSWQ, CPESC, QSD/P, QISP, ToR, President, 909-455-8520 cynthia.gabaldon@cgrme.com, who is authorized to act on Consultant's 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 their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is John Pourkazemi, PE, City Engineer, 951-956-2120, JPourkazemi@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

4.3 **Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the City Manager or by their delegate as provided for in writing.

4.4 **Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers,

employees, agents or subcontractors, 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 officers, employees, agents or subcontractors, are officers, employees or agents 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. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other entity to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

(b) **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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) **Automobile Liability.** A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than $1,000,000 combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $2,000,000 per claim and no less than $4,000,000 general aggregate.

(e) **Cyber Liability.** Reserved.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

(g) **Subcontractors.** In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Consultant shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Consultant shall furnish to City all documentation, required in Article 5 for Consultant, for each subcontractor. All

coverages for subcontractors shall include all of the requirements stated herein.

5.2 General Insurance Requirements.

(a) Proof of Insurance, Enforcement and Notice. No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

(b) Cancellation/Amendment. All of herein required policies of insurance shall provide the insurance may not be amended or cancelled by insurer or any Party hereto without providing thirty (30) calendar days prior written notice (with exception of ten (10) calendar days prior written notice for nonpayment) to City. In the event any of said policies of insurance are amended or cancelled, Consultant shall, five (5) business days prior to the cancellation date, submit new evidence of insurance in conformance with this Agreement to City.

(c) Additional Insureds. The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any

kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein 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.

(e) **Limitations, Self- Insured Retention and Deductibles.** Consultant agrees that requirements of Article 5 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 nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3. All insurance policies must specify that where the primary insured does not satisfy any self-insured retention, any additional insured may satisfy the self-insured retention. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City Parties, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, attorneys' fees, defense expenses and claims.

5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities

occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

(c) **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 Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City 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. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/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, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall

provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant 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 City.

6.3 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, 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; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement 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. 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination

or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Consultant and Opportunity to Cure. In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.4 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and 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 City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed the City therefor.

7.5 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, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, 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 Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any

other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. 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 Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either 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.

7.8 **Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 **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, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant 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 Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant 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 Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. 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.

8.3 **Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class 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, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 **Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to the Contract Officer at City of Perris, 101 N. "D" Street, Perris, CA 92570, and in the case of Consultant, to the person(s) 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, headings used, or any other rule of construction which might otherwise apply.

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

9.4 **Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. 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 prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to

or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

9.5 **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.

9.6 **No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.

9.7 **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) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
CG RESOURCE MANAGEMENT AND ENGINEERING INC., a California corporation

By: _____
Name: Cynthia Gabaldon
Title: President

By: _____
Name:
Title:

Address: 2105 Foothill Blvd., Ste. B-135
La Verne, CA 91750

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Consultant's Proposal and as detailed below:

CG Resource Management and Engineering Inc. (CG Engineering) is pleased to present a proposal to provide services for on-call NPDES MS4 Permit Assistance and WQMP Plan Check Services.

The scope provided is a summary of the general tasks that occur on an annual basis. The scope is not full or part time, but would be considered interim, as- needed. The scope also includes the scope of work for both Preliminary and final WQMP reviews.

The 2026-2027 Permit year is going to be different than some in the past as the revised MS4 Permit is due to be adopted in Fall 2026. CGRME is already providing meeting attendance and representation at the Permit Renewal and the TMDL meetings.

Task 1 – Meeting Attendance and Communications

During the 2026-2027 Permit year there are multiple meetings that will be required to provide representation for the City. These include:

- Monthly Permittee Meetings: Open and closed meetings. These meetings are once a month (currently virtual except for one in person per quarter). Typically, less than 1 hour per month. Occasionally there are additional closed meetings if a situation arises that the Permittees need to discuss.
- TMDL Meetings: The Canyon Lake/Lake Elsinore TMDL meetings are currently held virtually once per month. Approximately 1 hour per month.
- Permittee Permit Meetings: The meetings will vary by agenda and need. Starting in November 2026, there will be Permittee meetings to update the regional and city-specific documents.

Task 2- Permit Renewal Reviews

At the time of this proposal, Regional Water Board MS4 Permit Tentative Order has generally been completed, with only final comments and adoption to be completed. There may be two to three specific meetings to address the new MS4 Permit in the Fall of 2026.

Task 3 – Annual Report Assistance

An annual task for all Permittees is to prepare the city specific annual report. The County provides a template each year and the City gathers the data, prepares the text and compiles the appendices. This process typically begins mid-to-late July. There is data that will need to be requested of other internal City

departments. This data will need to be gathered by mid-August, analyzed and compiled by mid-September and the report completed by the beginning of October.

CGRME has historically assisted with this task. The expected time for this task will vary on needs, but historically between 6 and 15 hours were required.

Task 3 – Citywide General Stormwater Assistance

The typical requests may include but not be limited to:

- City specific MS4 implementation – respond to questions from the City inspectors; assist with specific requests
- Outfall inspections – provide outfall inspections, photographs, documentation and sampling as required in the Permit.
- Industrial, Commercial and Construction Inspections – assistance and oversight to inspection staff.
- SMARTs Assistance – This scope includes project data entry, annual report data entry, NOI and NOT management.

Task 4 -Training

In the 2026-2027 Permit year, and each year thereafter, there will be a need to provide training to various City departments. This training is required by the Permit. Training will include:

- Planning – Training for new staff on the WQMP requirements and general watershed planning. (Planning Staff is billed directly for this scope)
- NPDES Staff – General training on the MS4 Permit and the LIP implementation.
- Engineering Staff - General training on the MS4 Permit and the LIP implementation.
- Inspection staff – on-going training for the Industrial, Commercial and Construction inspections.

Task 5 – As Needed Assistance

In the day-to-day implementation of the MS4 Permit, varying issues can arise. While unknown at this time, a few hours a month should be expected to answer questions or assist with City implementation.

Estimated Fees

The following tasks are estimated for budgeting.

Task	Hours	Hours	Fees
Task 1	Meetings	40	6,600
Task 2	Annual Report	15	2,475
Task 3	General Stormwater Assistance	30	4,950
Task 4	Training	10	1,650
Task 5	As Needed Assistance	24	3,960
Total			19,635

2026 -2027 Rate is $165/hour. Hourly rate will remain the same until 2028. In 2028 a 3% increase will be included. Mileage is included in the fees.

For budgeting purposes, $20,000 should be planned for the year 2026-2027. Key tasks (Permit review or a site inspection issues for examples) could increase. When special requirements are requested, the City will be notified. Only hours used will be billed.

WQMP Plan Checks

Task 1 – Preliminary WQMP Assessment

Phase I Preliminary WQMP (P-WQMP) Assessment of Project and Programs

The first phase of the work shall consist of a complete assessment of the demands of the project, based upon meetings with city staff and review of appropriate plans and documents. Contractor services shall include but not be limited to the following items:

1.1.1 Contractor and City shall verify need for a P-WQMP based on Riverside County WQMP requirements, project size, and development proposal. For water quality purposes, acreage shall be calculated using the gross acreage of the development, excepting there from portions of the site plan labeled "Not A Part," using the latest information available from the Riverside County Tax Assessor's Parcel Book.

1.1.2 Contractor shall attend a minimum of one (1) Staff Review Committee meeting, where consultant shall actively participate and confer with members of the Committee. This meeting includes departmental staff of the affected city agencies gathering necessary documents, and information deemed pertinent to assessment of demands of the project.

1.1.3 City shall identify a City staff member who will be the single point with Contractor, and to provide Contractor with background information necessary for the proposed development's P-WQMP review, and other proposed development processing materials including: forms, plans, project details, schedules, agendas, etc.

1.1.4 Contractor shall analyze regional and local plans and documents deemed pertinent to the review of the proposed P-WQMP including the Santa Ana River Basin Plan, TMDL for Canyon Lake and Lake Elsinore, Riverside County Water Quality Management Plan For Urban Run-Off, and Board Order R8-2010-0033 NPDES Permit # CAS618033 (and the Revised 2026 Order when adopted), and other documents as deemed appropriate.

2.0 Phase II Preliminary Water Quality Management Plan Review

The Contractor shall completely and accurately review all narratives, supporting studies, maps, exhibits, documents and specifications submitted in conjunction with the P-WQMP document. The Contractor shall provide a redlined set of plans and corresponding correction list, in the event that the P-WQMP is found to be unacceptable. Contractor services shall include but not be limited to, the following items:

1.2.1 Contractor shall ensure that a complete project description, as defined in Section A of the Riverside County WQMP Manual, has been included in the plan. Subtasks may include, but are not limited to the following:

-Review of location of proposed/existing drainage facilities such as storm drains, channels, catch basins, in/outlet structures

-Review of on-site structural BMP's including ribbon gutter, catch basins, storm drains, bioswales, clean-water filter units, fossil filters, dual purpose detention basins for selection, location and initial sizing.

-Description and map of the watershed, and issues unique to the sub-watershed in which the project is located, including overall watershed and receiving waters which the project will directly or indirectly discharge

-Review of proposed buildings and site plans for site design BMP's, including minimizing impervious surfaces, and reducing direct connections between impervious areas.

-Review of intended uses and standard industrial classification codes to determine possible pollutants.

1.2.2 Contractor shall insure that a complete and accurate site characterization, as defined in Section A of the Riverside County WQMP Manual, has been included in the plan. Subtasks may include, but are not limited to the following:

-Review past, existing and proposed site conditions, including actual use, and existing/proposed zoning.

-Review of the condition of the watershed in which the project is located including name(s) of receiving waters that the site will directly or indirectly discharge; identification of any 303 (d) listed impairments; any TMDLs for the identified receiving

waters; and designated beneficial uses of the identified receiving waters as well as the proximity of the project to any receiving waters that carry a Rare beneficial use designation.

1.2.3 Contractor shall ensure that the plan has completely and accurately identified all pollutants of concern, as defined in Section A of the Riverside County WQMP Manual. The identified pollutants shall be based on the site characterization information and shall be compared against the pollutants identified as causing impairments in the listed receiving waters. These identified pollutants shall also be used as the basis for the selection of site-specific BMP's. Sub tasks may include but are not limited to the following:

-Review the identification of the proximate receiving waters, for consistency with the most recent hydrologic unit numbers assigned in Santa Ana River Basin Plan.

-Review the identified list of receiving waters and compare against the CWA Section 303 (d) list of impaired water bodies. List all pollutants for which the water body has been designated as impaired.

-Review the latest literature from CASQA, USEPA, SWRCB, and other reputable reference sources for the most common potential pollutants associated with the proposed type of development.

-Compare the list of pollutants for which the proximate receiving water is impaired with the pollutants expected to be generated by the project.

1.2.4 Contractor shall ensure that the plan has preliminarily identified required LID Site Optimization elements throughout the project site as described in Section B of the Riverside County WQMP Manual.

1.2.5 Contractor shall ensure that the plan has preliminarily identified the Drainage Management Areas, as defined in Section C of the Riverside County WQMP. Sub tasks may include but are not limited to the following:

-Where such conditions have been identified, consultant shall ensure that the plan has preliminarily identified mitigation in accordance with the methodologies described in Section C of the Riverside County WQMP.

- All appropriate tables are to be completed in Section C.

1.2.6 Contractor shall insure that the plan has preliminarily identified and described the planned implementation of the required LID types as presented in Section D including: Infiltration Applicability, Harvest and Use Assessment, Bioretention and Biotreatment Assessment.

- The Feasibility Assessment Summaries will be completed as necessary

- The LID BMP Sizing requirements and tables are preliminarily met.

1.2.7 Contractor shall ensure that the plan has preliminarily identified and described the planned implementation of the required Alternative Compliance selections as presented in Section E. (when approved by the Water Board; not active at time of writing)

1.2.8 Contractor shall insure that the plan has preliminarily identified and described the planned implementation of the required LID design is adequate to address water quality requirements, confirmation will need to assess if the proposed LID Design may still create a HCOC. If the project meets one of the following criteria which will be indicated by the check boxes below, no need to address Hydromodification at this time. However, if the project does not qualify for Exemptions 1, 2 or 3, then additional measures must be added to the design to comply with HCOC criteria

1.2.9 Contractor shall provide an evaluation of the submitted source control BMPs for compliance with the goals and objectives stipulated in Sections F and Appendix 8 of the Riverside County WQMP. The Contractor shall evaluate the adequacy of the proposed BMP's, and when necessary, provide recommendations for more effective site-specific BMP's. Contractor shall ensure that the proposed BMP's address both the identified pollutants and the activities unique to the proposed development project. Sub tasks may include but are not limited to the following:

- Contractor shall insure that the proposed site specific WQMP includes each non-structural source control BMP listed in Section F, or that the plan provides adequate justification for omitting the BMP.

1.2.10 Section H is not addressed in the P-WQMP phases of submittals. This section will be completed and addressed at the time of the final WQMP plan check.

1.2.11 Section I is not addressed in the P-WQMP phases of the submittals. This section will be completed and addressed at the time of the final WQMP plan check.

3.0 Phase III P-WQMP Red-Line Plan Comments and/or Conditions of Approval

1.3.1 The Contractor shall provide complete, accurate and timely written comments, as well as "redlined" drawings of submitted plans and supporting documents that are found to be unacceptable or incomplete. Contractor shall prepare a complete, accurate and timely written set of Conditions of Approval, utilizing the City's standardized format, describing the specific requirements necessary for approval of any site-specific P-WQMP found to be acceptable to the City of Perris. The Contractor shall provide assistance to the City of Perris, and project applicant as it relates to all comments, redlines and/or conditions of approval prepared by Contractor. Contractor services shall include but not be limited to, the following items:

- Contractor shall review site specific WQMP's of various development and significant redevelopment projects based on City requirements, and comment in writing to City Staff any concerns regarding site design and the other standards identified in the Riverside County WQMP. The format of the written comments shall be determined by the City of Perris, and may include a written correction letter or internal memorandum.

- Contractor shall prepare and provide project applicant with a redlined set of drawings, documents or other supporting materials indicating the general nature of corrections, disputed findings, or plan revisions to be made.

- Contractor shall develop a set of conditions of approval unique to the proposed development for use by the Development Services Department-Division of Planning, during the "land use entitlement permit" stage. At a minimum, Contractor shall condition the proposed project to submit a Final WQMP to the Public Works Department-Engineering Administration Division for review and approval, prior to the issuance of any grading permits. The format of the Conditions of Approval shall be determined by the City of Perris, and shall include the standard City format.

-If necessary, Contractor shall be available and attend, at the sole discretion of the City, up to one (1) meeting with City staff and the project applicant to discuss or elaborate on Contractor comments.

-If necessary, Contractor shall be available and attend, at the sole discretion of the City, up to one (1) meeting with the approving authority for the discretionary permit under consideration (i.e. City Council or Planning Commission), for the purpose of making a presentation or answering questions concerning conditions of approval for the site-specific P-WQMP.

- Contractor shall provide initial plan check comments and redlined drawings, or a final set of conditions of approval to the City no later than two weeks after receiving the P-WQMP transmittal from the City. Contractor shall return a final set of conditions of approval, or a second set of plan check comments to the City within one week of receiving any revised set of plans.

- Contractor shall diligently monitor all P-WQMP plan checks under the review of consultant to ensure compliance with the review time frames noted above, until such time as the project applicant receives approval of the proposed P-WQMP. Upon written notice by the City, Contractor shall deliver a complete and accurate log of plan check status.

4.0 Phase IV P-WQMP General Services and Requirements and Responsibilities

Contractor services for this phase of work, shall include but not be limited to, the following items:

1.4.1 Contractor shall designate a senior staff member as project manager. Said staff member shall be the consultant's primary liaison with the City for all matters relating to this project for the entire term of the Agreement.

1.4.2 Contractor shall be responsible for retaining any necessary sub-contractor. All sub-contractors shall answer directly to the Contractor. City approval of any proposed subcontractor will be required prior to the execution of the Agreement.

1.4.3 Contractor shall be responsible for delivery of all documents, plans, specifications, etc. to agencies, districts, and city departments. City shall be responsible for transmittal of P-WQMP submittals to Contractor.

1.4.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in contractor products delivered, which are discovered subsequent to the completion of the review process.

1.4.5 Contractor shall prepare and maintain a "Schedule of Performance" to include realistic periods for initial reviews, final design review, and submittal of conditions of approval.

1.4.6 Contractor shall submit invoices to the City at 100% percent completion of the project. Each invoice will be itemized and show tasked performed, and the percentage of completion lump sum payment is due.

1.4.7 If the proposed project has not received an approved land use permit within 12 months of SRC meeting, due to the applicant's failure to submit corrections to the proposed P-WQMP, Contractor shall submit a percent complete payment invoice to the City based hours executed to-date. At the sole discretion of the City, if the project has not received an approved land use permit, within 18 months of SRC meeting, City may release the final 100% completion payment to Contractor. Notwithstanding the foregoing concerning the 18-month land use entitlement permit status, Contractor shall submit an invoice for the final 100% progress payment to City at the termination of this Agreement. Each invoice will be itemized and show tasked performed, and the percentage of completion lump sum payment due.

1.4.8 Contractor shall be available to answer questions regarding the project scope, documents, milestones, plans, specifications, etc. through various methods including meetings, telephone calls, e-mails, and/or written correspondence.

1.4.9 Preliminary WQMP reviews will be billed at a fixed-fee cost of $2,400.

Task 2 - Final WQMP Assessments

Phase I: Final WQMP Assessment of Project and Programs

The first phase of the work shall consist of a complete assessment of the demands of the project, based upon meetings with city staff and review of appropriate plans and documents. Contractor services shall include but not be limited to the following items:

2.1.1 Contractor and departmental staff shall verify size and scope of Basic, Standard, or Complex project review. Basic Reviews shall be conducted for all commercial or professional zoned, all industrial zoned, and all residential zoned properties less than or equal to eight (8) acres, five (5) acres, and nineteen (19) acres, respectively. Standard Reviews shall be conducted for all commercial or professional zoned, all industrial zoned, and all residential zoned properties less than or equal to twenty-three (23) acres, eighteen (18) acres, and fifty (50) acres, respectively. Complex Reviews shall be conducted for all commercial or professional zoned, all industrial zoned, and all residential zoned properties greater than or equal to twenty-three and one tenth (23.1) acres, eighteen and one tenth (18.1) acres, and fifty and one tenth (50.1) acres, respectively. In accordance this proposal, additional services for Basic, Standard, or Complex project reviews may also be determined based on the specific development characteristics, including but not limited to: type of industrial, commercial and residential activities, location of receiving waters relative to proposed development site, and changes in hydrologic conditions of concern resulting from the proposed development. For water quality purposes, acreage shall be calculated using the gross acreage of the

development, excepting therefrom portions of the site plan labeled "Not A Part," using the latest information available from the Riverside County Tax Assessor's Parcel Book .

2.1.2 Meet with departmental staff of the affected city agencies to gather necessary documents, and information deemed pertinent to assessment of demands of the project. Identify a City staff member who would be the single point of contact with the responsibility for providing the background information necessary for the specific project's WQMP review, and review the City's materials (forms, internal processes), and proposed deliverables.

2.2.2 Contractor shall analyze regional and local plans and documents deemed pertinent to the review of the proposed F-WQMP including the Santa Ana River Basin Plan, TMDL for Canyon Lake and Lake Elsinore, Riverside County Water Quality Management Plan For Urban Run-Off, and Board Order R8-2010-0033 NPDES Permit # CAS618033 (and the 2026 Order when adopted), and other documents as deemed appropriate. Any changes since P-WQMP approval shall be documented.

2.0 Phase II Final Water Quality Management Plan Review

The Contractor shall completely and accurately review all narratives, supporting studies, maps, exhibits, documents and specifications submitted in conjunction with the F-WQMP document. The Contractor shall provide a redlined set of plans and corresponding correction list, in the event that the F-WQMP is found to be unacceptable. Contractor services shall include but not be limited to, the following items:

2.2.1 Contractor shall ensure that a complete project description, as defined in Section A of the Riverside County WQMP Manual, has been included in the plan. Subtasks may include, but are not limited to the following:

-Review of location of proposed/existing drainage facilities such as storm drains, channels, catch basins, in/outlet structures

-Review of on-site structural BMP's including ribbon gutter, catch basins, storm drains, bioswales, clean-water filter units, fossil filters, dual purpose detention basins for selection, location and initial sizing.

-Description and map of the watershed, and issues unique to the sub-watershed in which the project is located, including overall watershed and receiving waters which the project will directly or indirectly discharge

-Review of proposed buildings and site plans for site design BMP's, including minimizing impervious surfaces, and reducing direct connections between impervious areas.

-Review of intended uses and standard industrial classification codes to determine possible pollutants.

2.2.2 Contractor shall ensure that a complete and accurate site characterization, as defined in Section A of the Riverside County WQMP Manual, has been included in the plan. Subtasks may include, but are not limited to the following:

-Review past, existing and proposed site conditions, including actual use, and existing/proposed zoning.

-Review of the condition of the watershed in which the project is located including name(s) of receiving waters that the site will directly or indirectly discharge; identification of any 303 (d) listed impairments; any TMDLs for the identified receiving waters; and designated beneficial uses of the identified receiving waters as well as the proximity of the project to any receiving waters that carry a Rare beneficial use designation.

2.2.3 Contractor shall ensure that the plan has completely and accurately identified all pollutants of concern, as defined in Section A of the Riverside County WQMP Manual. The identified pollutants shall be based on the site characterization information, and shall be compared against the pollutants identified as causing impairments in the listed receiving waters. These identified pollutants shall also be used as the basis for the selection of site-specific BMP's. Sub tasks may include but are not limited to the following:

-Review the identification of the proximate receiving waters, for consistency with the most recent hydrologic unit numbers assigned in Santa Ana River Basin Plan.

-Review the identified list of receiving waters and compare against the CWA Section 303 (d) list of impaired water bodies. List all pollutants for which the water body has been designated as impaired.

-Review the latest literature from CASQA, USEPA, SWRCB, and other reputable reference sources for the most common potential pollutants associated with the proposed type of development.

-Compare the list of pollutants for which the proximate receiving water is impaired with the pollutants expected to be generated by the project.

2.2.4 Contractor shall insure that the plan has preliminarily identified required LID Site Optimization elements throughout the project site as described in Section B of the Riverside County WQMP Manual.

2.2.5 Contractor shall ensure that the plan has preliminarily identified the Drainage Management Areas, as defined in Section C of the Riverside County WQMP. Sub tasks may include but are not limited to the following:

-Where such conditions have been identified, consultant shall ensure that the plan has preliminarily identified mitigation in accordance with the methodologies described in Section C of the Riverside County WQMP.

- All appropriate tables are to be completed in Section C.

-The DMA map is included and complete as required

2.2.6 Contractor shall insure that the plan has preliminarily identified and described the planned implementation of the required LID types as presented in Section D including: Infiltration Applicability, Harvest and Use Assessment, Bioretention and Biotreatment Assessment.

- The Feasibility Assessment Summaries will be completed as necessary

- The LID BMP Sizing requirements and tables are complete.

2.2.7 Contractor shall insure that the plan has preliminarily identified and described the planned implementation of the required Alternative Compliance selections as presented in Section E. (when approved by the Water Board; not active at time of writing)

2.2.8 Contractor shall insure that the plan has preliminarily identified and described the planned implementation of the required LID design is adequate to address water quality requirements, confirmation will need to assess if the proposed LID Design may still create a HCOC. If the project meets one of the following criteria which will be indicated by the check boxes below, there is no need to address Hydromodification at this time. However, if the project does not qualify for Exemptions 1, 2 or 3, then additional measures must be added to the design to comply with HCOC criteria

-Where such conditions have been identified, consultant shall ensure that the plan has provided mitigation in accordance with one of the methodologies described in Sections D and E of the Riverside County WQMP.

-Review Hydrology Study prepared by registered civil engineer detailing the flow rates and volumes for the 2-year, 10-year, 24 hour, and 100-year storm event.

-Review of the soils report prepared for the project for the purpose of determining soil infiltration capacity and depth to groundwater.

-Where such conditions have not been identified, consultant shall ensure that the plan has demonstrated through sufficient evidence including documents, maps, and studies that the project will not significantly impact stream habitat in proximate receiving waters.

-Where such conditions have not been identified, consultant shall ensure that the plan has demonstrated through sufficient evidence including documents, maps, and hydrology studies that the pre-project and post project run-of flow rates, volumes, velocities and duration approximate one another.

-Review vector control ordinance and regulations to ensure that proposed BMP's will not violate local standards.

2.2.9 Contractor shall provide an evaluation of the submitted source control BMPs for compliance with the goals and objectives stipulated in Sections F and Appendix 8 of the Riverside County WQMP. The Contractor shall evaluate the adequacy of the proposed BMP's, and when necessary provide recommendations for more effective site-specific BMP's. Contractor shall ensure that the proposed BMP's address both the identified pollutants and the activities unique to the proposed development project. Sub tasks may include but are not limited to the following:

- Contractor shall ensure that the proposed site specific WQMP includes each non-structural source control BMP listed in Section F, or that the plan provides adequate justification for omitting the BMP.

2.2.10 Contractor shall insure that the plan completely and accurately describes the Operations and Maintenance Program associated with the proposed development and identifies funding sources for long term and short-term maintenance of the proposed BMP's, as described in Section H, Appendix 8 and Section I of the Riverside County WQMP. Sub tasks may include but are not limited to the following:

- Contractor shall review start dates, maintenance schedules, self-inspection requirements, and shall insure that a specific legal entity has been designated as the party responsible for long-term and short-term maintenance of proposed BMP's.

– Contractor shall, in the course of work, confer with the project applicant and selected staff to determine the appropriate funding mechanism for proposed BMP's. Contractor shall verify the necessity for inclusion of the project site within a landscape and maintenance district and/or flood control maintenance district with the Public Works Department, City Engineering and/or Shepherd and Staats Consulting firm.

- Contractor shall insure that the submitted WQMP includes the required funding mechanism and appropriate maintenance schedule for each proposed BMP. This may include any agreements made between the developer and local agencies, and recorded CC& R's describing HOA or property owners' association's responsibilities.

3.0 Phase III F-WQMP Red-Line Plan Comments and/or Conditions of Approval

2.3.1 The Contractor shall provide complete, accurate and timely written comments, as well as "redlined" drawings of submitted plans and supporting documents that are found to be unacceptable or incomplete. Contractor shall prepare a complete, accurate and timely written set of Conditions of Approval, utilizing the City's standardized format, describing the specific requirements necessary for approval of any site-specific WQMP found to be acceptable to the City of Perris. The Contractor shall provide assistance to the City of Perris, and project applicant as it relates to all comments, redlines and/or conditions of approval prepared by Contractor. Contractor services shall include but not be limited to, the following items:

- Contractor shall review site specific WQMP's of various development and significant redevelopment projects based on City requirements, and comment in writing to City Staff any concerns regarding site design and the other standards identified in the Riverside County WQMP. The format of the written comments shall be determined by the City of Perris, and may include a written correction letter or internal memorandum.

- Contractor shall prepare and provide project applicant with a redlined set of drawings, documents or other supporting materials indicating the general nature of corrections, disputed findings, or plan revisions to be made.

- Contractor shall develop a set of conditions of approval unique to the proposed development, including source control, treatment control, and site design BMP's required for project approval, grading permit issuance, certificate of occupancy, or final inspection release. The format of the Conditions of Approval shall be determined by the City of Perris, and shall include the standard City format.

- Contractor shall include within the site-specific conditions of approval the standard conditions of approval.

-If necessary, Contractor shall be available and attend, at the sole discretion of the City, up to one (1) meeting with City staff and the project applicant to discuss or elaborate on Contractor comments.

-If necessary, Contractor shall be available and attend, at the sole discretion of the City, up to one (1) meeting with the approving authority for the discretionary permit under consideration (i.e. City Council or Planning Commission), for the purpose of making a presentation or answering questions concerning conditions of approval for the site specific WQMP.

- Contractor shall provide initial plan check comments and redlined drawings, or a final set of conditions of approval to the City no later than two weeks after receiving the WQMP transmittal from the City. Contractor shall return a final set of conditions of approval, or a second set of plan check comments to the City within one week of receiving any revised set of plans.

- Contractor shall diligently monitor all WQMP plan checks under the review of consultant to ensure compliance with the review time frames noted above, until such time as the project applicant receives approval of the proposed WQMP. Upon written notice by the City, Contractor shall deliver a complete and accurate log of plan check status.

2.3.2. Final WQMP Approvals and Conditions of Approval

When a project specific WQMP is approved, COA's and an internal approval memo will be prepared. The COAs are provided to the applicant for signature and scanning onto the WQMP Plan COA page. This page is then returned to the City for inclusion into the final document. The internal approval

letter is provided to both City Building and Safety and Engineering. This task typically completes the WQMP approval process. This process can be either handled on-site or via email. Reviewer will confirm that the final WQMP submittal set is complete and ready for City acceptance.

2.3.3 Project Specific WQMP Related Administrative Follow Up

When a project moves forward into construction there are WQMP related tasks that need to be completed:

A) Coordination with the Planners at the time of the Final Map approval that CC&Rs are complete, approved and provided.

B) Remind the owner/builder that all elements of the WQMP must be implemented and approved before project will receive clearance.

2.3.4 Project Specific Grading Plan Reviews and Approvals

When Grading plans are reviewed the following WQMP related tasks must be completed in conjunction with Engineering's approvals. These tasks will be completed on a time and materials basis at an hourly rate of $165/ hour (senior engineer):

A) Rough Grading - Attend project-specific meeting with Engineering to review documents and plans provided by the applicant. Details specific to the approved project-specific WQMP will be addressed at this time. The Rough Grade plans will be reconciled against the WQMP plan. A comment letter and redlines will be provided to Engineering for inclusion into their comment package.

B) Precise Grading – Industrial/Commercial: When precise grade plans come into the City, these plans must be checked against an approved San Jacinto SWPPP or WQMP document. At this time, if no rough grade plan check was performed, the review will include Site, Source and Treatment Control BMP design. This review will also include notification of administrative requirements for all projects, including but not limited to: stenciling, Covenant and Agreements, Parkway LMD requirements, and of on-site education needs.

C) Precise Grading – Residential: When precise grade plans come into the City, these plans must be checked against an approved San Jacinto SWPPP or WQMP document. At this time, if no rough grade plan check was performed, the review will include Site, Source and Treatment Control BMP design. This review will also include notification of administrative requirements for all projects, including but not limited to: stenciling, and notification of ownership education needs.

Phase IV: Final WQMP General Services and Requirements and Responsibilities

Contractor services for this phase of work, shall include but not be limited to, the following items:

2.4.1 Consultant shall designate a senior staff member as project manager. Said staff member shall be the consultant's primary liaison with the City for all matters relating to this project for the entire term of the Agreement.

2.4.2 Contractor shall be responsible for retaining any necessary sub-contractor. All sub-contractors shall answer directly to the Contractor. City approval of any proposed subcontractor will be required prior to the execution of the Agreement.

2.4.3 Contractor shall be responsible for delivery of all documents, plans, specifications, etc. to agencies, districts, and city departments. City shall be responsible for transmittal of WQMP submittals to Contractor.

2.4.4 Contractor shall, at no cost to the City, correct any and all errors and omissions in contractor products delivered, which are discovered subsequent to the completion of the review process.

2.4.5 Contractor shall prepare and maintain a "Schedule of Performance" to include realistic periods for initial reviews, final design review, and submittal of conditions of approval.

2.4.6 Contractor shall submit invoices to the City at 100% completion of the project. Each invoice will be itemized and show tasked performed, and the percentage of completion lump sum payment due. If a project does not complete submittals within 12 months of first submittal, hours expended to date will be submitted for payment.

2.4.7 Contractor shall be available to answer questions regarding the project scope, documents, milestones, plans, specifications, etc. through various methods including meetings, telephone calls, e-mails, and/or written correspondence.

2.4.8 Final WQMP Fees – The fees for the Final WQMP reviews and final processing are:

Commercial	Industrial	Residential	Fees
8	5	19	$2,750.00
23	18	50	$3,500.00
>23.1	>18.1	>50.1	$5,060

2.4.9 WQMP Implementation/Construction Inspection – The fees for the WQMP inspections is the fixed fee of $1500.00.

2.4.10 The revised WQMP Plan Check rates will take effect on January 1, 2027 for the duration of the contract term.

2.4.11 Vehicle charges are included into the plan check fixed fees and the inspection fee.

2026 -2027 Rate is $165/hour. Hourly rate will remain the same until 2028. In 2028 a 3% increase will be included. Mileage is included in the fees.

II. All work product is subject to review and acceptance by City and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

Not Applicable

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the fee schedule in Consultant's Proposal further described in Exhibit A.

II. City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.

III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and as detailed below:

Start of Work anticipated on October 10, 2026 through Project Completion on October 9, 2029.

CITY OF PERRIS

10.J

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement in the amount of $3,735,601.00 between the City of Perris, City of Menifee, Western Riverside Council of Governments and Core 5 Industrial Partners, LLC. for construction of the Ethanac Road Improvements between I-215 Interchange and Sherman Road.

REQUESTED ACTION: That the City Council:

1. Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement in the amount of $3,735,601.00 between the City of Perris, City of Menifee, Western Riverside Council of Governments and Core 5 Industrial Partners, LLC. for construction of the Ethanac Road Improvements between I-215 Interchange and Sherman Road; and
2. Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

Core 5 Industrial Partners, LLC. (Developer) is currently in various stages of developing three industrial buildings (Project), totaling approximately three and a half million square feet, located south of Ethanac Road between Trumble Road and Antelope Road.

The Developer was conditioned to widen Ethanac Road between I-215 and Antelope Road by Cities of Perris and Menifee. Sections of Ethanac Road border both cities with jurisdictional changes occurring through various segments. The entire Ethanac Road between I-215 and Trumble Road is within the City of Perris' jurisdiction and the centerline of Ethanac Road splits the City of Perris and the City of Menifee jurisdictional boundaries between Trumble Road and Sherman Road. The segment of Ethanac Road between Sherman Road and Antelope Road falls fully within the City of Menifee's jurisdiction.

This portion of Ethanac Road is part of the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) network and the Developer is eligible to receive credit

toward the Project's TUMF obligation for the cost incurred to construct the improvements and to receive TUMF credits for the Ethanac Road improvements, the Developer is requesting to enter into an Improvement and Credit/Reimbursement Agreement with the City of Perris, City of Menifee and WRCOG.

According to the TUMF schedule, the three industrial buildings associated with this Project are subject to an estimated overall TUMF obligation of $4,698,174.00. As determined by WRCOG, the maximum estimated cost of the TUMF related improvements along Ethanac Road between I-215 and Antelope Road that are eligible for credit is $8,433,776.00. Therefore, the Developer's estimated potential reimbursement is $3,735,601.00.

Staff recommends that the City Council 1) Approve the Transportation Uniform Mitigation Fee Reimbursement Agreement in the amount of $3,735,601.00 between the City of Perris, City of Menifee, Western Riverside Council of Governments and Core 5 Industrial Partners, LLC. for construction of the Ethanac Road Improvements between I-215 Interchange and Sherman Road; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City the Attorney.

BUDGET (or FISCAL) IMPACT:

No impact to the City's General Fund. All TUMF collection, credit issuance, and reimbursements are processed through WRCOG as the TUMF Program administering agency. Review and approval of credit through WRCOG would be coordinated for future review with all parties to the Agreement, prior to issuance of any credit or reimbursement.

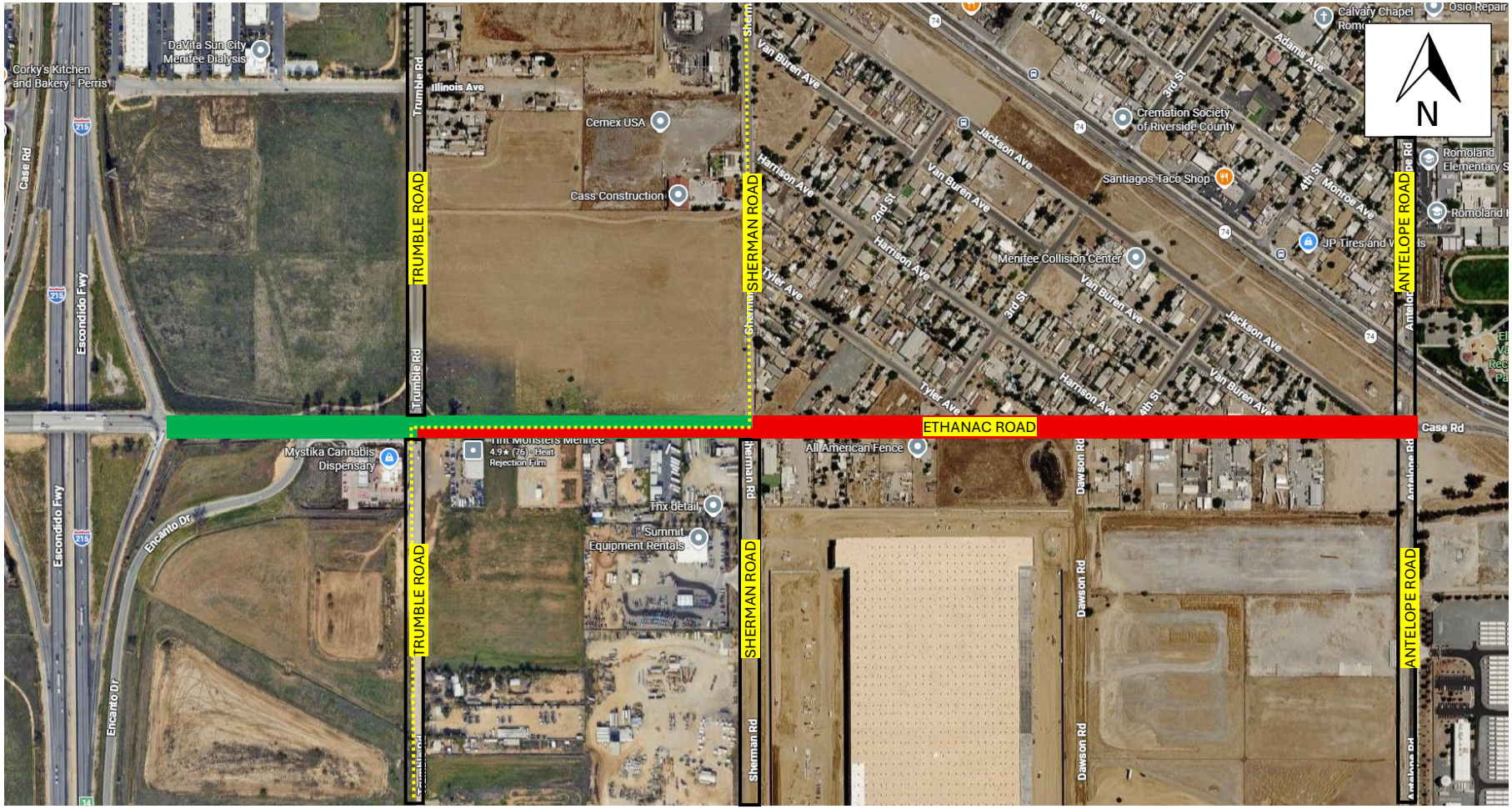
Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Vicinity Map.pdf
2. WRCOG TUMF Funding Agreement - Ethanac Rd. Imp..pdf

ATTACHMENT 1

VICINITY MAP

Vicinity Map



LEGEND

City of Perris Jurisdiction

TUMF Improvements within City of Perris

TUMF Improvements within City of Menifee

ATTACHMENT 2

WRCOG TUMF FUNDING AGREEMENT

IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this ___ day of _____, 2026, (the "Effective Date") by and between the City of Menifee a California municipal corporation ("MENIFEE"), and the City of Perris a California municipal corporation ("PERRIS" and together with MENIFEE referred to collectively as the "AGENCIES"), the Western Riverside Council of Governments, a joint powers Agency, ("WRCOG"), Core5 Industrial Partners, LLC, a Delaware limited liability company with its principal place of business at 300 Spectrum Center Drive, Suite 880, Irvine, CA 92618 ("DEVELOPER"). MENIFEE, PERRIS, and DEVELOPER are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DEVELOPER owns 147.5 acres of real property located within the City of Menifee in the County of Riverside, California, which is more specifically described in the legal description set forth in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, DEVELOPER has requested from MENIFEE certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as construction of Industrial Buildings within Tentative Parcel Map Nos. 38156, 38432, and 39292 ("Project"); and

WHEREAS, the MENIFEE is a member agency of WRCOG, a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program; and

WHEREAS, as part of the TUMF Program, the MENIFEE has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2024 Update" ("2024 Nexus Study"); and

WHEREAS, as a condition to MENIFEE's approval of the Project, MENIFEE has required DEVELOPER to construct certain street and transportation system improvement(s) of regional importance ("TUMF Improvements"); and

WHEREAS, pursuant to the TUMF Program, the MENIFEE requires DEVELOPER to pay the TUMF which covers the DEVELOPER'S fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network; and

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2024 Nexus Study and the 5 year Transportation Improvement Program as may be amended; and

WHEREAS, the AGENCIES, WRCOG and DEVELOPER now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of MENIFEE AND PERRIS, as applicable to improvements within each jurisdiction, (3) to provide a means by which the DEVELOPER's costs for project delivery of the TUMF Improvements and related right-of-way is offset against DEVELOPER's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for DEVELOPER to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds DEVELOPER's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, DEVELOPER and the AGENCIES hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. DEVELOPER shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as street and transportation system improvements generally described as the widening from 2 to 4 lanes on Ethanac Road from I-215 to Dawson Road, and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of DEVELOPER and approved by the AGENCIES, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. DEVELOPER shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the AGENCIES and the owner of such improvement. DEVELOPER further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 Pre-approval of Plans and Specifications. DEVELOPER is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by the AGENCIES. Approval by the AGENCIES shall not relieve DEVELOPER from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, DEVELOPER shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of DEVELOPER'S obligations under this Agreement. DEVELOPER shall conduct

the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to DEVELOPER.

2.3 Public Works Requirements. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, the AGENCIES, DEVELOPER shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) DEVELOPER shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of the AGENCIES with respect to their public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) DEVELOPER shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of the AGENCIES with respect to the construction of their public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with the AGENCIES' standard procedures and requirements.

(e) DEVELOPER and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which the AGENCIES may impose by written notification delivered to DEVELOPER and each such contractor at any time, either prior to the receipt of bids by DEVELOPER for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

DEVELOPER shall provide proof to the AGENCIES, at such intervals and in such form as the AGENCIES may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. DEVELOPER and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. DEVELOPER represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. DEVELOPER warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to TUMF Improvements. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, DEVELOPER shall undertake such design and construction changes as may be reasonably required by the AGENCIES. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to DEVELOPER's surety for this Agreement.

3.0 Maintenance of TUMF Improvements. The AGENCIES shall not be responsible or liable for the maintenance or care of the TUMF Improvements until MENIFEE or PERRIS approves and accepts them. The AGENCIES shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of DEVELOPER at all times prior to MENIFEE or PERRIS'S acceptance of the TUMF Improvements. DEVELOPER shall maintain all of the TUMF Improvements in a state of good repair until they are completed by DEVELOPER and approved and accepted by the AGENCIES, and until the security for the performance of this Agreement is released. It shall be DEVELOPER's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If DEVELOPER fails to properly prosecute its maintenance obligation under this section, the AGENCIES may do all work necessary for such maintenance and the cost thereof shall be the responsibility of DEVELOPER and its surety under this Agreement. The AGENCIES shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance. In no event shall WRCOG be responsible for the maintenance, operation or care of the TUMF Improvements

4.0 Fees and Charges. DEVELOPER shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by the AGENCIES.

5.0 Inspection of TUMF Improvements by the AGENCIES. DEVELOPER shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by the AGENCIES

of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, DEVELOPER shall provide to the AGENCIES such evidence or proof as the AGENCIES shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, DEVELOPER may elect to provide to the AGENCIES a title insurance policy or other security acceptable to the AGENCIES guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by DEVELOPER and approved by the AGENCIES, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the AGENCIES shall be authorized to accept the TUMF Improvements. The AGENCIES may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify DEVELOPER's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, DEVELOPER shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of the AGENCIES without any payment therefore. Notwithstanding the foregoing, the AGENCIES may not accept any TUMF Improvements unless and until DEVELOPER provides one (1) set of "as-built" or record drawings or plans to the AGENCIES for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. DEVELOPER hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by the AGENCIES ("Warranty"). During the Warranty, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of the AGENCIES, and to the approval of the AGENCIES. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, DEVELOPER and its surety hereby agree to extend the Warranty for an additional one (1) year period following the AGENCIES'S acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement

following expiration of the Warranty or any extension thereof. DEVELOPER'S warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If DEVELOPER fails to construct and install all or any part of the TUMF Improvements, or if DEVELOPER fails to comply with any other obligation contained herein, DEVELOPER and its surety shall be jointly and severally liable to the AGENCIES for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If DEVELOPER neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if one or both AGENCIES determine there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, one or both of the AGENCIES may at any time thereafter declare DEVELOPER to be in default or violation of this Agreement and make written demand upon DEVELOPER or its surety, or both, to immediately remedy the default or violation ("Notice"). DEVELOPER shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, one or both of the AGENCIES may provide the Notice verbally, and DEVELOPER shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon the AGENCIES'S issuance of the Notice, DEVELOPER and its surety shall be liable to the AGENCIES for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 Failure to Remedy; the AGENCIES'S Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of DEVELOPER and its surety, without the necessity of giving any further notice to DEVELOPER or surety. The AGENCIES'S right to take such actions shall in no way be limited by the fact that DEVELOPER or its surety may have constructed any of the TUMF Improvements at the time of the AGENCIES'S demand for performance. In the event one or both of the AGENCIES elect to complete or arrange for completion of the remaining work and the TUMF Improvements, one or both of the AGENCIES may require all work by DEVELOPER or its surety to cease in order to allow adequate coordination by the AGENCIES.

10.3 Other Remedies. No action by one or both of the AGENCIES pursuant to this Section 10.0 et seq. of this Agreement shall prohibit one or both of the AGENCIES from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. The AGENCIES may exercise its rights and remedies independently or cumulatively, and the AGENCIES may pursue inconsistent remedies. The AGENCIES may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the TUMF Improvements, DEVELOPER or its contractor shall provide the AGENCIES with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by the AGENCIES after DEVELOPER has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If one or both of the AGENCIES determine, in their sole and absolute discretion, that the Estimated Costs have changed, DEVELOPER or its contractor shall adjust the Security in the amount requested by the AGENCIES. DEVELOPER'S compliance with this Section 11.0 et seq. of this Agreement shall in no way limit or modify DEVELOPER's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if DEVELOPER is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, DEVELOPER or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that DEVELOPER is not in default on any provision of this Agreement and the total remaining security is not less than ten (10%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that DEVELOPER is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, DEVELOPER or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of MENIFEE or PERRIS, as applicable to the TUMF Improvements in their respective jurisdictions, after six (6) months from the date that MENIFEE or PERRIS, as applicable, accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which the AGENCIES are aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of the AGENCIES'S anticipated administrative and legal expenses arising out of such claims.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to the AGENCIES. As part of the obligation secured by the Security and in addition to the face amount of the Security, DEVELOPER, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by the AGENCIES in enforcing the obligations of this Agreement. DEVELOPER, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans

and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "B", unless other forms are deemed acceptable by the AGENCIES, and when such forms are completed to the satisfaction of the AGENCIES, the forms and evidence of the Security shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

12.0 Indemnification. DEVELOPER shall defend, indemnify, and hold harmless PERRIS, MENIFEE, WRCOG, their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition prior to PERRIS and MENIFEE'S approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and the reimbursement of PERRIS, MENIFEE, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the gross negligence or willful misconduct of PERRIS or MENIFEE, with respect to each of their jurisdictions, as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by PERRIS, MENIFEE, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. DEVELOPER shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurrence limit of Two Million Dollars ($2,000,000) and aggregate limit of Four Million Dollars ($4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 – any auto), or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the AGENCIES. At the option of the AGENCIES, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AGENCIES, their elected officials, officers, employees, agents, and volunteers; or (b) DEVELOPER and its contractors shall provide a financial guarantee satisfactory to the AGENCIES guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name MENIFEE, PERRIS, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of DEVELOPER or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by DEVELOPER'S contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to MENIFEE, PERRIS, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering the AGENCIES, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against the AGENCIES and WRCOG in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. DEVELOPER and its contractors shall furnish the AGENCIES with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the AGENCIES before work pursuant to this Agreement can begin. The AGENCIES reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. DEVELOPER and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or

endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to the AGENCIES. If such notice of cancellation endorsements are unavailable, DEVELOPER shall provide such thirty (30) days' written notice of cancellation.

13.7 Insurer Rating. Unless approved in writing by the AGENCIES, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 DEVELOPER'S TUMF Obligation. DEVELOPER hereby agrees and accepts that as of the date of this Agreement, the amount DEVELOPER is obligated to pay to MENIFEE pursuant to Ordinance No. 2025- 406 as part of the TUMF Program is FOUR MILLION SIX HUNDRED NINETY EIGHT THOUSAND ONE HUNDRED AND SEVENTY-EIGHT AND 00/100 DOLLARS ($4,698,174) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for MENIFEE at the time the DEVELOPER submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 Fee Adjustments. Notwithstanding the foregoing, DEVELOPER agrees that this Agreement shall not estop MENIFEE from adjusting the TUMF in accordance with the provisions of Ordinance No. 2025- 406.

14.3 Credit Offset Against TUMF Obligation. Pursuant to Ordinance No. 2025-____ and in consideration for DEVELOPER'S obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by MENIFEE to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. DEVELOPER hereby agrees that the amount of the Credit shall be applied after DEVELOPER has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. DEVELOPER further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions").

The bid amount and the Unit Cost Assumptions are estimated at $8,433,776 as shown in Exhibit "G" and shall hereafter be collectively referred to as the "Estimated Credit". At no time will the Credit exceed the DEVELOPER's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, DEVELOPER will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement and estimated in Exhibit "G." If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the DEVELOPER agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the DEVELOPER by the AGENCIES pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the DEVELOPER by the AGENCIES pursuant to this section.

The AGENCIES shall provide DEVELOPER written notice of the determinations that the AGENCIES make pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

14.4 Verified Cost of the TUMF Improvements. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by MENIFEE or PERRIS, as applicable, DEVELOPER shall submit to the MENIFEE or PERRIS Public Works Director the information set forth in the attached Exhibit "C". MENIFEE or PERRIS'S Public Works Director, or his or her designee, shall use the information provided by DEVELOPER to calculate the total actual costs incurred by DEVELOPER in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). MENIFEE or PERRIS'S Public Works Director, as applicable, will use his or her best efforts to determine the amount of the Verified Costs and provide DEVELOPER written notice thereof within thirty (30) calendar days of receipt of all the required information from DEVELOPER. The Agency may request that WRCOG calculate the amount of the Verified Cost. In this case, MENIFEE or PERRIS, as applicable, shall provide WRCOG written notice and all necessary documentation and allow WRCOG fifteen (15) days to determine costs. MENIFEE or PERRIS, as applicable, will notify the DEVELOPER within the previous thirty (30) day deadline

14.5 Reconciliation; Final Credit Offset Against TUMF Obligation. The DEVELOPER is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by the AGENCIES to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a DEVELOPER may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will only be determined by the reconciliation process.

(a) TUMF Balance. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the MENIFEE or PERRIS, as applicable, Public Works Director shall provide written notice to DEVELOPER of the amount of the difference owed ("TUMF Balance") and DEVELOPER shall pay the TUMF Balance in accordance with Ordinance 2025-406 to fully satisfy the TUMF Obligation (see Exhibit "F" - Example "A").

(b) TUMF Reimbursement. If the dollar amount of the Actual Credit exceeds the TUMF Obligation, DEVELOPER will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. the AGENCIES shall provide DEVELOPER written notice of the determinations that the AGENCIES make pursuant to this section (see Exhibit "F" - Example "B").

(c) TUMF Overpayment. If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by MENIFEE from DEVELOPER for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), DEVELOPER will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. MENIFEE or PERRIS'S Public Works Director, as applicable, shall provide written notice to WRCOG and DEVELOPER of the amount of the TUMF Overpayment and the AGENCIES shall direct WRCOG to refund the DEVELOPER in accordance with Ordinance 2025-406 (see Exhibit "F" - Example C).

14.6 Reimbursement Agreement. If authorized under either Section 14.3 or Section 14.5 DEVELOPER may apply to the AGENCIES and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. 2025-406, and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If MENIFEE and WRCOG agree to a Reimbursement Agreement with DEVELOPER, the Reimbursement Agreement shall be executed on the form set forth in Exhibit "D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 Assignment. DEVELOPER may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). DEVELOPER and such purchaser and assignee ("Assignee") shall provide to the AGENCIES such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until DEVELOPER and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to the AGENCIES, whereby DEVELOPER and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of DEVELOPER'S rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among the AGENCIES, WRCOG and DEVELOPER. DEVELOPER'S contractors

are exclusively and solely under the control and dominion of DEVELOPER. Nothing herein shall be deemed to make DEVELOPER or its contractors an agent or contractor of the AGENCIES. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 Warranty as to Property Ownership; Authority to Enter Agreement. DEVELOPER hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Prohibited Interests. DEVELOPER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DEVELOPER, to solicit or secure this Agreement. DEVELOPER also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for DEVELOPER, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To the AGENCIES: City of Menifee
Attn: Public Works Director
29844 Haun Road
Menifee, CA 92586
Telephone: (951) 672-6777

City of Perris
Attn: Public Works Director
101 N. D Street
Perris, CA 92570
Telephone: (951) 943-6100

To WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attention: Executive Director
Telephone: (951) 405-6700
Fax No. (951) 223-9720

To DEVELOPER: Core5 Industrial Partners, LLC
Attn: Jon Kelly
300 Spectrum Center Drive, Suite 880
Irvine, CA 92618
Telephone: (949) 467-3290

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to DEVELOPER include all personnel, employees, agents, and contractors of DEVELOPER, except as otherwise specified in this Agreement. All references to the AGENCIES include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

15.9 Termination. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date.

15.9.1 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.9.3 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15.9.4 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the

Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, DEVELOPER expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 Entire Agreement. This Agreement contains the entire agreement between AGENCY and DEVELOPER and supersedes any prior oral or written statements or agreements between AGENCY and DEVELOPER.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

CORE5 INDUSTRIAL PARTNERS, LLC,
a Delaware limited liability company

By: _____

Its:_____

WESTERN RIVERSIDE COUNCIL OF GOVERNMENT:

By: _____
Its: Executive Director-_____

APPROVED TO FORM:

By: _____
Its: _____

AGENCY:
CITY OF MENIFEE

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

AGENCY:
CITY OF PERRIS

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

LEGAL DESCRIPTION

Real property in the City of Menifee, County of Riverside, State of California, described as Assessor Parcel Numbers:

Parcel Map No. 38156
APNs:
331-140-010
331-140-018
331-140-021
331-140-025

Parcel Map No. 38432
APNs:
331-150-036
331-150-037
331-150-039
331-150-040
331-150-041
331-150-042
331-150-044
331-150-045

Parcel Map No. 39292
APNs:
331-110-023
331-110-024
331-110-025
331-110-026
331-110-031
331-110-038
331-110-039
331-110-041

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "DEVELOPER"), requiring DEVELOPER to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by DEVELOPER is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, DEVELOPER or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if DEVELOPER and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by AGENCY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed

thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

EXHIBIT B-3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
_____,
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signa
ture of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

EXHIBIT B-4

☐Other:_____

_____

_____

Signer is Representing:____

_

_____

_

☐Other:_____

_____

_____

Signer is Representing:____

_

_____

_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT B-5

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the [INSERT "City" OR "County"] of _____ ("AGENCY") has executed an agreement with _____ (hereinafter "DEVELOPER"), requiring DEVELOPER to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by DEVELOPER is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, DEVELOPER or its contractor is required to furnish a bond in connection with the Agreement providing that if DEVELOPER or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by DEVELOPER under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if DEVELOPER or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to

Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 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.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 20__.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

EXHIBIT B-7

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE §1189**

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
_____, _____
Date Here Insert Name and Title of the Officer

personally appeared _____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____
Signa
ture of Notary Public

Place Notary Seal Above

_____OPTIONAL_____

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title of Type of Document:_____ Document Date:_____
Number of Pages: _____ Signer(s) Other Than Named Above:_____

Capacity(ies) Claimed by Signer(s)

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Signer's Name:_____
_____
☐ Corporate Officer – Title(s):_____
_____
_____
☐ Partner - ☐ Limited☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

EXHIBIT B-8

☐Other:_____
_____
_____
Signer is Representing:____
_
_____
_

☐Other:_____
_____
_____
Signer is Representing:____
_
_____
_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF VERIFIED COSTS

To assist AGENCY in determining the Verified Costs for a completed TUMF Improvement, DEVELOPER shall provide the following documents to AGENCY:

1. Plans, specifications and DEVELOPER's civil engineer's cost estimate;

2. If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvement. Only actual, documented and reasonable costs directly related to the TUMF Improvement will be considered. Costs should be documented as specified below.

3. Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

4. List of bidders from whom bids were requested;

5. Construction schedules and progress reports;

6. Contracts, insurance certificates and change orders with each contractor, consultant, service provider or vendor;

7. Invoices received from all contractors, consultants, service providers and vendors;

8. Canceled checks for payments made to contractors, consultants, service providers and vendors (copy both front and back of canceled checks);

9. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

10. Final lien releases from each contractor and vendor; and

11. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"

REIMBURSEMENT AGREEMENT
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 20___, by and between the [INSERT "City" OR "County"] of _____, [**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of the State of California" FOR COUNTY**] ("AGENCY"), the Western Riverside Council of Governments ("WRCOG"), a Joint Powers Agency and _____, a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("DEVELOPER"). AGENCY and DEVELOPER are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY, WRCOG and DEVELOPER are parties to an agreement dated _____, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that DEVELOPER is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if DEVELOPER constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which DEVELOPER is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, DEVELOPER may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with DEVELOPER pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Effectiveness. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 Definitions. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that DEVELOPER is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement").The Reimbursement shall be subject to verification by WRCOG. AGENCY and DEVELOPER shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). WRCOG shall, upon receipt and approval of information requested by WRCOG, shall be responsible for transmitting the Reimbursement Amount to the DEVELOPER. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 Payment of Reimbursement; Funding Contingency. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 DEVELOPER shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 DEVELOPER shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to DEVELOPER by WRCOG through AGENCY.

6.0 Affirmation of Credit Agreement. AGENCY and DEVELOPER represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and DEVELOPER ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and DEVELOPER represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.

7.0 Incorporation Into Credit Agreement. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 Terms of Credit Agreement Controlling. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through 14.6, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

_____
("DEVELOPER")

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

[INSERT "City" OR "County") of _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, DEVELOPER shall follow the steps listed below:

(a) Prepare a separate bid package for the TUMF Improvements.

(b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.

(c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.

(d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.

(e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and DEVELOPER ("Agreement"), DEVELOPER shall provide the AGENCY and WRCOG with the following:

(a) Copies of all information listed under Item 1 above.

(b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the DEVELOPER shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

(a) DEVELOPER shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.

(b) DEVELOPER shall have satisfied the AGENCY's inspection punch list.

(c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the DEVELOPER a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) DEVELOPER shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) DEVELOPER shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) DEVELOPER shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and DEVELOPER'S Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) If DEVELOPER is seeking Credit for such costs, documentation evidencing cost of any required environmental studies, preparation of designs, plans and specifications, required right of way acquisition, and other costs directly related to the development of the TUMF Improvements. Only actual, documented and reasonable costs directly related to the TUMF Improvements will be considered. Costs should be documented as specified below.

(iii) Costs claimed for right of way acquisition must be accompanied by an appraisal (no more than two years old at the time of acquisition) completed by an MAI appraiser, and documentation of transfer of such right of way to the AGENCY, or applicable public agency. The appraisal must be approved by the AGENCY as valid and acceptable.

(iv) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(v) Invoices from all contractors, consultants, service providers and vendors.

(vi) Copies of cancelled checks, front and back, for payments made to contractors, consultants, service providers and vendors.

(vii) Final lien releases from each contractor and vendor (unconditional waiver and release).

(viii) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(ix) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See

attached sample for details. [ATTACH SAMPLE, IF APPLICABLE; OTHERWISE DELETE REFERENCE TO ATTACHED SAMPLE

EXHIBIT "F"

RECONCILIATION EXAMPLES

All examples are based on a single family residential development project of 200 dwelling units:
200 SF dwelling units @ $6,650 / dwelling unit = $1,330,000 in fees (TUMF Obligation)

Example A: "TUMF BALANCE"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less $1,500,000
Potential Reimbursement: ($170,000)

RECONCILIATION
TUMF Obligation: $1,330,000
Actual Credit: $1,200,000
TUMF Balance (Payment to TUMF): **$130,000**

Example B: "REIMBURSEMENT"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,500,000) or unit Cost Assumption ($1,600,000) whichever is less $1,500,000
Potential Reimbursement: ($170,000)

RECONCILIATION
TUMF Obligation: $1,330,000
Actual Credit: $1,500,000
Reimbursement Agreement with Developer (Based on Priority Ranking): (**$170,000)**

Example C: "TUMF OVERPAYMENT"

CREDIT
TUMF Obligation: $1,330,000
Estimated Credit: Bid ($1,200,000) or unit Cost Assumption ($1,500,000) whichever is less $1,200,000
Remaining TUMF Obligation: $130,000
Prorated Fee: $130,000 / 200 du = $650 / du

RECONCILIATION
Actual Credit: $1,300,000
TUMF payments from Developer ($650 per unit x 200 units) $130,000
Actual Credit plus TUMF Payment $1,430,000

TUMF Obligation: $1,330,000
Actual Credit plus TUMF Payment $1,430,000
TUMF Overpayment (Refund to Developer): (**$100,000)**

EXHIBIT "G"

Estimated TUMF Credit / Reimbursement Summary

Menifee Commerce Center I, LLC / Menifee Commerce Center II, LLC
Parcel Map No. 38156, 38432, & 39292

List of Eligible Streets/Facilities under TUMF Network:
Ethanac Raod: I-215 to Antelope Road

TUMF Credit Cost Factors:

Paid TUMF (see next page for details)	$ -
Estimated TUMF Obligation (see next page for details)	$ 4,698,174
TUMF Cost Assumptions (see next page for details)	$ 8,433,776

TUMF Reimbursement:

Estimated TUMF Obligation	$ 4,698,174
Maximum Cost (Lesser of Bid Amount or Unit Cost Assumptions)	$ 8,433,776
Estimated TUMF Reimbursement (Cost exceeding Obligation amount)	**$ 3,735,601**

Note: The amounts shown in this Exhibit are subject to cost validation and reconciliation.

EXHIBIT "G"

Maximum TUMF Cost Assumptions

Menifee Commerce Center I, LLC / Menifee Commerce Center II, LLC
Parcel Map No. 38156, 38432, & 39292

ESTIMATED TUMF OBLIGATION CALCULATION

TUMF Obligation	Fee per SF (1)	Bldg 1 SF (PM No. 38156)	Bldg 2 SF (PM No. 38432)	Bldg 3 SF (PM No. 39292)	Total TUMF Amount
High-Cub Warehouse/Distribution Center		1,046,539	1,138,638	829,000	
Gross Floor Area (Less 200,000)		846,539	938,638	629,000	
Multiplied by 0.52		440,200	488,092	327,080	
Plus 200,000 = TUMF Assessed SF (2)	$2.33	640,200	688,092	688,092	
Total TUMF Fee Obligation (1) x (2)		**$1,491,667**	**$1,603,254**	**$1,603,254**	**$4,698,174**

TUMF UNIT COST ASSUMPTION CALCULATION

TUMF Network Road Segment applicable to Proposed Improvements			Cost Item	Amount
Ethanac Street (I-215 to Sherman)				
Network Distance: *	0.52		Road Const	$2,593,000
Existing Lanes:	2		ROW Cost	$3,793,000
Increase in Lanes:	2		Planning (10%)	$259,000
			Engineering (25%)	$648,000
			Contingency (10%)	$638,000
* Revised network length and total costs per Cameron Brown.		Network Road Segment Cost Est *		$7,931,000
		Network Unit Cost per Lane mile		$7,625,962
		Network Unit Cost per Lane foot		$1,444

Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)

Lane	Construction Limits (Sta. to Sta.)			Total Linear Feet	Segment Amount
1	76+39.45	100+00.00		2,360.55	$3,409,368
2	76+39.45	100+00.00		2,360.55	$3,409,368
		TUMF Road Total		**4,721.10**	**$6,818,736**

TUMF Network Road Segment applicable to Proposed Improvements			Cost Item	Amount
Ethanac Street (Sherman to Mathews)				
Network Distance:	0.61		Road Const	$1,388,000
Existing Lanes:	2		ROW Cost	$601,000
Increase in Lanes:	2		Planning (10%)	$139,000
			Engineering (25%)	$347,000
			Contingency (10%)	$199,000
		Network Road Segment Cost Est		$2,674,000
		Network Unit Cost per Lane mile		$2,191,803
		Network Unit Cost per Lane foot		$415

Road Improvement Cost Estimate (based on Network Unit Cost per Lane foot)

Lane	Construction Limits (Sta. to Sta.)			Linear Feet	Amount
1	100+00.00	122+50.59	*Estimate Only -->*	2,250.59	$934,252
2	100+00.00	116+40.00	*Estimate Only -->*	1,640.00	$680,787
		TUMF Road Total		**3,890.59**	**$1,615,039**

TOTAL TUMF UNIT COST ASSUMPTION FOR ELIGIBLE IMPROVEMENTS	**$8,433,776**

CITY OF PERRIS

10.K

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance No. 1479 Approving Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

REQUESTED ACTION: Second Reading and Adoption of Ordinance No. 1479 approving Zoning Code Text Amendment 26-00004 to amend the Perris Municipal Code to update Chapter 19.81 (Accessory Dwelling Units) and 19.87 (Reasonable Accommodations in Housing), based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On September 29, 2026, the City Council unanimously voted 5-0 to introduce the first reading of Ordinance No. 1479, approving Zoning Code Text Amendment 26-00004 to update Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with housing regulations recently updated by the State. These updates will enable both the public and City staff to understand what is permitted, the applicable approval process for ADU and JADU additions and expansions, and the process for requesting reasonable accommodations in housing for individuals with disabilities.

RECOMMENDATION:

Staff is recommending the adoption of Ordinance No. 1479, approving Zoning Code Text Amendment 26-00004, to amend Title 19 (Zoning Code) of the Perris Municipal Code to update the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87, based on the findings contained in the Ordinance. Upon adoption of the Ordinance, the code amendment will become effective on November 12, 2026.

BUDGET (or FISCAL) IMPACT:
Staff time for preparing the staff report is budgeted in the 2026-2027 Development Services Budget.

Prepared By: Rafael Garcia, Principal Planner

Attachments:
1. Ordinance No. 1479 Adopting the Zoning Code Text Amendment including Exhibit A
2. City Council Staff Report without Exhibits- Dated September 29, 2026

ATTACHMENT 1

Ordinance No. 1479 exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code

ORDINANCE NUMBER 1479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED ON THE FINDINGS NOTED HEREIN, ZONING CODE TEXT AMENDMENT 26-00004, AMENDING CHAPTERS 19.81 (ACCESSORY DWELLING UNITS) AND 19.87 (REASONABLE ACCOMMODATIONS IN HOUSING) OF THE PERRIS MUNICIPAL CODE TO UPDATE THE CITY'S REGULATIONS FOR COMPLIANCE WITH APPLICABLE LAW

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 26-00004 to update the City's ADU regulations in Chapter 19.81 of the Perris Municipal Code (PMC) in compliance with State law, and to update the City's required findings for approval of Reasonable Accommodations in Housing in PMC Chapter 19.87 to align with applicable fair housing regulations and objective evidence requirements; and

WHEREAS, Zoning Code Text Amendment 26-00004, which proposes the text changes shown in Attachment 1 hereto, (collectively hereafter referred to as "Zoning Code Text Amendment 26-00004"), is proposed to amend Chapters 19.81 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and 19.87 (Reasonable Accommodations) of Title 19 of the PMC, to update the City's aforementioned regulations in compliance with applicable law; and

WHEREAS, California law recognizes Accessory Dwelling Units and Junior Accessory Dwelling Units as an important component of the statewide housing supply and requires local agencies to process qualifying applications ministerially, without discretionary review or a public hearing, and within applicable statutory timeframes; and

WHEREAS, the proposed amendments update local definitions, application processing requirements, ministerial review procedures, allowable locations, development standards, parking requirements, deed restriction requirements, provisions for unpermitted units, and certificate of occupancy requirements to align the Perris Municipal Code with current state Accessory Dwelling Unit and Junior Accessory Dwelling Unit law; and

WHEREAS, the proposed amendments preserve the City's ability to apply objective local development standards, including standards related to building and fire code compliance, sanitation, kitchen facilities, architectural compatibility, and operational requirements, to the extent such standards are permitted by state law and do not preclude state-protected Accessory Dwelling Units or Junior Accessory Dwelling Units; and

WHEREAS, on August 19, 2026, the Planning Commission conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00004, and thereafter adopted Resolution No. 26-15 recommending that the City Council find a CEQA exemption and adopt said Zoning Code Text Amendment 26-00004; and

WHEREAS, on September 29, 2026, the City Council conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00004, and having done so, now sees fit and intends to find a CEQA exemption and adopt Zoning Code Text Amendment 26-00004 as provided herein; and

WHEREAS, on July 16, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that the amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the 2010 Perris Valley Airport ALUCP; and

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

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

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

Section 2. The City Council finds, based on the whole administrative record, that the proposed Zoning Code Text Amendment 26-00004 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; and that, alternatively, the proposed Zoning Code Text Amendment 26-00004 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 that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Here, 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. The amendment is proposing to update Chapter 19.81 (Accessory Dwelling Units) and 19.87 (Reasonable Accommodations in Housing) aligning reasonable accommodation findings with fair housing regulations and objective evidence requirements. The changes ensure the City's regulations are in conformity with applicable law and thereby ensure the validity of the City's regulations, which are left intact to the maximum extent permitted by State law, and do not authorize any particular development.

Section 3. The City Council further finds as follows:

A. The proposed Zoning Code Text Amendment is necessary to update the City's ADU regulations in compliance with State law. Accordingly, Zoning Code Text Amendment 26-00004 is designed to implement California's ADU statutory framework by recognizing ADUs as an essential component of the housing supply, requiring ministerial review for qualifying applications, limiting local discretion, and applying objective standards only to the extent allowed by state law. The proposed Zoning Code Text Amendment expressly provides that state law prevails in the event of a conflict, which reduces the risk that a local standard will be applied in a manner inconsistent with the Government Code.

B. The proposed Zoning Code Text Amendment will not have a negative effect on public health, safety, or the general welfare of the community because the proposed Zoning Code Text amends Chapters 19.81 and 19.87 of the Perris Municipal Code, which updates the City's ADU regulations in compliance with State law and thereby ensures the validity of the City's ADU regulations while generally maintaining the maximum degree of local control permitted by state law. Therefore, the proposed Zoning Code Text Amendment enhances, rather than diminishes, the City's ability to protect public health, safety, and welfare.

C. The proposed Zoning Code Text Amendment is consistent with the General Plan. The proposed Zoning Code Text Amendment advances numerous goals, policies, and implementation measures set forth therein, including Goal 1, Policy I.A, and Goal 4 of the Land Use Element, by ensuring the City's ADU regulations are in compliance with State law and thereby promoting quality housing for households at all income levels and stages of life and a variety of housing types to satisfy changing demands. The proposed Zoning Code Text Amendment is also consistent with the Housing Element and ensures continued satisfaction of Action 3.4 thereof.

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 September 29, 2026, the City Council approves Zoning Code Text Amendment 26-00004 as follows:

A. Chapter 19.81 (Definitions) and Chapter 19.87 (Reasonable Accommodations in Housing) of the Perris Municipal Code is hereby amended as provided in Exhibit 1 attached to this Ordinance (with added text indicated in bold, red font), which is incorporated herein by this reference; which is incorporated herein by this reference.

Section 5. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, 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, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would

have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard. This Ordinance shall take effect thirty days after its adoption.

ADOPTED, SIGNED and APPROVED this 13th day of October, 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 Ordinance Number 1479 was duly and regularly adopted by the CityCouncil of the City of Perris at a regular meeting held on the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A: Zoning Code Text Amendment (Chapter 19.81 – Accessory Dwelling Units and Chapter 19.87 – Reasonable Accomodations in Housing of Title 19 of the Perris Municipal Code)

EXHIBIT A

Zoning Code Text Amendment (Chapter 19.81 – Accessory Dwelling Units and Chapter 19.87 – Reasonable Accomodations in Housing of Title 19 of the Perris Municipal Code)

CHAPTER 19.81. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Sec. 19.81.010. - Purpose.

The purpose of this ~~section~~ chapter is to establish regulations and procedures for reviewing and permitting accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) consistent with Chapter 13 of Division 1 of Title 7 of the California Government Code, or any successor statute. In the event of any conflict between the provisions of this chapter and applicable provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, or any successor statute, the latter shall prevail to the extent of the conflict.

Sec. 19.81.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory dwelling unit (ADU) is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. "ADU" also includes the following: (1) an efficiency unit, as defined in Health and Safety Code Section 17958.1; and (2) a manufactured home, as defined in California Health and Safety Code Section 18007.

Accessory structure is a structure that is accessory and incidental to a dwelling located on the same lot~~located on the same lot as the primary dwelling~~. An accessory structure may be either attached or detached from the primary dwelling and must have a use that is incidental to the main use. Examples of residential accessory uses include, but are not limited to, storage sheds, garages, studios.

Attached ADU is an accessory dwelling unit created by new construction that is attached to the primary dwelling unit by a shared wall, floor, or ceiling.

Converted existing space ADU is an accessory dwelling unit created by the conversion of existing floor area within either the primary dwelling unit or an accessory structure or an existing multifamily dwelling on the lot, or by total replacement of an existing accessory structure on the lot with an ADU.

Detached ADU is an accessory dwelling unit located on the same parcel and is created by new construction that is detached, or separate from, the primary dwelling unit. Detached ADUs may be constructed on any parcel where single-family, mixed use or multi-family uses are existing or permitted by zoning.

Efficiency kitchen. An efficiency kitchen shall be defined as an area that shall include a sink, food preparation counter and food storage area. A plug-in food preparation appliance, such as a microwave or hot plate, may also be provided.

Existing building envelope. The existing walls and roofs of a dwelling that separate interior space for exterior space. A space enclosed by at least two walls and a roof is within the existing building envelope.

Junior accessory dwelling unit (JADU) is a unit that is no more than 500 square feet ~~in size~~of interior livable space and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Kitchen. An area that includes a cooking appliance, sink, refrigerator and food preparation and storage area.

Livable Space. A space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Ministerial action or ministerial. A permit application reviewed by staff for compliance with specific standards and approved without discretionary review or a hearing.

Minor adjustment. Defined in Perris Municipal Code Section 19.54.020(9), a minor adjustment to specific development standards may be approved by the D~~d~~evelopment S~~s~~ervices D~~d~~irector.

Multi-family dwelling. An existing building that contains more than one dwelling unit and is located within a zoning district that allows multi-family dwellings.

Primary dwelling unit may be any of the following: an existing single-family dwelling, a proposed single- family dwelling, or an existing multi-family structure.

Proposed dwelling is a dwelling that has applied for a permit and that meets the requirements for permitting.

Public transit is a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes and are available to the public.

Tandem parking. When two or more vehicles are parked lined up one behind the other.

Underlying zoning. The zoning district in which a parcel is located on the City of Perris Zoning Map or within a specific plan.

Sec. 19.81.030. - Applicability.

Any construction, establishment, alteration, enlargement, or modification of an ADU or a JADU shall comply with the requirements of this chapter and the Ceity's building and fire codes. An ADU or JADU that meets the requirements of this chapter shall be deemed:

(1) Consistent with the general plan designation and zoning for the parcel on which the ADU or JADU is located.

(2) Within the allowable density for the parcel on which the ADU or JADU is located.

Sec. 19.81.040. – Review Authority; Application Processing.

(a) Permit applications for ADUs and JADUs that meet the applicable development standards described in this chapter and the requirements of the underlying zoning, to the extent consistent with Chapter 13 of Division 1 of Title 7 of the California Government Code, shall be subject to ministerial approval.

(b) The City shall determine whether an application to create or serve an ADU is complete and provide written notice of this determination to the applicant not later than 15 business days after the City received the application.

(c) If the City determines an application is incomplete, the City shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. The list and description shall be provided with the written notice required by subsection (b) above.

(d) After receiving a notice that the application was incomplete, an applicant may cure and address the items that are deemed to be incomplete by the City.

(e) In the review of an application submitted pursuant to subsection (d) above, the City shall not require the application to include an item that was not included in the list required by subsection (c) above.

(f) If an applicant submits an application pursuant to subsection (d) above, the City shall determine whether the additional application has remedied all incomplete items listed in the determination issued pursuant to subsection (c) above. This additional application is subject to the timelines and requirements specified in subsection (b) above.

(g) If the City does not make a timely determination as required by subsections (b)-(f) above, the application or resubmitted application shall be deemed to be complete for purposes of this section.

(h) The City shall either approve or deny the application to create or serve an ADU within 60 days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an ADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the ADU until the City approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU shall be

considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved. The City may charge a fee to reimburse it for costs incurred to implement Government Code section 66317, including the costs of adopting or amending any ordinance that provides for the creation of an ADU.

(i) If the City denies an application for an ADU pursuant to subsections (a)-(h), above, the City shall, within the time period described in subsections (a)-(h), above, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(j) No local ordinance, policy, or regulation, other than this Chapter shall be the basis for the delay or denial of a building permit or a use permit under Government Code section 66317.

(k) If a permit application is determined to be incomplete under subsections (b)-(g), above, or denied under subsection (h), above, the applicant may appeal that decision in writing to the City Council. The appeal must be filed within 10 calendar days from the day of the City's notice of the incompleteness determination or denial decision, as applicable, and must be accompanied by the applicable processing fee and a written statement of the reasons for the appeal. The City Council shall provide a final written determination by not later than 60 business days after receipt of the applicant's complete written appeal.

~~(a)~~(l) Homeowners' associations, as a third party, cannot influence the City's decision on an application to create an ADU. Third party reviews of ADU permit applications by a homeowners association or their representatives or agents are prohibited by state law.

Sec. 19.81.050. - Location.

(a) ADUs and JADUs are permitted on sites that have an existing or proposed primary single family dwelling ~~unit~~ and within underlying zoning districts that allow single-family homes or mixed use.

(b) ADUs are permitted on sites that have existing or proposed multi-family ~~residences~~ dwellings and within underlying zoning districts allow multi-family ~~homes~~ dwellings or mixed use homes.

(c) ~~JADUs are not permitted on sites where a portion of the primary dwelling has been converted to an ADU~~[Reserved].

(d) JADUs are not permitted on sites with multi-family projects.

Sec. 19.81.060. - Land use regulations and development standards for all ADUs and JADUs.

Except as modified by this chapter, all ADUs shall conform to the requirements of the underlying residential zoning district and the zoning code in addition to the standards listed below.

(1) Minimum lot area. There shall be no minimum lot area required to establish an ADU and/or JADU.

(2) Building height.

a. Single Family Detached ADU. Shall not exceed 16 feet above grade, unless the property is within ½ mile walking distance of a major transit stop or a high-quality transit corridor, in which case the Detached ADU shall not exceed 18 feet above grade. An additional two feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

b. Single Family Attached ADU. Shall not exceed 25 feet above grade or the height limitation of the underlying zoning district applicable to the primary dwelling, whichever is less.

c. A detached ADU on a lot with an existing or proposed multifamily, multistory dwelling. Shall not exceed a height of 18 feet above grade.

(3) Setbacks.

a. Front yard. Determined by underlying zone, except as provided in Section 19.81.060(9).

b. Side and rear yards. Minimum four feet or underlying zone requirement whichever is less.

c. When a property is adjacent to an alley, the side or rear yard setback may be reduced with the minor adjustment approval.

(4) Architectural design. The architectural design of the ADU shall be compatible with the architectural style and materials used in the primary dwelling or multi-family project.

(5) Exterior entrance. All units must have an entrance separate from the primary dwelling entrance.

(6) Sanitation facilities. A separate bathroom is required with sink, toilet, and shower/bathtub; JADUs may share sanitation facilities with the primary dwelling.

(7) Kitchen. A kitchen is required.

(8) Fire sprinklers. For both ADUs and JADUs, f~~F~~ire sprinklers are required when the primary dwelling unit has fire sprinklers.

(9) Underlying zoning standards. Lot coverage, distance requirements between structures and other standards established by the underlying zoning may be applied so long as application of the requirements does not prohibit the construction of an ADU with a floor area that is 800 square feet of interior livable space or less or with side and rear yard setbacks that are no less than four feet.

~~(9)~~(10) Impact Fees. The City shall not impose any "impact fee," as defined in Government Code Section 66311.5(c), upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less. Any impact fees charged for an ADU that has more than 750 square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling unit.

Sec. 19.81.070. - Specific land use regulations and development standards for single-family—Attached ADUs.

In addition to the development standards outlined in Section 19.81.060, attached ADUs shall comply with the following standards.

(1) Zoning. ADUs are allowed in any zoning district that permits a single-family residence including mixed use zones.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1).~~, No more than one primary dwelling unit, one attached ADU and one JADU are permitted~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space ~~floor area~~ but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum unit size. The attached ADU shall have an area no more than 50 percent of the floor area in the primary dwelling and shall not exceed the following requirements:

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,000 square feet of interior livable space.

(5) Parking requirements. Except as provided in Section 19.81.120, one parking space shall be required.

Sec. 19.81.080. - Specific land use regulations and development standards for single-family—Detached ADUs.

In addition to the development standards outlined in Section 19.81.060, detached ADUs shall comply with the following standards.

(1) Zoning. ADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1), and (ii) one new construction detached ADU meeting the requirements of Government Code Section 66323(a)(2), are permitted per lot with a proposed or existing single-family dwelling.~~, No more than one primary dwelling unit, one detached ADU and one JADU are permitted~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space ~~floor area~~ but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum unit size. The detached ADU shall not exceed the following requirements:

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,200 square feet or 75 percent of the primary dwelling, whichever is less, except if the resulting limit would be less than 1,000 square feet of interior livable space, the limit shall be 1,000 square feet of interior livable space.

(5) Setbacks.

a. Front yard. Determined by underlying zone.

b. Side and rear yards. Minimum four feet or underlying zone, whichever is less.

c. When a property is adjacent to an alley, the side or rear yard setback may be reduced with the minor adjustment approval.

(6) Parking requirements. Except as provided in Section 19.81.120, one parking space shall be required.

Sec. 19.81.090. - Specific land use regulations and development standards for single-family—Converted existing space ADUs.

In addition to the development standards outlined in Section 19.81.060, converted existing space ADUs shall comply with the following standards.

(1) Zoning. ADUs and JADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1), and (ii) one new construction detached ADU meeting the requirements of Government Code Section 66323(a)(2), are permitted per lot with a proposed or existing single-family dwelling.~~No more than one primary dwelling unit, one converted existing space ADU, one detached ADU, and one JADU~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space~~floor area~~, but shall not prohibit an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum size. No limit, subject to paragraphs (5)-(6) below.

(5) Building envelope. The converted existing space ADU must be constructed within the existing or proposed floor area of the primary dwelling.

(6) Additional floor area. Building envelope may be increased by up to 150 square feet to accommodate a new entrance to the converted existing space ADU.

(7) Parking requirements.

a. Primary dwelling. When a garage is converted to an ADU, the parking for the primary dwelling does not have to be replaced.

b. ADU. None.

Sec. 19.81.100. - Specific land use regulations and development standards for JADUs.

In addition to the development standards outlined in section 19.81.060, JADUs shall comply with the following standards.

(1) Zoning. JADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of JADUs on a ~~site~~lot. One JADU per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot. JADUs are not permitted on other lots.

~~(3) Minimum unit size. Must have a minimum of 320 square feet floor area.~~

~~(4)~~(3) Maximum unit size. The maximum floor area of a JADU shall not exceed 500 square feet of interior livable space.

~~(5)~~(4) Building envelope. The JADU must be constructed within the existing or proposed building envelope of the primary dwelling.

~~(6)~~(5) Additional floor area. Building envelope may be increased by up to 150 square feet to accommodate a new entrance to the JADU. JADU total ~~area~~ interior livable space shall not exceed the maximum size defined in section 19.81.100(c).

~~(7)~~(6) Exterior entrance. JADU must have an entrance separate from the primary dwelling entrance. If a JADU does not have a separate bathroom, the JADU shall include a separate entrance from the primary dwelling entrance, with an interior entry to the main living area.

~~(8)~~(7) Parking requirements. None.

~~(9)~~(8) Kitchen. An efficiency kitchen ~~area~~ is required to be included in the JADU. The efficiency k~~K~~itchen area shall include ~~space for food storage and preparation. Cooking appliances may include microwaves or other similar devices~~all of the following: (1) a

cooking facility with appliances; and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

Sec. 19.81.110. - Specific land use regulations and development standards for ADUs in multi-family sites.

In addition to the development standards outlined in Section 19.81.060, ADUs on lots with existing or proposed multifamily dwellings shall comply with the following standards.

(1) Zoning. ADUs are allowed on residential and mixed use zoned properties with existing or proposed multi-family dwellings.

(2) Maximum number of ADUs.

a. Converted existing space ADUs—At least one ADU and up to 25 percent of the existing multifamily dwelling units, as calculated pursuant to subsection (5) of this Section.

b. Detached ADUs— On a lot with an existing multifamily dwelling, up to eight ADUs, provided that in no case shall the number of detached ADUs exceed the number of existing multifamily dwelling units. On a lot with a proposed multifamily dwelling, no more than two detached ADUs.

c. Attached units—If no detached ADUs or converted existing space ADUs can be built on the site, one attached ADU is permitted.

(3) Minimum unit size.

a. Converted existing space ADUs—Must have a minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

b. Detached ADUs—A minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

c. Attached ADUs—A minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Location.

a. For converted existing space ADUs, lot must have an existing multifamily dwelling. For detached or attached ADUs, lot must have an existing or proposed multifamily dwelling; and

b. Converted existing space ADUs must be located within portions of the structure that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, and garages.

(5) Multi-family sites. The following shall apply for purposes of calculating the 25 percent limitation set forth in subparagraph 2(a) of this Section:

a. Previously approved ADUs shall not count towards the existing multi-family dwellings.

b. Fractions shall be rounded down to the next lower number of ADUs, except that at least one ADU shall be permitted; and

c. Multi-family projects approved and built as a single complex shall be considered one lot, regardless of the number of parcels or buildings.

(6) Maximum unit size.

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,000 square feet of interior livable space.

(7) Parking requirements.

a. Converted existing space units—None.

b. Detached units—One per ADU.

Sec. 19.81.120. - Parking standards.

(a) Parking requirements. Parking shall comply with Section 19.69.020, except as modified by the requirements of this chapter.

(1) Unless the requirement is exempted or waived by other provisions of this chapter, each ADU shall have one designated off-street parking space.

(2) Tandem parking and parking within the rear and side yard setbacks are permitted unless findings can be made by city staff demonstrating that the design or location would create dangerous life or fire safety conditions.

(3) When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, replacement parking is not required.

(b) Parking not required. ADUs do not need to provide parking when one of the following standards is met.

(1) The property is within ½ mile walking distance of public transit.

(2) The ADU is within an area considered historically significant as defined by the California Register of Historic Resources.

(3) The ADU is part of the primary dwelling or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the ADU.

(5) When there is a carshare vehicle located within one block of the ADU.

Sec. 19.81.130. - Operational requirements for all ADUs and JADUs.

(a) No separate conveyance.

(1) Single-family ADUs and JADUs. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling, except as otherwise permitted by applicable law.

(2) ADUs on lots with multifamily dwellings. An ADU may be rented, but no ADU may be sold or otherwise conveyed separately from the lot and the other dwellings, except as otherwise permitted by applicable law.

(b) Short-term Rentals. An ADU or JADU permitted by this chapter shall not be rented for periods of less than 31 days.

(c) Deed restriction and recordation. Prior to issuance of a building and/or grading permit for ~~an ADU and/or~~a JADU, the property owner shall record a deed restriction with the county recorder's office, the form of which is approved by the City Attorney. This deed restriction shall run with the land and remain in effect so long as the ~~ADU and/or~~ JADU remains on the lot.

(a) JADU deed restrictions shall include and describe the following:

a. Prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers~~separate conveyance of the JADU except as otherwise permitted by applicable law~~.

b. Approved size and attributes of the JADU.

c. Restrictions on short-term rentals required by PMC Section 19.81.130(b).

d. JADU owner occupancy requirement as defined in Government Code Section ~~65852.22(a)(2)~~66333(b). Specifically, if the JADU has shared sanitation facilities with the existing structure, the City requires owner-occupancy in the single family residence in which the JADU will be permitted. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy

is not required if the JADU has separate sanitation facilities, or if the owner is another governmental agency, land trust, or housing organization.

~~ADU deed restrictions shall include and describe the restrictions on short-term rentals required by PMC Section 19.81.130(a) and Government Code Section 66314(d)(1), except under the limited circumstances described in GC 66341. Deed restrictions shall also include and describe restriction required by PMC Section 19.81.130(b)~~.

Sec. 19.81.140. - Unpermitted ADUs and JADUs.

(a) Notwithstanding any other law, and except as otherwise provided in subsection (b), below, the City shall not deny a permit for an unpermitted ADU or an unpermitted JADU that was constructed before January 1, 2020, due to either of the following:

a. The ADU or JADU is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the California Health and Safety Code.

b. The ADU or JADU does not comply with Article 1 or Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the California Government Code, as applicable, this Chapter or any other local ordinance regulating ADUs or JADUs.

(b) Notwithstanding subdivision (a), the City may deny a permit for an ADU or JADU subject to subdivision (a) if the City makes a finding that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the California Health and Safety Code.

(c) This section shall not apply to a building that is deemed substandard pursuant to Section 17920.3 of the California Health and Safety Code.

(d) The City shall inform the public about the provisions of this section through public information resources, including permit checklists and the City's internet website, which shall include both of the following:

a. A checklist of the conditions specified in Section 17920.3 of the California Health and Safety Code that would deem a building substandard.

b. Informing homeowners that, before submitting an application for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before submitting an application for a permit.

(e) A homeowner applying for a permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the California Health and Safety Code and when the fee is authorized by subdivision (e) of California Government Code Section 66311.5.

(f) Subject to subsection (c) above, upon receiving an application to permit a previously unpermitted ADU or JADU constructed before January 1, 2020, an inspector from the City may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit. If the inspector finds noncompliance with health and safety standards, the City shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards.

Sec. 19.81.150. – Certificate of Occupancy for Primary Dwelling Required Prior to Issuance of Certificate of Occupancy for ADU; Emergency Exception

(a) The City shall not issue a certificate of occupancy for an ADU before the City issues a certificate of occupancy for the primary dwelling.

(b) Notwithstanding subsection (a) above, in the event that Riverside County is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, to the extent required by Government Code Section 66328, the City shall issue a certificate of occupancy for an ADU constructed in the City if both of the following requirements are met, even if the primary dwelling has not yet been issued a certificate of occupancy: (1) The primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation issued by the Governor; and (2) the ADU has been issued construction permits and has passed all required inspections.

(c) Subsection (b) above does not apply to an ADU that is attached to the primary dwelling.

CHAPTER 19.87. - REASONABLE ACCOMMODATIONS IN HOUSING

Sec. 19.87.070. - Findings and decision.

(a) *Findings.* Any decision on an application under this chapter shall be supported by written findings addressing the criteria set forth in this subsection. An application under this chapter for a reasonable accommodation shall be granted if all of the following findings are made:

(1) The housing, which is the subject of the request, will be used by an individual disabled as defined under the Act.

(2) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Act.

(3) The requested reasonable accommodation would not impose an undue financial or administrative burden on the city.

(4) The requested reasonable accommodation would not require a fundamental alteration in the nature of a city program or law, including, but not limited to, land use and zoning.

(5) The requested reasonable accommodation would not constitute a direct threat to the health or safety of others (i.e., a significant risk of bodily harm) nor cause substantial physical damage to the property of others, or such risks can be sufficiently mitigated or eliminated by another

reasonable accommodation, as provided in California Code of Regulations Title 2, Section 12179. A determination that an accommodation poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence, not on mere speculation or stereotype about the requested accommodation or a particular disability or individuals with disabilities in general. The assessment of whether the specific accommodation in question poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others must be based on objective evidence, and not unsubstantiated inferences. The evidence must be sufficiently recent as to be credible, and must consider: (i) The nature, duration, and severity of the risk of a direct threat to the health and safety of others or of substantial physical damage to the property of others; (ii) The likelihood that a direct threat to the health or safety of others or substantial physical damage to the property of others will actually occur; and (iii) Whether there are any additional or alternative reasonable accommodations that will eliminate the direct threat to the health or safety of others or substantial physical damage to the property of others.

~~adversely impact surrounding properties or uses~~.

(6) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the city's applicable rules, standards and practices.

(b) *Conditions of approval.* In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a) of this section.

(c) *Time limit.* Improvements for reasonable accommodation granted by the city to a property as provided in this chapter shall run with the rental or lease of the housing unit by the disabled person, and may remain indefinitely. At any time in the future when such improvements are not required, they may be removed by the property owner or housing provider.

ATTACHMENT 2

City Council Staff Report without Exhibits – Dated September 29, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Introduce and Conduct First Reading by Title Only Ordinance No. (next in order) regarding Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

REQUESTED ACTION: Introduce Ordinance Number *(next in order)* finding the Project is exempt from the provisions of the CEQA Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption) and approving Zoning Code Text Amendment 26-00004 to amend the Perris Municipal Code to update Chapter 19.81 (Accessory Dwelling Units) and 19.87 (Reasonable Accommodations in Housing), based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

On August 19, 2026, the Planning Commission voted 4-0-1 (Jimenez- Absent) to recommend that the City Council approve the Zoning Code Amendment (ZCA) 26-00004 to update Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 to be in compliance with housing regulations recently updated by the State. These updates will enable both the public and City staff to more easily understand what is permitted and the approval process for ADU and JADU additions and expansions, and requests for reasonable accommodations in housing for individuals with disabilities.

PROPOSED AMENDMENT

The proposed amendment updates Chapters 19.81 and 19.87 of the Perris Municipal Code to bring the City's ADU, JADU, and reasonable accommodation regulations into compliance with current State law. The amendments also clarify the City's review process and applicable development and operational requirements.

The proposed amendments generally fall into three categories: 1) update to the terminology and cross-references to reflect the applicable Government Code provisions; 2) establish clearer application procedures, including completeness review, processing deadlines, appeal procedures,

and deemed approval process; 3) update standards for ADUs and JADUs, including size, deed restrictions, and the permitting of qualifying unpermitted units; and 4) update the findings needed for individuals requesting reasonable accommodation due to disabilities that require deviation from the code upon evidence that it would not create a threat to health and safety, or potential property damage to others.

The amendments preserve the City's ability to apply objective standards permitted by State law, including applicable architectural and site standards, building and fire code requirements, and to ensure that these standards do not preclude ADUs and JADUs protected under State law.

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 Zoning Code's notice requirements for citywide projects. As of the preparation of the staff report, staff has not received any comments regarding this project.

RECOMMENDATION:

The Planning Commission recommends that the City Council find that the project is exempt from the CEQA Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption) approving Zoning Code Text Amendment 26-00004 to amend Title 19 of the Perris Municipal Code 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 26-00004 to amend the Zoning Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2026-2027 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

~~Attachments:~~

1. ~~Ordinance No. (*Next in Order*) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code~~
2. ~~Planning Commission Staff Report without Exhibits– Dated August 19, 2026~~
3. ~~Notice of Public Hearing~~

CITY OF PERRIS

10.L

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance No. 1480 approving Planned Development (PD) Overlay Zone 22-05152 to apply a PD overlay zone on 13.61 acres currently zoned R-6,000 Single Family Residential Zone to facilitate the construction of a 91-unit single-family residential gated development, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest, Pacific Communities.

REQUESTED ACTION: Second Reading and Adoption of Ordinance No. 1480 approving Planned Development (PD) Overlay Zone 22-05152, subject to the information contained in the staff report and based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On September 29, 2026, the City Council voted 5-0 to introduce the first reading of Ordinance No. 1480 to approve Planned Development (PD) Overlay Zone 22-05152 to apply a PD overlay zone on 13.61 acres currently zoned R-6,000 Single Family Residential Zone to facilitate the construction of a 91-unit single-family gated community development located north of Metz Road between McKimball Road and "A" Street. The gated residential development includes amenities such as a clubhouse, a swimming pool and spa, a dog park, and other outdoor recreational amenities throughout the project site.

Concurrently, with the first Reading of Ordinance No. 1480 on September 29, 2026, Resolution No. 6853 was also adopted to approve related Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014; and adopt the Final Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program to facilitate the gated residential development.

RECOMMENDATION:

Staff is recommending adoption of Ordinance No. 1480 approving Planned Development (PD) Overlay

Zone 22-05152 to apply the PD overlay zone on 13.61 acres currently zoned R-6,000 Single Family Residential Zone to facilitate the residential development. Upon adoption of the Ordinance, the PD Overlay Zone will become effective on November 12, 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: Patricia Brenes, Planning Manager

Attachments:
1. Ordinance No. 1480 Adopting Planned Development Overlay Zone 22-05152 including Exhibit A Environmental Documents and Exhibit B Final Conditions of Approval.pdf
2. Project Plans (Plot Plan and Building Elevations) â€“ Informational Purpose.pdf
3. City Council Agenda Submittal without Exhibits - Dated September 29, 2026.pdf

Attachment 1

Ordinance No. 1480

Adopting Planned Development Overlay Zone 22-05152 including Exhibit A Environmental Documents and Exhibit B Final Conditions of Approval

ORDINANCE NUMBER 1480

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING PLANNED DEVELOPMENT OVERLAY (PDO) ZONE 22-05152 TO REZONE THE PACIFIC LANTANA PROJECT AREA CONSISTING OF 12.8 NET ACRES OF RESIDENTIAL R-6,000 TO THE RESIDENTIAL R-6,000 PLANNED DEVELOPMENT OVERLAY ZONE (R-6,000 PDO) TO FACILITATE THE CREATION OF A 91-LOT SUBDIVISION AND CONSTRUCTION OF A 91-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED NORTH OF METZ ROAD BETWEEN MCKIMBALL ROAD AND "A" STREET, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Anthony Arnest, on behalf of Pacific Communities Builder, Inc. ("Applicant") requests to subdivide a 12.8 net acre property, identified as Assessor's Parcel Numbers 311-030-012 and 311-030-013, located within the Residential R-6,000 Zone designation to facilitate the creation of 91 residential lots for the construction of a development consisting of 91 single-family detached residential units located north of Metz Road between McKimball Road and "A" Street, known as the Pacific Lantana project, and requests to have the Planned Development Overlay Zone applied to the development ("Project"); and

WHEREAS, the Applicant submitted an application for a Planned Development Overlay Zone (PD) 22-05152, Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review (DPR) 22-00014 for consideration of the Project; and

WHEREAS, the proposed PD 22-05152, TTM 37907, and DPR 22-00014 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 published on May 22, 2026, in accordance with CEQA Guidelines Section 15072, and Mitigated Negative Declaration No. 2398 (the "MND") was prepared for the Project and was publicly reviewed for a thirty (30) day period in accordance with CEQA, from May 22, 2026 through June 22, 2026; and

WHEREAS**,** during the public comment period, five (5) 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. Responses to the

comments have been added to Appendix H of the Final Mitigated Negative Declaration, and none of the comments raised any environmental concerns that have not been addressed in the Initial Study/Mitigated Negative Declaration. 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 August 11, 2026, 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 19.59 (Planned Development Overlay Zone) of the Perris Municipal Code ("PMC") authorizes the City to approve, conditionally approve, or deny requests for a Planned Development Overlay Zone; and

WHEREAS, a duly noticed Planning Commission public hearing was held on July 15, 2026 and September 2, 2026, for the Project, at which time all interested persons were given full opportunity to be heard and to present evidence. Following the hearing, on September 2, 2026, the Planning Commission, by a vote of 4-0 with one abstention, approved Planning Commission Resolution 26-14, recommending adoption of the MND and approval of the Project to the City Council subject to conditions of approval; and

WHEREAS, on September 29, 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 29, 2026, the City Council adopted Resolution No. 6853, adopting the MND with respect to approval of Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014 and approving Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014, subject to conditions of approval and contingent upon adoption and effectiveness of this Ordinance; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data that constitutes the administrative record for the above-mentioned approvals, 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 ordain 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 (MND 2398) (Exhibit A):

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 as well as the Perris Valley Airport or for persons 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 Final 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 Exhibit B.

D. The IS/MND reflects the independent judgment and analysis of the City as lead agency.

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. **Planned Development Overlay Zone 22-05152 Findings.** The City Council finds, with respect to PD 22-05152, 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 12.8 net acres in size, which is larger than the two (2) acre minimum and less than the 75-acre maximum. Further, the Project site is contiguous and is under the development control of the Applicant.

2. *The proposed mix of land uses is in keeping with the provisions of PMC Section 19.59.030.*

   The proposed project is larger than two-acres and is not more than 75-acres as required per

the provisions of PMC Section 19.59.030 (Planned Development Overlay Zone, - Qualifications for Eligibility).

3. *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 proposed Project creates two open space parcels, including one (1) 9,210 square-foot parcel for a water detention basin and a 29,461 square-foot central open space parcel for general recreation. The Planned Development Overlay Zone allows flexibility from the underlying R-6,000 development standards only to the extent shown in the Project site plan, tentative tract map, development standards table, and conditions of approval. Specifically, the PD Overlay Zone approval permits residential lot sizes ranging from 3,769 square feet to 6,713 square feet, lot widths ranging from 47 feet to 52 feet, lot depths of approximately 80 feet, and the setback standards proposed in the Project site plan, including an 8-foot front yard setback to the primary building, a 20-foot garage setback, a 5-foot side yard setback, a 6-foot street side yard setback, and a 15-foot rear yard setback. Nothing less restrictive or more expansive than those approved ranges and standards is permitted by the PD Overlay Zone approval unless further reviewed and approved by the City in accordance with the Perris Municipal Code. Without the application of the PD Overlay Zone, a minimum 6,000 square foot residential lot area requirement would apply, and the aforementioned open space areas would not be preserved or made available to serve the aforementioned purposes. The PD Overlay Zone assures the creation of a Homeowners Association that will be required to maintain these open spaces and recreation areas in perpetuity, thus complying with this requirement. A Condition of Approval has been included requiring recordation of a covenant running with the land to ensure that the aforementioned open space parcels shall be reserved and maintained as open space associated with the Project in perpetuity, which covenant shall not be removed without City Council approval.

4. *The project incorporates appropriate amenities necessary to create and maintain a desirable environment for residents and/or employees (e.g., recreation buildings or facilities, guest parking, common area landscaping, enhanced architectural standards, etc.).*

   The proposed gated community project includes two (2) open space parcels, including one water detention basin and one recreation area for a clubhouse, swimming pool, and spa, a children's play area/tot-lot, a half basketball court, and a dog park. Project production units (homes) 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.

5. *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 developments and vacant land zoned for future residential development on all sides, which makes this residential Project

harmonious with surrounding development. The Project is also internally compatible as a purely single-family detached residential development.

6. *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 help with circulation around the site and within the existing neighborhood. The proposed circulation system as described in the Traffic Study, which was reviewed and approved by RK Engineering (traffic consultant) on July 8, 2022, concluded that the proposed street improvements will be adequate to carry the anticipated traffic volume. Furthermore, primary access to the site will be provided from "A" Street, and secondary access will be provided from McKimball Road for egress and fire access only. An interior ring-road system that parallels the perimeter streets and two (2) interior streets are provided for access to each lot within the subdivision.

7. *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, with the conditions of approval, includes extending all improvements and associated services required for the property's development and expanding roadway widths necessary to improve public infrastructure. Additionally, necessary street improvements to both "A" Street and McKimball Road are included in the Conditions of Approval. Thus, the public infrastructure is suitable for meeting the needs of the planned development.

8. *The proposed use at the particular location is necessary and desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and to the community.*

   The proposed residential single-family detached development will provide additional infrastructure to the area, including widening of streets, installation of sidewalks, and additional drainage infrastructure that will improve and contribute to the general well-being of the neighborhood and nearby community.

9. *The proposed mix of land uses and design of development will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.*

   The proposed residential single-family detached development is compatible with the surrounding land-uses and is surrounded on three sides by existing and under construction single-family dwellings, and is designed to be compatible with the surrounding uses with respect to setbacks, height and superior residential design of both the overall project and the individual homes, thus the project will not be detrimental to the health, safety and welfare of persons residing and working within the vicinity.

10. *The granting of this permit will not adversely affect the public welfare and will be*

consistent with the city's general plan, and any other relevant plans of any governmental agency.

The project is located within Planning Area 7 (Westside Residential) of the City's General Plan, and as proposed, the development will be consistent with the City's General Plan of Residential (R6,000) with respect to density, height, setbacks and other development standards, and as conditioned, will not adversely affect the public welfare.

Section 4. **Adoption of MND for PDO 22-05152**. Based upon the foregoing and the entire administrative record including 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 29, 2026, the City Council adopts Mitigated Negative Declaration No. 2398 and the included MMRP, attached hereto as Exhibit A and incorporated herein by this reference, for Planned Development Overlay (PDO) 22-05152.

Section 5. **Approval of PDO 22-05152.** 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 (including all attachments and exhibits) presented at the City Council's public hearing on September 29, 2026, the City Council hereby approves Planned Development Overlay (PDO) 22-05152, subject to the Conditions of Approval attached to this Ordinance as Exhibit B and incorporated herein by this reference.

Section 6. **Severability**. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. **Effective Date**. This Ordinance shall take effect 30 days after its adoption.

Section 8. **Certification**. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard.

ADOPTED, SIGNED, and APPROVED this 13th day of October 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 Ordinance Number 1480 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 13th day of October 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

A. Mitigated Negative Declaration No. 2398 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-462#docan1206_1313_479

B. Final Conditions of Approval (Planning, Fire, Engineering, Public Works, Community Services, and Building & Safety).

Exhibit A

Mitigated Negative Declaration No. 2398 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-462#docan1206_1313_479

Exhibit B

Final Conditions of Approval

(Planning, Fire, Engineering, Public Works, Community Services, and Building & Safety)

CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

FINAL CONDITIONS OF APPROVAL

Planned Development Overlay (PDO) 22-05152,
Tentative Tract Map 22-05153 (TPM-37907); and
Development Plan Review (DPR) 22-00014 **October 13, 2026**

PROJECT: Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 *(Continued from the July 15, 2026 meeting)* – A proposal to consider the following entitlements to facilitate a gated residential development on 12.8 acres, located north of Metz Road between McKimball Road and "A" Street:

1) Planned Development Overlay Zone to allow flexibility from the R-6,000 Single Family Residential development standards;
2) Tentative Tract Map to subdivide 12.8 acres into 91 residential lots; and
3) Development Plan Review for review of the site plan and building elevations.

- **GENERAL CONDITIONS:**

1. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) for the Initial Study/Mitigated Negative Declaration No. 2398, which shall be implemented in accordance with the listed timeline, reporting, and monitoring intervals.

2. **Tentative Tract Map (TTM) 22-05153 (TTM 37907).** 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 (DP) Overlay Zone 22-05152 and Development Plan Review 22-00014.** 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.

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 **Planned Development Overlay (PDO) 22-05152 Zone, Tentative Tract Map (TTM) 22-05153 (TTM 37907), and Development Plan Review 22-00014.** 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 R-6,000 Zone in Chapter 19.25, the Planned Development Overlay Zone requirements in Chapter 19.59, and Parking and Loading in Chapter 16.69 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, colors and materials, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **September 2, 2026**, 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, perimeter walls and landscaping; common open space areas, including maintenance of open space parcels, maintenance of recreation areas and equipment, the clubhouse 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.

h. Provide the appropriate number of dog waste stations throughout the development site and maintain them regularly.

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. **Phasing.** The final project phasing plan shall be approved by the Planning Division, Engineering Department, and Fire.

18. **Traffic Control Plan**. A Traffic Control Plan shall be submitted for approval to the City Engineer.

19. **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.

20. **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.

21. **Payment of Outstanding Project Balances.** The applicant or developer shall pay any outstanding project balances.

Prior to Building Permit Issuance:

22. **Recorded Map.** Tentative Tract Map 37904 shall be recorded.

23. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.

24. **Model Home Complex**. A Temporary Use Permit and fee will be required for model home complex. Plans shall include the units, front yard landscaping, temporary parking lot, temporary fencing, and paved access road, and shall be subject to Planning staff review and approval.

25. **Construction Drawings.** All Planning, Public Works, 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).

26. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the School District.

27. **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.

28. **Construction Practices.** To reduce potential noise and air quality nuisances, the following items shall be listed as "General Notes" on the construction drawings:

    a. **When Construction is Adjacent to Residential.** Construction activities and equipment maintenance are limited to weekday hours from 8:00 a.m. to 6:00 p.m. or as approved by the City Engineer and/or Building Official. No work is permitted on weekends or federal or city holidays. 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.

    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.

29. **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).

30. **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. Also, all vent pipes and similar devices shall be painted to match the building.

31. **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.

32. **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 clubhouse. Otherwise, direct downspouts away from the façade of the home or clubhouse.

33. **Trash Enclosures.** If required for the Clubhouse, the 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.

34. **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.

35. **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.

36. **Floor Plan Requirements:** The applicant shall submit the plans to Planning staff for review and approval. Plans shall comply substantially with the plans approved by the City Council. To facilitate the potential future conversion of a bedroom to a Junior Accessory Dwelling Unit (JADU), the following requirement shall also apply:

    a. **Future JADU Conversion:** Prior to issuance of building permits for each proposed residence, the final floor plans shall identify the bedroom intended for potential future conversion to a JADU. The floor plan shall demonstrate that the proposed configuration is designed to facilitate a future JADU conversion consistent with the applicable requirements of the Perris Municipal Code and State law. Any future JADU conversion shall be subject to the City's applicable review and permitting requirements and the regulations in effect at the time of application.

37. **Building Elevation Requirements.** 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. Revise the building elevations such that the plans incorporate the following:

    a. **Enhanced Elevations.** Residences visible to adjacent roadways and all corner lots shall have enhanced elevations as provided on the approved plans.

    b. **Modern Farmhouse Elevation.** The "Day Spa" color shall be used as an accent color instead of the primary color.

38. **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 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 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. **Uplighting**. Uplighting of project entrance trees and landscaping shall be provided on both sides of the entrance driveway on "A" Street.

h. **Evergreen Tree Requirement.** The developer shall provide two (2) 15-gallon evergreen trees per lot in the rear setback along the property lines of Lots 7 through 16.

i. **Entry Roundabout.** The developer shall enhance the entry roundabout with the appropriate plant materials including trees, accent plants or similar treatments subject to Planning Staff approval.

j. **Palm Trees.** The developer shall replace the palm trees around the clubhouse and pool deck with an alternative tree species.

k. **Dog Park Landscaping.** The developer shall provide a suitable grass or turf surface within the dog park, subject to review and approval by Planning staff. Additionally, a shade structure/shade sail shall be provided within the park to provide shade for visitors.

l. **Project Entry Monument Sign.** The developer shall redesign and embellish the monument sign and enhance it with a planter box underneath the sign along with uplighting.

39. **Fence and Wall Plan Requirements.** 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. 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. **Perimeter Wall Pilasters.** Pilasters shall consist of split-face block wall or other decorative material of a color complementary to the perimeter wall, subject to Planning

staff review and approval.

c. **Dog Park Fencing.** The welded-wire steel fencing around the dog park shall be replaced with black tubular steel fencing. Additionally, fencing shall be provided within the dog park to provide a separate area for large and small dogs.

d. **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 fencing and other nondecorative fencing are not allowed.

e. **Fencing for Private Space.** All fencing shall be made of high-quality vinyl

f. **Graffiti.** All decorative masonry walls shall be treated with a graffiti-resistant coat.

g. **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 area by the clubhouse. 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.

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. Park Development Impact fee.

f. City Development Impact fees.

g. Transportation Uniform Mitigation Fees (TUMF).

h. 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. **Model Home Complex**. Front yard landscaping, temporary parking lot, temporary fencing, and paved access road shall be constructed and installed before the project's completion of the model home complex.

44. **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.

45. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning staff shall verify that all 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:

46. **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 **August 23, 2024.**

47. **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.

48. **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.06 regarding property maintenance for all HOA-maintained fences, walls, and buildings and Chapter 7.26 regarding graffiti removal. The site shall be maintained in a graffiti-free condition at all times. Remove graffiti on site 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**

49. The project shall adhere to the requirements of the City Engineer, as indicated in the attached Engineering Conditions of Approval dated **August 6, 2026**. The City Engineer shall review and approve on- and off-site improvement plans.

- **PUBLIC WORKS DEPARTMENT**

50. The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **August 23, 2024.**

- **COMMUNITY SERVICES DEPARTMENT**

51. The project shall adhere to the requirements of the Community Services Department as indicated in the attached Conditions of Approval dated **October 16, 2023**.

- **BUILDING & SAFETY DIVISION**

52. The project shall adhere to the Building & Safety Division requirements as indicated in the attached Conditions of Approval dated **April 14, 2026**.

- **BUILDING OFFICIAL/FIRE MARSHAL**

53. 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.

- **FIRE MARSHAL**

54. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.

55. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.

56. 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.

57. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.

58. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

59. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.

60. All buildings shall be provided with an automatic fire sprinkler system in accordance with NFPA 13 and NFPA 13D for single-family residential buildings. Construction plans shall be submitted for review and approval to the City of Perris prior to installation

- **RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION**

60. The project shall comply with Airport Land Use Commission Conditions of Approval dated August 11, 2026 as listed below:

    a. 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.

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

        i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight 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.

        ii. 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.

        iii. Any use which would generate smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, 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.)

        iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

        v. Hazards to flight

    c. 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.

d. 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.

f. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment, including irrigation controllers, access gates, etc.

g. The project has been evaluated to subdivide 12.8 acres into 91 single-family residential lots; 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 Director.

END OF CONDITIONS

CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

August 6, 2026

PLN 22-05153 – TTM 37907
PLN 22-00014 – DPR
PLN 22-05152 – PDO
NWC Metz Road and A Street - (Pacific Lantana)
91 Single-Family Detached Residential Units

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal 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 conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

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

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

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. Construction activities are limited to weekdays from 8:00 AM to 6:00 PM or as approved by the City Engineer and/or Building Official. No work is permitted on weekends or federal or city holidays. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.

6. The contractor shall provide written notification to all adjacent property owners and occupants at least 7 days prior to the start of construction activities.

7. Prior to the start of any earthwork, grading, or construction activity on the project site, the developer/property owner shall verify in the field the location and ownership of any existing fence, wall or retaining structure situated on or along a shared property line with an adjacent parcel. The developer/property owner shall obtain a signed agreement from each adjacent property owner, which shall identify the scope of work and acknowledge that any shared structure may be impacted, damaged, removed, or require modification as a result of earthwork, grading, construction activity or as required by project conditions of approval to be fully restored to equal or better condition. A copy of each fully executed agreement shall be provided to the City Engineer prior to issuance of any permit. The city shall not be responsible for resolving any disputes between private property owners regarding existing or shared improvements.

8. The developer/property owner shall provide for all traffic mitigation measures and improvements as depicted in the Traffic Impact Analysis prepared by Albert A. Webb Associates, and as conditioned below as approved by the City Engineer including but not limited to:

    a. One point of access/driveway is permitted on A Street.
        i. This driveway shall allow for full vehicular access.
        ii. The driveway shall be stop controlled for eastbound traffic.

    b. Emergency Vehicle Secondary Access is permitted on McKimball Road and shall be approved by the City's Fire Marshall.

c. A Street (Secondary Arterial 94′/64′), along the property's frontage including necessary transitional zone south of Metz Road within dedicated right-of-way, shall be improved to provide for the following improvements:
    i. 6 inch curb and gutter 32 feet west of centerline.
    ii. New pavement from the new curb and gutter to the existing easterly edge of pavement using a TI of 9.0, minimum pavement structural section shall be 8 inch Asphalt Concrete PG70-10 over 12 inch Class II Aggregate Base.
    iii. The parkway shall be 15 feet wide consisting of an 8-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 7 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
    iv. The taper lengths of the transitional zone shall be constructed southbound after Metz Road in accordance with the Caltrans Highway Design Manual, as determined by the project's Traffic Engineer and approved by the City Engineer. Any necessary street widening south of Metz Road along the west side of A Street shall be constructed to accommodate lane tapering.

d. Metz Road (Collector Road 66′/44′), along the property's frontage within dedicated right-of-way, shall be improved to provide for the following improvements:
    i. 6 inch curb and gutter 22 feet north of centerline.
    ii. New pavement from the new curb and gutter to the existing southerly edge of pavement using a TI of 8.0, minimum pavement structural section shall be 7 inch Asphalt Concrete PG70-10 over 10 inch Class II Aggregate Base.
    iii. The parkway shall be 11 feet wide consisting of a 6-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 5 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

e. McKimball Road (Local Road 60′/40′), along the property's frontage within dedicated right-of-way shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 20 feet east of centerline.
    ii. New pavement from the new curb and gutter to the existing westerly edge of pavement using a TI of 7.0, minimum pavement structural section shall be 6 inch Asphalt Concrete PG70-10 over 8 inch Class II Aggregate Base.
    iii. The parkway shall be 10 feet wide consisting of a 6-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 4 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

f. Onsite private local roadways (44'/36') shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 18 feet located on both sides of the centerline.
    ii. New pavement from the new curb and gutter to the existing westerly edge of pavement using a TI of 6.0, minimum pavement structural section shall be 4 inch Asphalt Concrete PG70-10 over 6 inch Class II Aggregate Base.
    iii. The parkway shall be 4 feet wide consisting of a 4-foot-wide sidewalk, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
    iv. Parking shall be provided as directed by the City's Fire Marshall.

g. Private gated entry roadway (82.5'/50') shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 25 feet located on both sides of the centerline.
    ii. 42 feet of new pavement using a TI of 6.0, minimum pavement structural section shall be 4 inch Asphalt Concrete PG70-10 over 6 inch Class II Aggregate Base.
    iii. An 8-foot wide median shall be constructed per preliminary grading plan.
    iv. The parkway shall be 16.25 feet wide consisting of a 5-foot-wide sidewalk, 11.25 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

h. The developer/property owner shall pay to the City $150,000 for their fair share contributions towards traffic signal installation improvements at the intersection of A Street and Metz Road.

   As an interim traffic mitigation measure until traffic signal is installed, the developer/property owner shall install signing and striping improvements to create an all-way stop at the intersection of A Street and Metz Road. Stop and Stop Ahead signs shall be solar-powered flashing LED as approved by the City Engineer.

i. A "Case A" curb return per Riverside County Standard 403 shall be installed at the northeast corner of Metz Road and McKimball Road as approved by the City Engineer.

j. A "Case A" curb return per Riverside County Standard 403 shall be installed at the northwest corner of Metz Road and A Street as approved by the City Engineer.

9. 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.

10. The developer/property owner shall provide for all drainage mitigation measures and improvements as depicted in the Preliminary Drainage Study prepared by KWC Engineers, and as conditioned below as approved by the City Engineer including but not limited to:

    a. The developer/property owner shall install a catch basin along the property frontage on Metz Road to collect all off-site runoff. A minimum 18" off-site RCP shall be installed to convey drainage to the east along the north side of Metz Road at a minimum of 2 feet depth from surface. The ultimate point of discharge shall be at a minimum 500 feet east of the Centerline of A Street or as approved by the City Engineer.

    b. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards.

    c. The developer/property owner shall construct necessary improvements that protects the site from offsite flows as directed and approved by the City Engineer and RCFCD.

d. Construction of drainage facilities including catch basins and minimum 18" RCP at all public street intersections to eliminate runoff from all cross gutters will be required.

e. The Perris Valley MDP Lateral P-4 on A Street shall be constructed from the detention basin at the northeast corner of the property and shall continue east to its ultimate point of discharge at the Metz Detention Basin. All tributary runoff along the frontage of the property shall be collected and conveyed via an underground drainage system to the MDP Lateral P-4 for 100-year runoff.

f. A drainage easement shall be provided for the storm drain within the property described as APN 311-040-013 as described above for the Perris Valley MDP Lateral P-4 storm drain system.

g. The project site is in Perris Valley Area Drainage Plan (ADP) and subject to payment of ADP fee.

h. Catch basin inserts shall be provided and approved by the Public Works Department.

11. 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.

12. A Preliminary Water Quality Management Plan (PWQMP) was prepared for the proposed project site. All PWQMP's were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. 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 to thereto.

    b. The structural Best Management Practices (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. The Engineering Department shall review and approve the final addendum WQMP text, plans, and details.

13. The developer/property owner acknowledges that the Eastern Municipal Water District (EMWD) conducts a separate review and conditioning process independent of the City's review and approval procedures. The developer/property owner understands that, as noted in typical EMWD Will Serve Letter, additional requirements for service from EMWD may include but are not limited to: plan checks, facility construction, inspections, jurisdictional annexation, and payment of financial participation charges. Therefore, to define EMWD requirements, the developer/property owner shall continue to coordinate with EMWD's Development Services Department to understand the necessary service arrangements and to prepare Facility Design Conditions (DCs), Recycled Water Use Plan/Exhibits (RWUP/RWUEs), including any City conditions related to concrete intersections or driveways that may require EMWD facilities or the extension of facilities beyond the concrete limits.

    The developer/property owner further understands that the approved EMWD DCs must be obtained from EMWD prior to any plans being submitted to the City.

    The developer/property owner shall work with EMWD to provide at a minimum the below facilities:

    a. Recycled water facilities as conditioned by EMWD
    b. Sewer facilities as conditioned by EMWD
    c. Potable water facilities as conditioned by EMWD

14. The developer/property owner shall submit the following to the City Engineer, Fire Department, Eastern Municipal Water District (EMWD), Riverside County Flood Control District (RCFCD) as applicable, for review and approval:

    a. Grading Plan and Erosion and Sediment Control Plans
    b. Street and Storm Drain Improvement Plans
    c. Signing and Striping Plans
    d. Water and Sewer Improvement Plans
    e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
    f. Geotechnical Report
    g. Hydrology and Hydraulic Report
    h. Final WQMP
    i. Traffic Control Plans

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

15. The developer/property owner shall coordinate improvements with adjacent proposed and approved developments.

16. In the event that the electrical cables are under 66 kV, the existing power poles on A Street along the property frontage shall be removed, and the electrical and communication cables shall be placed underground.

    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.

17. The owner/developer shall be responsible for the redirection and relocation of existing power poles on McKimball Road along the property frontage, to accommodate the roadway widening.

18. 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 Recordation of the Tract Map:

19. The developer/property owner shall have the aforementioned improvement plans and Tract map approved, executed subdivision agreement and posted securities prior to map recordation.

20. The tract map shall be filed with the City and processed for review, approval, and subsequent recordation.

21. 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. A Street is classified as a Secondary Arterial (94′/64′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on A Street to accommodate a 47-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    b. Metz Road is classified as a Collector Road (66′/44′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on Metz Road to accommodate a 33-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    c. McKimball Road is classified as a Local Road (60′/40′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on McKimball Road to accommodate a 30-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    d. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

    e. A drainage easement shall be dedicated as described in condition 10 for the private drainage course.

    f. If applicable, easements shall be dedicated to public utilities and emergency vehicle access for all private streets and drive-isles.

    All dedications shall be free from all encumbrances as approved by the City Engineer.

22. The developer/property owner shall relinquish and waive rights of access along the property frontage on A Street, Metz Road, and McKimball Road, except for the access openings per the approved Tentative Tract Map 37907.

23. In the event that offsite easements or rights-of-way are required to complete offsite improvements, the developer/property owner shall make a good faith effort to acquire the required property interest for construction of the improvements and if the developer/property owner shall fail to do so, the developer/property owner shall enter into an agreement with the City for acquisition of the easements or rights-of-way. The agreement shall provide for payment by the developer/property owner of all costs incurred by the

City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

24. The following statement shall be added to the Map:

    "Notice of drainage fees" Notice is hereby given that this property is in the Perris Valley Area Drainage Plan (ADP), 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 building permit, and that the property owner prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

25. 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:

26. The design for tributary and treated onsite runoff shall be collected and connected via underground storm drain facility, to Perris Valley Master Drainage Facilities as stated in Condition 10 as approved by the City Engineer.

27. 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 developer/property owner shall develop, submit to the City for review and approval, and implementation of the Final WQMP (FWQMP). The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the PWQMP and developed in compliance with the Municipal Separate Storm Sewer System (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 PWQMP.

28. The developer/property owner shall submit the following to the City Engineer, Fire Department, EMWD, and RCFCD as applicable, for review and approval:

    a. Grading Plan and Erosion and Sediment Control Plans
    b. Street and Storm Drain Improvement Plans
    c. Signing and Striping Plans
    d. Water and Sewer Improvement Plans
    e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
    f. Geotechnical Report
    g. Hydrology and Hydraulic Report
    h. Final WQMP
    i. Traffic Control Plans

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

Prior to Issuance of Building Permit:

29. The developer/property owner shall process Tract Map 37907 with the City for review and approval and subsequent recordation.

30. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP), for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

31. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

32. The developer/property owner shall submit a compaction certification 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.

Prior to Issuance of Certificate of Occupancy:

33. 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.

34. The Developer/Property Owner shall pay to the City $150,000 for their fair share contributions towards traffic signal installation improvements at the intersection of A Street and Metz Road.

    As an interim traffic mitigation measure until traffic signal is installed, the Developer/Property Owner shall install signing and striping improvements to create an all-way stop at the intersection of A Street and Metz Road. Stop and Stop Ahead signs shall be solar-powered flashing LED as approved by the City Engineer.

35. The developer/property owner shall provide utility trench surface repair per City of Perris standards as directed by the City Engineer.

36. In the event that the electrical cables are under 66 kV, the existing power poles on A Street along the property frontage shall be removed, and the electrical and communication cables shall be placed underground.

    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.

37. The developer/property owner shall be responsible for the redirection and relocation of existing power poles on McKimball Road along the property frontage, to accommodate the roadway widening.

38. 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.

Prior to City Acceptance of Public Improvements:

39. The Developer/Property Owner shall maintain, at its sole cost and expense, all public improvements constructed pursuant to this approval, including but not limited to: roadway improvements, drainage facilities, streetlights, traffic signals, and landscaping, for a period of one (1) year following reduction of the improvement security, and/or completion of all punch list items.

40. The Developer/Property Owner shall provide "As-Builts" to the City Engineer.

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Date: August 23, 2024

To: Mathew Evans, Planner

From: Jessica Galloway, Special Districts Supervisor

By: Chris Baldino, Landscape Inspector

Subject: **DPR 22-00014 – Conditions of Approval** - Proposal to subdivide 12.80 acres into 91 single-family lots located at the northwest corner of "A" Street and Metz Road.

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1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
   - **"A" Street** - Provide offer of dedication as needed to provide for full half width Street (94' ROW (47' half-width), curb gutter, 10' wide shared use sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway.
   - **Metz Road** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half-width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb.
   - **McKimball Road** - Provide offer of dedication as needed to provide for full half width Street (60' ROW (30' half-width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 10' public parkway from face of curb.
   - Provide offer of dedication and landscape maintenance easement as needed to match parkway width of adjacent development. Match distance shall be made from face of curb, and shall provide for matching, curb gutter, sidewalk, and off-site landscaping requirements, if existing parkway is greater than standard City General Plan width shown on Circulation element, including minimum 20' public parkway from face of curb from Metz Road north to the existing adjacent development along A Street.

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 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.

3. **Landscaping Plans**. Three (3) copies of a Site Responsibility Maintenance Exhibit shall be submitted prior to submitting the Landscape Plans for approval. This site plan shall be titled "Site Responsibility Maintenance Exhibit for **DPR22-00014"** and identify, with different colors, each area and who will be responsible for the maintenance, such as LMD, HOA, or Private, on the plans. Provide a legend with different colors for each area with square footage. Provide a matrix complete with quantities for off-site trees, shrub, mow curb, irrigation controller with number of stations. 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 DPR22-00014" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

   a. Landscape Limits – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

   - **'A' Street** –Tree Primary: Searsia lancea African Sumac, Secondary (accent tree): Lagestromia-Indian Tribe Varieties in alternating groups of three. Use drought resistant shrubs and ground cover including but not limited to the following: Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).

- **Metz Road-** Gleditisia Thornless Honey Locust. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Lantana sellowiana Trailing Lantana.
- **McKimball Road –** Cupaniopsis Anacardioides Carrot Wood. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Lantana sellowiana Trailing Lantana.

b. Irrigation – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the 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, Eastern Municipal Plans (EMWD) (if applicable), and civil engineering plan.

e. **Controllers -** The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

f. **Recycled Water -** If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate 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 Land** – 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 at 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, to be located onsite.

4. **Landscape Inspections -** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works Special Districts at (951) 657-3280 to schedule inspections.

- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
- **Inspection #2 -** Soil prepared, and plant materials positioned and ready to plant.
- **Inspection #3 –** Landscaping installed, with all equipment and irrigation system fully operational.
- **Inspection #4 –** A joint inspection with the Development Inspector and LMD Inspector and Applicant to request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Special Districts 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 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 Engineering and Special Districts Division. Components shall include, but not be limited to:
   a. **Street Lighting** - If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency

goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Streetlights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.

b. **Acceptance By Public Works Special Districts Division** - Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works 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 turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format 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 the type, style, and durability requirements of the Public Works 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 Division** - Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works' Special Districts Division. 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 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 Division the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** **PRIOR TO FINAL MAP RECORDATION the developer shall annex 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. Payment shall be accompanied by the

appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- ***Consent and Waiver for Maintenance District No. 84-1 –*** New street lighting proposed by the project, as determined by the City Engineer
- ***Consent and Waiver for Landscape Maintenance District No. 1*** – New off-site parkway landscape by the project on Mountain Ave., Mc Pherson Rd., and David Jones Rd.
- ***Petition for Flood Control Maintenance District No. 1*** -For 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

a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.

i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.

ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.

iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.

iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the

property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.

v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met.

END OF CONDITIONS

CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: October 16, 2023

To: Mathew Evans, Project Planner

From: Sabrina Chavez, Director of Community Services

Cc: Arcenio Ramirez, Assistant Director of Community Services
Arturo Garcia, Parks Supervisor
Joshua Estrada, Parks Coordinator

Subject: Development Plan Review 22-00014, PDO 22-00512, TTM 37907 - A Planned Development to subdivide 12.80 acres into 91 single-family lots (7.1 dwelling units/acre) and two (2 lettered lots located at the northwest corner of "A" Street and Metz Road within the R-6,000 zone. The Project includes a 2,020 sq. ft. recreational building with community amenities. The merchant home building is proposing three (3) architectural styles (Craftsman, Tuscan, and Spanish) ranging from 2,381 sq. ft. to 2,780 sq. ft. – Comments

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Community Services Staff reviewed DPR 22-00014, PDO22-00512,TTM 37907 and offer the following Conditions of Approval:

☒ Ordinance Number 953 F.1-7 specifies that whenever a specific plan, tentative tract map, residential tentative parcel map, or multi-family residential development proposal is submitted to the Development Services Department, it must be accompanied by a written statement from the applicant stating their intention to dedicate land to City, pay fees in lieu thereof, or a combination of both for park and recreational purposes. If the developer desires to dedicate land for this purpose, he shall first consult with the City Department of Community Services and Planning as to the appropriate area to be dedicated. Site selection and screening criteria and park unit classification is required and such areas as may be proposed to be dedicated shall be shown on the specific plan, tentative tract map, residential parcel map, or multi-family project site plan as submitted. No such statement is included with this application.
91 Single family lots x 4.49 persons per household = 408.59
Dedication requirements is 5 acres per 1,000 residents = 200
408.59 Persons per household/200 = 2.04 acres

☒ The map or site plan for this project does not show the location of the proposed parkland dedication to City.

☐ The proposed parkland dedication is less than the amount of land required to be dedicated (5 acres, 1000 residents). _____ acres are required, but the proposed parkland dedication is only_____. The developer/subdivider must pay fees for the value of any additional land that otherwise would have been required to be dedicated.

☐ The proposed parkland falls below the minimum size for a __5.0 acre___ park.

☐ The proposed parkland lies in a floodplain/floodway which impacts the available area for development of park improvements.
The following terms are recommended:

☒ The Other: The household size has increased to 4.49 persons per household in Perris (2020 Census). This number should be used to calculate the park acreage required to meet the requirement. Facilities ineligible for park credit include landscaped area edges, medians, subdivision entries, lakes and streams, or other water features, paseos, greenbelts, trails, walkways, and other similar features that are used primarily as transportation corridors and are not destinations in and of themselves, and privately owned facilities (parks, community centers) which are smaller than four (4) acres.

Development Impact Fees

☒ The Project is subject to payment of Residential Park Development Impact Fees.

☐ The Project is subject to payment of Industrial 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)

☒ The project shall annex into the Community Facilities District for Parks Maintenance.

SRC COMMENTS * * * BUILDING & SAFETY * * *	
Planning Case File No(s):	DEVELOPMENT PLAN REVIEW #22-00014, PDO22-0512 & TTM
Case Planner:	Nathan Perez 951-943-5003 ext. 279
Applicant:	Jo Howard
Location:	Off of West Metz Road & "A" Street
Project:	Proposal for a Planned development to subdivide 12.80 acres into 91 single-family lots.
APN(s):	311-030-012 and -013
Reviewed By:	Jorge Caballero, CBO Date: 04/14/2026

BUILDING AND SAFETY - GENERAL CONDITIONS

1. The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with the current adopted California Building Codes and City of Perris Ordinances regulations in effect at the time of building plan submission and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

2. NOTE: The **project must comply with the current adopted California Building Code at the time of the building application.** The new 2025 California Building Codes are in effect as of January 1st, 2026, as mandated by the state of California.

   Any building plan and fee payment submitted to the building department on or after January 1st, 2026, will be subject to the new updated California Building Code(s).

   A. 2025 California Building Code
   B. 2025 California Electrical Code
   C. 2025 California Mechanical Code
   D. 2025 California Plumbing Code
   E. 2025 California Energy Code.
   F. 2025 California Fire Code
   G. 2025 California Green Building Standards Code.

3. The project must comply with the 2025 Green Code (or the most currently adopted Building codes) EV charging station requirements.

4. GREEN BUILDING CODE WASTE REDUCTION (Non-Residential):

Including within the building plan submittal documents to the Building Department for plan review, the applicant shall provide a copy of the approved construction waste management plan that:

a. Identifies the materials to be diverted from disposal by efficient usage, reuse on the project, or salvage for future use or sales.
b. Determines if materials will be sorted on-site or mixed.
c. Identify diversion facilities where the material collected will be taken.
d. Specifies that the amount of materials diverted shall be calculated by weight or volume, but not both.

5. Fire access plans for the entire site (construction stage and final building approach) shall be approved. A fire access plan shall be provided.

6. The residential tract is in a Fire Hazard Severity Zone, and all structures shall comply with the requirements of the California Wildland-Urban Interface Code. Fuel Modification Plans are required.

7. The project shall comply with the accessible requirements of Chapter 11B of the currently adopted Title 24, California Building Code for the complex, recreational areas, community building, community amenities, and the entire site.

8. Include with the building submittal a site plan to indicate the required continuous accessible paved path of travel. The accessible path of travel details shall include the following:
   a. Accessible path construction type (Asphalt or concrete).
   b. Accessible path width.
   c. Accessible path directional slope% % and cross slope% %.

9. Prior to the issuance of a grading permit, 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.

10. Prior to the issuance of a grading permit, evidence of sufficient fire flow shall be calculated and shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Availability/Fire Flow Form shall be utilized.

11. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction. NOTE: Fire hydrants shall be at least 40 feet from the building.

12. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA

13. Construction plans shall be submitted to the City of Perris for review and approval prior to installation.

14. The Fire Department Connection (FDC) for the fire sprinkler system shall be located within 100 feet of a public fire hydrant. The fire hydrant will be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and the fire hydrant.

15. Prior to construction, a temporary address sign shall be posted and be clearly visible from the street.

16. If the roads/streets are proposed to be private roads, then specific fire lane requirements will be imposed. Please indicate if the development will have private roads.

17. Main access gates and emergency access shall be provided with Knox boxes for rapid entry of emergency services.

PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this proposed project.

A. Precise grading plans shall be submitted and approved
B. Rough grading shall be completed.
C. Compaction must be certified
D. The Pad elevations must be certified
E. The rough and finished grade must be inspected and signed off

FIRE CONDITIONS

1. Fire Conditions will be provided by Dennis Grubb and Associates

Attachment 2

Project Plans (Plot Plan and Building Elevations) – Informational Purpose

TREE PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE	WUCOLS	
GATED ENTRY STREET TREE				
	PALO VERDE 'DESERT MUSEUM' PALO VERDE 20' HIGH	36" BOX STD	L	16
	ARBUTUS 'MARINA' STRAWBERRY TREE 20' - 25' HIGH	36" BOX STD.	N	9
COMMON AREA OPEN SPACE TREE				
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	48" BOX STD.	L	8
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	36" BOX STD	L	8
	PALO VERDE 'DESERT MUSEUM' PALO VERDE 20' HIGH	36" BOX STD	L	27
	PHOENIX DACTYLIFERA DATE PALM 20' -40' HIGH	20' BTH STD.	L	14
A STREET TREE				
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK 20' HIGH	48" BOX STD.	L	61
METZ ROAD TREE				
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	36" BOX STD.	L	18
MCKIMBALL ROAD TREE				
	TIPUANA TIPU TIPU TREE 40' HIGH	36" BOX STD.	M	31
STREET TREE				
	QUERCUS ILEX HOLLY OAK 20' HIGH	36" BOX STD	L	12
	LAGERSTROEMIA INDICA 'NACHEZ' CREPE MYRTLE 20' HIGH	36" BOX STD.	M	10
FRONT YARD SHADE TREE				
	ARBUTUS 'MARINA' STRAWBERRY TREE 20' - 25' HIGH	36" BOX STD.	N	77

LEGEND

1. ENTRY DRIVE
2. SIGN MONUMENT WALL
3. RESIDENTIAL UNITS
4. NOT USED
5. CLUB HOUSE / SALES OFFICE
6. PICNIC PAVILION W/ BBQ
7. ENHANCED CONCRETE UNIT CROSS WALK PAVING
8. MEDIAN / CORNER SPECIMEN TREE
9. EVERGREEN STREET AND BACKDROP TREE
10. CANOPY PALM TREE
11. ENHANCED VEHICULAR CONCRETE UNIT PAVER
12. RECREATION POOL & SPA
13. ACTIVITY LAWN
14. CHILDREN PLAY AREA
15. DOG PARK
16. HALF BASKETBALL COURT
17. HEDGE PLANT MATERIAL TO SCREEN THE WALL
18. BENCH
19. CBU MAILBOX UNITS
20. EVA MODULAR PRECAST CONCRETE PAVING WITH PRE-CUT SYNTHETIC LAWN INSET
21. EVA ENTRY WITH SLIDING TUBE STEEL GATE
22. DRAINAGE BASIN

PERCENTAGE OF LANDSCAPE AREA

TOTAL LANDSCAPE AREA: 1.83 ACRES OR 79,835 SQ. FT
TOTAL SITE AREA: 13.6 ACRES OR 591,239 SQ. FT.

PERCENTAGE OF LANDSCAPE AREA: 13%

PACIFIC LANTANA | Preliminary Landscape Plan | OVERALL Plan

NORTH

SCALE: 1" = 30' - 0"
0 30 60 90 120

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

Front Elev. Plan 1B - California Coastal (With Extended Porch | Front Elev. Plan 3A - ModernFarmhouse | Front Elev. Plan 2B - California Coastal (With Extended Porch)

Front Elev. Plan 1A - Modern Farmhouse | Front Elev. Plan 3B - California Coastal | Front Elev. Plan 2AR- Modern Farmhouse

DESIGN SUBMITTAL PHASE

PACIFIC LANTANA STREET SCENE

Pacific Lantana at Perris

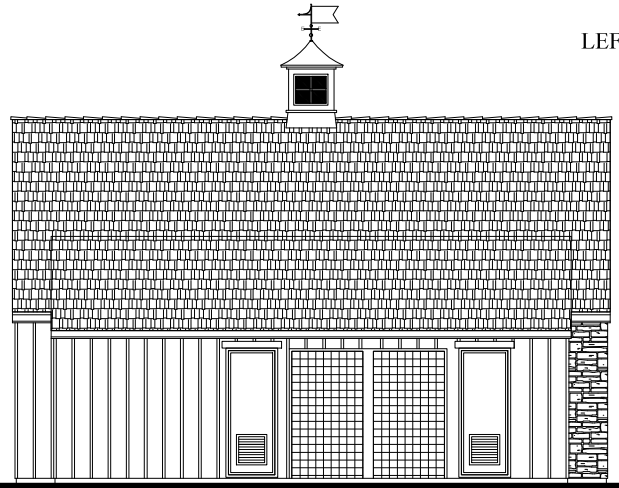
SINGLE - FAMILY DETACHED
PERRIS, CALIFORNIA
PACIFIC COMMUNITIES BUILDER, INC.

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

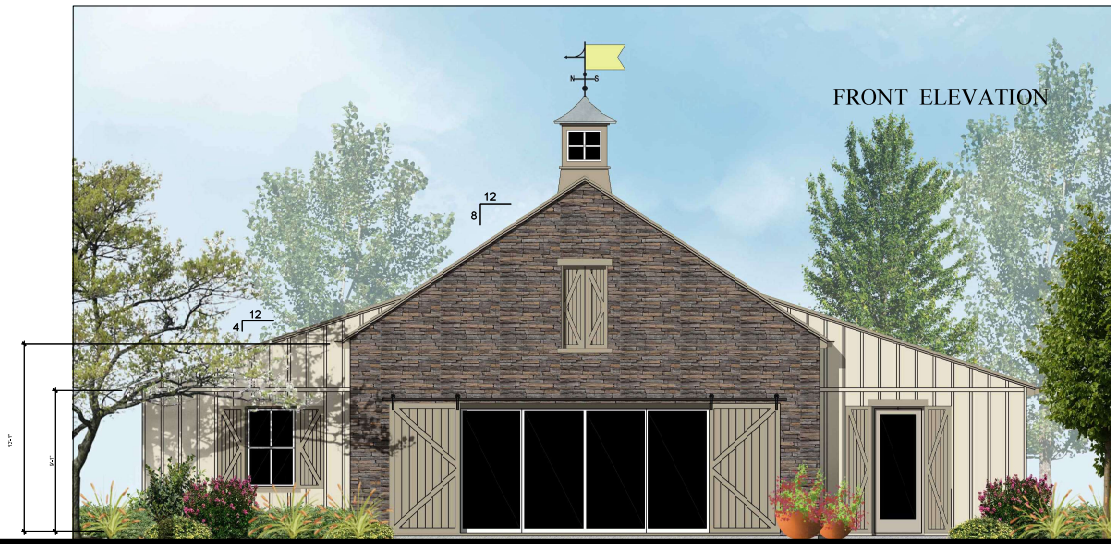
4.0

04/15/2025

LEFT ELEVATION

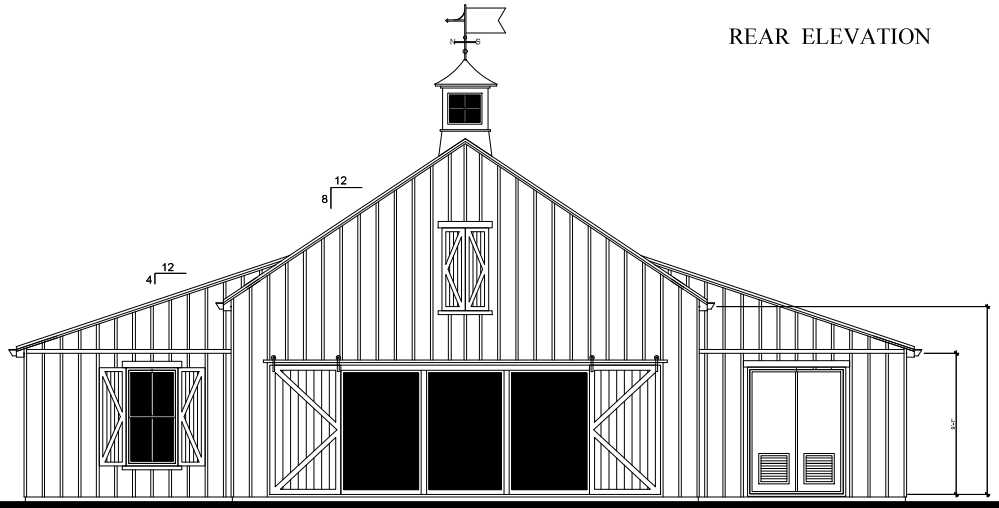


FRONT ELEVATION

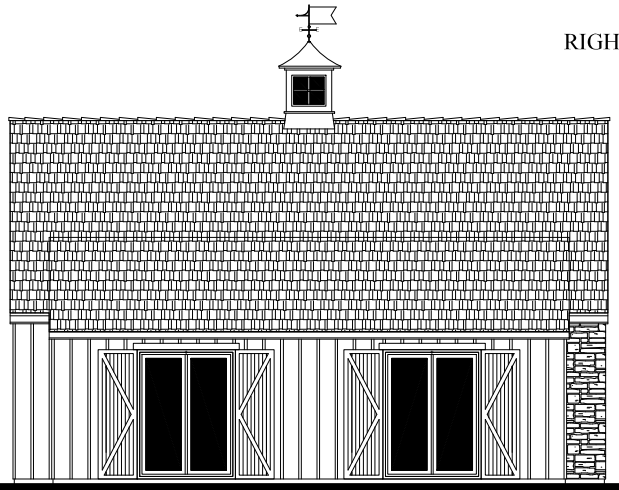


(RECREATION BUILDING COLOR IS AT PRELIMINARY STAGE AND SUBJECT TO CHANGE.)

REAR ELEVATION



RIGHT ELEVATION



(STONE VENEER DESIGN SIMILAR TO THE FRONT ELEVATION APPROACH COULD BE CONSIDERED AS AN OPTION.)

Pacific Lantana

Single-Family Detached

Perris, California
Pacific Communities Builder, Inc.

Elevations

Recreation Building
APPROXIMATE SIZE 2020 Sq. Ft.

FOR ARCHITECTS USE ONLY. DIMENSIONS TAKEN TO FACE OF STUD.

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel: (949) 660-8988
Fax: (949) 253-0683

RB.2

May 28, 2022

Attachment 3

City Council Agenda Submittal without Exhibits – Dated September 29, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to Adopt Resolution Number (next in order) and Introduce and Conduct the First Reading by Title Only of Ordinance Number (next in order) regarding Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 – A proposal to consider a gated residential development on 13.61 gross acres, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest of Pacific Communities.

REQUESTED ACTION: Adopt Resolution No. (next in order) adopting Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program and approve Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review 22-00014 to facilitate the construction of a gated 91-detached single-family residential development on 13.61 gross acres, based on the findings contained herein and subject to the Conditions of Approval; and

Introduce the First Reading of Ordinance No. (next in order) approving Planned Development Overlay Zone 22-05152 to allow flexibility from the R-6,000 Single Family Residential development standards for the construction of a gated 91-detached single-family residential development on 13.61 gross acres, based on the findings contained herein and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On September 2, 2026, the Planning Commission voted 4–0-1 (Hammond, Abstained) to recommend approval to the City Council of the proposed Pacific Lantana project consisting of 91 detached single-family residences with amenities consisting of a clubhouse, a swimming pool and spa, a children's play area/tot-lot, a half basketball court, a picnic pavilion with BBQ, and a dog park on 13.61 gross acres (12.8 net acres), located north of Metz Road between McKimball Road and "A" Street requiring the following entitlements: 1) Planned Development Overlay to allow flexibility from the R-6,000 Single

Family Residential development standards; 2) Tentative Tract Map to subdivide 13.61 gross acres into 91 residential lots; and 4) Development Plan Review for review of the site plan and building elevations.

The Planning Commission (PC) supported the project subject to modification to the conditions of approval including the following: 1) additional dog waste stations, separate fenced areas for large and small dogs, and a shade structure within the dog park; 2) use of "Day Spa" as an accent color rather than the primary color for the Modern Farmhouse architecture; 3) additional landscaping and site design enhancements, including evergreen trees, an enhanced entry roundabout, replacement of palm trees around the clubhouse and pool deck, and natural grass within the dog park; and 4) enhancements to the project entry monument sign, including complementary materials, individual lettering, architectural detailing, layered landscaping, and integrated low-profile lighting.

Public Comment:

No public comments were received during the Planning Commission meeting; however, prior to the meeting, staff received an email from an adjacent resident opposing the Planned Development Overlay Zone and requesting single-story homes as a buffer between the proposed development and existing homes to the north, as well as a perimeter walking path (Attachment 10).

In response to the concerns raised in the email, the project provides 20- to 25-foot rear-yard setbacks along the site perimeter, consistent with the R-6,000 Zone's minimum setback requirement of 20 feet. Additionally, the applicant has agreed to plant two (2) evergreen trees within the rear yard of each lot that adjoins an existing home to the north of the site to provide additional privacy. While the commenter requested a single-story buffer, the R-6,000 Zone permits two-story residences, and three (3) of the nine (9) existing homes bordering the site to the north are two-story; therefore, the proposed building heights comply with applicable zoning regulations. The project also provides pedestrian connectivity through internal walkways and sidewalks along all street frontages, making an additional perimeter walking path unnecessary.

PROJECT DESCRIPTION

Planned Development Overlay (PDO) Zone and Residential Development

The project proposes to rezone 13.61 gross acres (12.8 net acres) from the Residential R-6,000 Zone to the Residential R-6,000 Planned Development Overlay (PDO) Zone. The purpose of the PDO is to allow flexibility with the development and lot standards to facilitate implementation of the proposed 91-unit single-family residential development with lots ranging from 3,769 to 6,713 square feet. The PDO also includes provisions to calculate the project's density using gross acreage methodology instead of the net acreage used by the General Plan, resulting in a density of 6.69 dwelling units per gross acre. This density is within the 4 to 7 dwelling units per acre range established for the R-6,000 Zone. Therefore, the proposed 91-unit development is consistent with the applicable density standards. The proposed residential units range from 2,166 to 2,577 square feet and include an attached two-car garage, a maximum of five bedrooms, and, in some units, the option to convert the ground-level bedroom into a junior accessory dwelling unit (JADU), three full bathrooms, a kitchen, a dining room, and a front

porch. Additionally, the proposal includes 90 parking spaces for guests throughout the development and adjacent to the clubhouse.

Project Amenities

Amenities include 29,461 square feet of recreation area, including a 2,020-square-foot single-story clubhouse/sales office, an activity lawn, a swimming pool and spa, a children's play area/tot-lot, a half basketball court, a picnic pavilion with BBQ, and a dog park.

Circulation and Access

Primary access to the site will be provided from "A" Street, with secondary access from McKimball Road for egress and fire access only. Both access points will feature stamped concrete, while the primary entrance will include a raised, landscaped center median. A private gated main-loop road and two (2) interior streets will provide access to each lot within the subdivision. The roadway system will include curbs, gutters, and sidewalks, along with traffic-calming measures such as choked intersections, bulb-out street corners, and 90 on-street visitor parking spaces. The project site will be secured by a 6-foot-high perimeter block wall with pilasters and automatic gates.

ENVIRONMENTAL DETERMINATION:

An Initial Study was prepared for the project per 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 starting on May 22, 2026, and ending on June 22, 2026. 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 five (5) comment letters regarding this project (Attachment 9):

1. *March Inland Port Airport Authority* – Noted minor typographical errors, which have been corrected in the Final Mitigated Negative Declaration, and noted that the project should be reviewed by ALUC. ALUC reviewed the project on August 11, 2026, and determined it to be conditionally consistent with the Airport Plan.
2. *Riverside County Flood Control District and Water Conservation District (First and Second Letters)* - Both letters are generally informational. As requested in the letter, the Applicant will enter a cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) regarding the proposed project-related Master Drainage Plan facilities and obtain an encroachment permit for any construction-related activities within District right-of-way and/or facilities. *Riverside County Transit Agency* – Provided an acknowledgment of their review of the IS/MND and had no comments.
3. *United States Fish and Wildlife Service* – Provided information that a burrowing owl protocol survey is required even if construction during the breeding season is avoided. In response, the mitigation measures have been revised to include the survey protocols.

None of the letters raised environmental concerns not already addressed in the IS/MND. Responses to comments have been included in the Final MND as Appendix "H" (Attachment 10).

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 (Attachment 11). As of the writing of the staff report, staff has not received additional comments regarding this project.

RECOMMENDATION:

The Planning Commission recommends that the City Council adopt Resolution Number *(next in order)*, adopting Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program, and approving Planned Development Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review 22-00014 to facilitate the construction of a gated 91 detached single-family residential development on 13.61 gross acres (12.8 net acres), located north of Metz Road between McKimball Road and "A" Street, 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: Patricia Brenes, Planning Manager

Attachments:
1.Resolution No. (next in order) with CoAs.pdf
2.Ordinance No. (next in order) adopting the Planned Development Overlay and Zone 22-05152
3.Location-Aerial Map
4.Existing and Proposed Zoning Maps
5. MARB IPA ALUCP Map
6.Project Plans (Site Plan, Plotting Plan, Building Elevations, Renderings, Conceptual Landscape Plan)
7.Tentative Tract Map No. 37907
8.Planning Commission Staff Report Without Exhibits - Dated September 2, 2026
9.Initial Study-Mitigated Negative Declaration, Technical Studies, and Response to Comments
10.Public Comment Email from Planning Commission meeting
11.Notice of Public Hearing

CITY OF PERRIS

10.M

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Approve a Lease Agreement for property located at 129 East 10th Street, APN 313-272-005 between the City of Perris and Edgar and Stephanie Arredondo.

REQUESTED ACTION: That the City Council 1) Approve a Lease Agreement between the City of Perris and Edgar and Stephanie Arredondo, for the property located at 129 East 10th Street, APN 313-272-005; and 2) Authorize the City Manager or her designee to finalize and execute the Agreement, subject to City Attorney approval as to form.

CONTACT: Benigno Sandoval - Economic Development Director

BACKGROUND/DISCUSSION:

Property & Tenancy Overview: The City of Perris owns the single-family home with an attached garage located at 129 East 10th Street (APN 313-272-005). The home was constructed in August 2020 utilizing grant funding from the United States Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP) and remains under City of Perris ownership. Housing Division Staff conducted a lottery on September 14, 2020, to randomly select a tenant, and the City Council approved the initial Lease Agreement on September 29, 2020, for a one-year term commencing October 1, 2020.

Lease Renewal Request: The tenant has remained in good standing with the City of Perris, with all monthly rent payments submitted early or on time. The tenant has formally expressed their desire to continue occupying the home to support ongoing housing stability. The City Council has approved subsequent annual renewals with the existing tenants under the same terms. The current Lease Agreement expires September 30, 2026.

Proposed Lease Terms:

- Edgar and Stephanie Arredondo: One-year term commencing October 1, 2026, through September 30, 2027. The monthly rent will remain $1,648, calculated using Section 8 Guidelines, or roughly thirty percent (30%) of the household income.

Economic Development Context & Strategic Alignment

Retaining this tenant supports the City's housing objectives by keeping a HUD-funded, Neighborhood Stabilization Program home in stable, productive residential use.

Continuous, good-standing occupancy protects the City's investment, sustains rent revenue for operational and maintenance costs, and advances the neighborhood stabilization goals the home was built to serve.

BUDGET (or FISCAL) IMPACT:

Lease Agreement revenue will generate $19,776 to the Housing Authority Budget for ongoing operational and maintenance costs related to the property.

Prepared By: Benigno Sandoval, Economic Development Director

Attachments:
1. - 129 East 10th St. Perris CA Property Aerial.pdf
2. - Lease Agreement between the City of Perris and Edgar and Stephanie Arredondo, for the property located at 129 East 10th Street.pdf

ATTACHMENT 1
Property Aerial

Property Aerial
129 East 10th Street
APN 313-272-005

ATTACHMENT 2

Lease Agreement between the City of Perris and Edgar and Stephanie Arredondo, for the property located at 129 East 10th Street

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 2017)

City of Perris ("Landlord") and Edgar and Stephanie Arredondo ("Tenant") agree as follows:

1. **PROPERTY:**
   A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 129 E. 10th Street Perris, CA 92570 ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) **only**: Edgar Arredondo, Stephanie Arredondo, Jason Arredondo, Milo Arredondo.
   C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or ☐ (if checked) the personal property on the attached addendum.
2. **TERM:** The term begins on (date) October 1, 2026 ("Commencement Date"), **(Check A or B):**
   ☐ A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** and shall terminate on (date) September 30, 2027 at 5:00 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Landlord and Tenant have in writing extended this agreement or signed a new agreement; **(ii)** mandated by local rent control law; or **(iii)** Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $ $1,648.00 per month for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or** ☐ _____ **) day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
   D. PAYMENT: Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, ☒ other Online, to (name) City of Perris (phone) _____ at (address) 101 N. D Street Perris, CA 92570 OR https://cityofperriscitizens.munisselfservice.com/ (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 8:00am and 5:00pm on the following days Monday through Friday. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☒ money order, or ☒ cashier's check.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $ $869.05 (Paid in full October 2020) as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.
   C. **Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
   D. No interest will be paid on security deposit unless required by local law.
   E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to The City of Perris shall be paid by ☒ personal check, ☒ money order, or ☒ cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit	N/A Existing Tenant	$869.05 (October 2020)	$0.00	N/A
Other _____				
Other _____				
Total				

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____

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Form Made Fillable by RentalLeaseAgreements.com

Premises: 129 E. 10th Street Perris, CA 92570 Date: 9/1/2026

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or** ☐ _____ **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of $ _____ or 5.000 % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

☒ **A.** Parking is permitted as follows: Personal vehicles owned by Tenants as described in this paragraph. No commercial vehicles (GVWR over 10,000 lbs) shall be parked on or about the Premises.

The right to parking ☒ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional $ _____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR ☐ **B.** Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

☒ **A.** Storage is permitted as follows: Only reasonable amount of household property owned by Tenants.

The right to storage space ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional $ _____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR ☐ **B.** Storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: _____ except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

☐ **A.** Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____

☒ **B.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

☒ **C.** Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or** ☐ _____ **) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☐ **D.** Other: _____

11. MAINTENANCE:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Landlord ☒ Tenant shall water the garden, landscaping, trees and shrubs, except: _____

C. ☐ Landlord ☒ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____

D. ☐ Landlord ☐ Tenant shall maintain _____

E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: _____

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____

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12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: _____ .

14. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

☐ **1.** Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____ .

OR ☐ **2.** Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

15. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____ . Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

☐ **1.** Landlord shall provide Tenant with a copy of the HOA rules and regulations within _____ days or _____ .

OR ☐ **2.** Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

16. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 27C, without Landlord's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

17. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ■ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises, ☐ _____ remote control device(s) for garage door/gate opener(s),

☐ _____ key(s) to mailbox, ☐ _____ ,

☐ _____ key(s) to common area(s), ☐ _____ .

B. Tenant acknowledges that locks to the Premises ☐ have ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

18. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry or **(iii)** if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. ■ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

19. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

20. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

21. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____

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22. ☐ **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
23. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
24. ☐ **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
25. **DATABASE DISCLOSURE:** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.
26. **POSSESSION:**
    A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or** ☐ _____ **) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
    B. ☐ Tenant is already in possession of the Premises.
27. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of the Agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Landlord, empty of all persons; **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; **(v)** remove all debris; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. **Right to Pre-Move-Out Inspection and Repairs as follows: (i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: **(a)** obtain receipts for Repairs performed by others; **(b)** prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and **(c)** provide copies of receipts and statements to Landlord prior to termination. Paragraph 27C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
28. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 27, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
29. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
30. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
31. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: **(i)** an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
32. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)
Reviewed by _____ Date _____

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33. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
34. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: City of Perris, 101 N. D Street Perris, CA 92570, Attn: Economic Development

Tenant: Edgar & Stephanie Arredondo, 129 E. 10th Street Perris, CA 92570

35. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
36. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: **(i)** before occupancy begins; **(ii)** upon disapproval of the credit report(s); or **(iii)** at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
37. **MEDIATION:**
    - **A.** Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    - **B.** The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    - **C.** Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
38. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 37A.
39. **CAR FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
40. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:**

The following ATTACHED supplements are incorporated in this Agreement: ☐ Keysafe/Lockbox Addendum (C.A.R.Form KLA); ☐ Interpreter/Translator Agreement (C.A.R. Form ITA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

41. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
42. **AGENCY:**
    - **A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
      Listing Agent: (Print firm name) _____
      is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.
      Leasing Agent: (Print firm name) _____
      (if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
    - **B. DISCLOSURE:** ☐ (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.
43. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
44. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Landlord and Tenant acknowledge receipt of the attached interpretor/translator agreement (C.A.R. Form ITA).
45. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)
Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Premises: 129 E. 10th Street Perris, CA 92570 Date: 9/1/2026

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant Edgar Arredondo Date
Address 129 E. 10th Street City Perris State CA Zip 92570
Telephone (951) 314-7695 Fax E-mail sdarredondo118@gmail.com

Tenant Stephanie Arredondo Date
Address 129 E. 10th Street City Perris State CA Zip 92570
Telephone (951) 768-8178 Fax E-mail sdarredondo118@gmail.com

46. ☐ **GUARANTEE:** In consideration of the execution of the Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name)
Guarantor Date
Address City State Zip
Telephone Fax E-mail

47. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
48. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord Date
(Owner or Agent with authority to enter into this Agreement)

Landlord Date
(Owner or Agent with authority to enter into this Agreement)

Landlord Address 101 N. D Street Perris, CA 92570 City Perris State CA Zip 92570
Telephone (951) 943-6100 Fax E-mail

REAL ESTATE BROKERS:
A. Real estate brokers who are not also Landlord under the Agreement are not parties to the Agreement between Landlord and Tenant.
B. Agency relationships are confirmed in paragraph 42.
C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm)
By (Agent) Date
Address City State Zip
Telephone Fax E-mail

Real Estate Broker (Listing Firm)
By (Agent) Date
Address City State Zip
Telephone Fax E-mail

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Reviewed by Date

EQUAL HOUSING OPPORTUNITY

CITY OF PERRIS

11.A

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Adopt Proposed Resolution Number (next in order) and Introduce and Conduct the First Reading, by Title Only, of Ordinance Number (next in order) regarding Specific Plan Amendment 26-00002 and Zoning Code Text Amendment 26-00002 – A proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code, and the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit data centers Citywide. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number (next in order), finding that the Specific Plan Amendment 26-00002 is not subject to the California Environmental Quality Act (CEQA) and alternatively that the project is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption), because it can be seen with certainty that there is no possibility the proposed amendment would have a significant effect on the environment, and Section 15308 as an action taken by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment; and approve Specific Plan Amendment 26-00002 amending the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit data centers citywide, based on the findings contained herein.

Introduce Ordinance Number (next in order) finding the Project is exempt from the provisions of the CEQA Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption) because it can be seen with certainty that there is no possibility that the proposed amendment would have a significant effect on the environment and Section 15308, as an action taken by a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment; and approving Zoning Code Text Amendment 26-00002 to amend Title 19 (Zoning Code) of the Perris Municipal Code to prohibit data centers citywide, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On June 9, 2026, the City Council voted unanimously, 5-0, to direct staff to initiate amendments to the City's codes to consider a citywide prohibition on data centers. This direction was provided after considering (1) Public testimony from 27 speakers in support of the prohibition; (2) Staff presentation that one City in California outright ban data center citywide, and four cities in California permit them subject to a Conditional Use Permit, CEQA review and additional setback and landscaping requirements (see Attachment 3); and (3) Staff presentation on the high demand for electricity and water consumption, and noise impact associated with a data center, plus the potential as a revenue source and living wage job for data center development.

On September 16, 2026, the Planning Commission voted unanimously, 5-0, to recommend that the City Council approve Zoning Code Text Amendment 26-00002 and Specific Plan Amendment 26-00002 to prohibit data centers throughout the City of Perris, with amendment to the definition for a Data Center. This direction was provided after considering:

1. Public testimony from 25 public speakers in support of the proposed prohibition.
2. Large-scale data centers can consume 20–100 MW of continuous electricity, placing significant demands on limited grid capacity and potentially requiring costly infrastructure upgrades. In Perris, this concern is heightened by the City's proximity to March Air Reserve Base, where maintaining power for critical military operations could take priority during a rolling blackout. Such outages could leave residents without air conditioning, emergency communications, and other essential services, creating potential safety risks.
3. Data centers can require 200,000 to several million gallons of water daily for cooling, compared with 5,000–50,000 gallons for a similarly sized warehouse and 150–300 gallons for a typical household. This demand can strain water supplies, require costly infrastructure, and reduce flexibility during droughts or shortages, even where recycled water is available. These concerns is greater in Perris due to the area's hot climate.
4. Data centers operate continuously, with cooling, electrical, and backup systems generating persistent low-frequency noise. Unlike intermittent warehouse activity, this noise can affect nearby residents and sensitive receptors even when modeled levels meet property-line standards.
5. Large-scale data centers can generate substantially more property tax revenue than similarly sized warehouses because their assessed value includes specialized equipment and infrastructure. For example, an 800,000-square-foot Perris warehouse assessed at $187 million could generate approximately $187,000 annually for the City, while a data center assessed at six times that value ($1.122 billion) could generate approximately $1.12 million annually under the same assumptions.
6. Although, data center positions require specialized technical expertise offering higher salary jobs, they typically need between 50 to 100 employees compared to 1,000 of employees associated with a typical industrial use therefore offer less employment opportunities.

In summary, the Planning Commission determined that while data centers may provide property

investment, property tax revenue, and living-wage employment, those benefits do not outweigh the City's responsibility to maintain adequate and reliable services, which would be jeopardized due to infrastructure capacity strains related to electricity and water demand of data centers, and the need for a balanced mix of land uses contemplated by the General Plan and applicable Specific Plans.

RELATIONSHIP TO THE GENERAL WELFARE AND BASIS FOR CITYWIDE PROHIBITION

The proposed amendments would establish a citywide prohibition on data centers to protect the public health, safety, and general welfare and support the City's long-term planning objectives to provide a balanced mix of land uses throughout the City. Allowing data centers that are characterized by high, continuous electricity and water demand; continuous mechanical and generator operations; potential requirements for substantial off-site infrastructure; and relatively low employment intensity can place sustained demands on limited utility and public resources and create impacts beyond the project site, including significant environmental impacts associated with the excessive water and electricity usage and noise generation. The proposed amendments provide a way to address these anticipated conditions and avoid these environmental impacts through prospective land-use planning rather than relying solely on site-specific review.

Additionally, although a Conditional Use Permit (CUP) requirement would allow the City to evaluate individual proposals, but imposing project-specific conditions cannot eliminate the underlying utility demands of data centers, ensure that capacity remains available for other planned community needs, or address the cumulative effects of multiple facilities. Similarly, limiting data centers to industrial zones or areas away from sensitive receptors could reduce localized compatibility concerns but would not address systemic demands for electricity, water, infrastructure, or emergency reliability. Allowing smaller data centers would not necessarily avoid these concerns, because electricity and water use can vary depending on facility design, cooling systems, equipment, and potential for future expansion.

Based on these considerations, a citywide prohibition would provide a consistent and predictable approach to addressing the identified concerns before substantial private investment or infrastructure commitments occur. While data centers may provide property investment, tax revenue, and specialized employment, these benefits must be balanced against the City's responsibility to maintain adequate and reliable services and preserve land and infrastructure capacity for the balanced mix of uses contemplated by the General Plan and applicable Specific Plans. The proposed amendment would therefore protect against development inconsistent with the General Plan and preserve and advance the City's land use objectives.

PROPOSED AMENDMENT

The proposed Zone Text Amendment would amend Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), and 19.44 (Industrial Zones) of the Zoning Code (Title 19 of the Perris Municipal Code). The proposed Specific Plan Amendment would amend the following Specific Plans: Perris Valley Commerce Center (PVCCSP), Downtown Perris (DPSP), Green Valley (GVSP), Harvest Landing (HLSP), New Perris (NPSP), and Riverglen (RSP). Collectively, these two actions would

prohibit data centers citywide.

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 Zoning Code's notice requirements for citywide projects. As of the preparation of the staff report, staff has not received any comments regarding this project.

RECOMMENDATION:

The Planning Commission recommends that the City Council find that the Zoning Code Text Amendment 26-00002 and Specific Plan Amendment 26-00002 are not subject to CEQA or alternatively, are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the Common Sense Exemption, because it can be seen with certainty that there is no possibility that the proposed amendments may have a significant effect on the environment, and CEQA Guidelines Section 15308, as an action taken a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment; and approve Zoning Code Text Amendment 26-00002 to amend the Zoning Code, and Specific Plan Amendment 26-00002 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit Data Centers citywide, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT:

Staff time for preparing the staff report is budgeted in the 2026-2027 Development Services Budget.

Prepared By: Rafael Garcia, Principal Planner

Attachments:
1. Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code, including Exhibits A-D
2. Resolution No. (Next in Order) finding that the Project is adequately covered by CEQA and amending the PVCCSP, DPSP, GVSP, HVSP, NPSP, and RGSP, including Exhibits A-F
3. Survey of California Cities Approach to Regulation of Data Centers
4. Planning Commission Staff Report without Exhibits- Dated September 16, 2026
5. City Council Staff Report without Exhibits- Dated June 9, 2026
6. Public Comment Letters
7. Notice of Public Hearing

ATTACHMENT 1

Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code

ORDINANCE NUMBER next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED ON THE FINDINGS NOTED HEREIN, ZONING CODE TEXT AMENDMENT 26-00002, AMENDING CHAPTERS 19.08 (DEFINITIONS) 19.36 (CN ZONE), 19.38 (CC ZONE) AND 19.44 (INDUSTRIAL ZONES) OF THE ZONING CODE OF THE PERRIS MUNICIPAL CODE TO PROHIBIT DATA CENTERS WITHIN THE CIT OF PERRIS

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 26-00002 to prohibit data centers as part of the Zoning Code, Title 19 of the Perris Municipal Code; and

WHEREAS, Zoning Code Text Amendment 26-00002 and its attachments, (collectively hereafter referred to as "Zoning Code Text Amendment 26-00002") are proposed to amend Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone) and 19.44 (Industrial Zones) of the Zoning Code, Title 19 of the Perris Municipal Code, to prohibit data centers within the City; and

WHEREAS, the purpose of Zoning Code Text Amendment 26-00002 is to protect public health, safety, and general welfare from the adverse effects of data centers; and

WHEREAS, the City Council finds that Data Centers have defining operational characteristics that may place disproportionate and long-duration demands on electricity, water, and supporting public infrastructure; expose nearby properties and sensitive receptors to continuous mechanical and generator noise; consume substantial industrial or commercial land while producing relatively few on-site jobs; and require long-term utility and land-use commitments that may be difficult to reverse; and

WHEREAS, these reasonably anticipated effects bear directly on the City's responsibility to plan for reliable essential services, orderly growth, compatible land uses, economic opportunity, and resilience during constrained-supply or emergency conditions, and the City need not wait for a service failure or site-specific impact before adopting a prospective land-use policy; and

WHEREAS, although a Conditional Use Permit requirement could regulate site-specific impacts such as ensuring appropriate setbacks, screening, equipment placement, and specified operating standards for an individual site, such a requirement would leave open a substantial possibility of development and operation of data centers in the City without (i) eliminating the continuous and substantial electricity and water (for cooling) demands of data centers, (ii) guaranteeing that long-term utility capacity remains available for other planned community needs, (iii) avoiding the significant adverse environmental impacts that data centers can cause, or (iv) preventing the cumulative commitment of infrastructure capacity as applications are approved over time; and

WHEREAS, project-by-project review would require repeated compatibility and utility-capacity decisions without an adopted Citywide allocation framework for scarce utility resources and without assurance that mitigation imposed on one facility would address the combined effects of other existing or future facilities; and

WHEREAS, limiting Data Centers to industrial zones away from sensitive receptors would reduce certain immediate compatibility concerns but would not address systemwide electricity and water demand, infrastructure upgrades, emergency reliability, land consumption, or low employment intensity, and a size threshold would not reliably predict operational impact because electricity density, cooling technology, equipment configuration, expansion potential, and the combined effects of multiple smaller facilities vary substantially; and

WHEREAS, the proposed text amendments to prohibit data centers apply to Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), and 19.44 (Industrial Zones) of Title 19 of the Perris Municipal Code, and by a separate-but-related City resolution (considered concurrently herewith) to adopt Specific Plan Amendment (SPA) 26-00002, to the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plan areas, because the identified demands affect interconnected systems serving the City and are not reliably confined or predicted by zoning designation, building size, or distance from a sensitive receptor; and

WHEREAS, on September 16, 2026, the Planning Commission conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00002, and thereafter adopted Resolution No. 26-17 recommending that the City Council find a CEQA exemption and adopt said Zoning Code Text Amendment 26-00002; and

WHEREAS, on October 13, 2026, the City Council conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00002, and having done so, now sees fit and intends to find a CEQA exemption and adopt Zoning Code Text Amendment 26-00002 as provided herein; and

WHEREAS, in accordance with California Government Code Section 65352.3 (Senate Bill 18), the City of Perris provided formal notification for tribal consultation regarding the amendment to those California Native American tribes identified by the Native American Heritage Commission as being traditionally and culturally affiliated with the geographic area of the project area and

WHEREAS, on July 13, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that the amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the 2010 Perris Valley Airport ALUCP; and

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

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

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

Section 2. The City Council finds, based on the whole administrative record, that the proposed Zoning Code Text Amendment 26-00002 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; and that, alternatively, the proposed Zoning Code Text Amendment 26-00002 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 that CEQA applies only to projects which have the potential for causing a significant effect on the environment and pursuant to CEQA Guidelines Section 15308 (Class 8 Categorical Exemption - Actions by Regulatory Agencies for Protection of the Environment). Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Zoning Code Text Amendment 26-00002 constitutes an action by the City as a regulatory agency, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Zoning Code Text Amendment 26-00002, by prohibiting data center land uses, assures the protection of the environment from significant environmental impacts that are commonly caused by data centers' continuous and high demand for water and electricity and generation of noise, vibration, and diesel generator emissions, among other impacts. The water demand would be even greater for a facility located in the City of Perris given the areas hot climate. No exception to the categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies.

Section 3. The City Council further finds as follows:

A. The proposed Zoning Code Text Amendment is necessary to protect the public health, safety, and general welfare and support the City's long-term planning objectives, and constitutes a valid exercise of the City's police power pursuant to Article XI, Section 7 of the California Constitution.

B. The proposed Zoning Code Text Amendment would prospectively prohibit data centers, a land use whose continuous, substantial and potentially cumulative demands on electricity, water, cooling, and supporting infrastructure; long-duration mechanical and generator noise; substantial land consumption; and comparatively low on-site employment intensity would conflict with the City's adopted land-use, infrastructure, service-reliability, economic-opportunity, and emergency-resilience priorities. Although Data Centers may provide property investment, property tax revenue and living-wage employment, those benefits do not outweigh the City's responsibility to maintain adequate and reliable services, which would be jeopardized due to infrastructure capacity strains related to electricity and water demand of data centers, and the need for a balanced mix of land uses contemplated by the General Plan and applicable Specific Plans. The water demand would be even greater for a facility located in the City of Perris given the areas hot climate. Electricity demand is of particular interest for Perris, as the City is next to March Air Reserve Base. Any rolling blackout would hit Perris and surrounding communities first, as the most critical priority is preserving electricity needs for the March Air Reserve Base, which supports US military operations by providing airlift refueling, deployment, training and logistics capabilities. This could in turn create safety risks in the City including loss of air conditioning in the City's hot climate and loss of emergency communication and response capabilities. The City is not required to wait for a service failure or a site-specific impact to occur before addressing reasonably anticipated effects through legislation.

C. The proposed Zoning Code Text Amendment is consistent with the General Plan, and advances numerous goals, policies, and implementation measures set forth therein, including Goal IV of the Land Use Element, Goal 3.1 of the Environmental Justice Element and Goal V of the Noise Element, by achieving consistency among all planning documents, ensuring that the amendment reduces negative impacts associated with certain land uses and ensuring that future non-residential uses are compatible with noise sensitive land uses. The proposed Zoning Code Text Amendment also advances Goal II of the Land Use Element, which is "New development consistent with infrastructure capacity and municipal service capabilities." Allowing development of Data Centers as a matter of policy would be inconsistent with infrastructure capacity and municipal service capabilities, and therefore would be incompatible with Land Use Element Goal II. The proposed prohibition therefore protects against development inconsistent with the General Plan and preserves and advances the City's land use objectives.

D. The proposed Zoning Code Text Amendment will enhance, rather than diminish, public health, safety, and the general welfare. A Conditional Use Permit requirement would allow the City to evaluate individual proposals, but imposing project-specific conditions cannot eliminate the underlying utility demands of Data Centers, ensure that capacity remains available for other planned community needs, or address the cumulative effects of multiple facilities. Limiting Data Centers to industrial zones away from sensitive receptors likewise would not address systemwide demands for electricity, water, infrastructure, or emergency reliability. A size-based exemption would not provide equivalent protection because operational impact is not reliably predicted by building area and may vary with electricity density, cooling technology, equipment configuration, expansion potential, and the combined effects of multiple smaller facilities. The Citywide prohibition is therefore a reasonable legislative means of avoiding identified impacts before substantial private investment or public and utility commitments become difficult to reverse.

E. The availability of electricity or water service to an individual project, or evidence that a particular facility could satisfy an applicable numerical noise standard or generate less noise than another warehouse-type use, does not resolve the broader legislative concerns. The amendment rests on the use's continuous, substantial and potentially cumulative resource demands, long-term infrastructure commitments, land-consumption and employment characteristics, emergency-reliability implications, and the absence of assurance that individualized mitigation would preserve capacity or provide equivalent protection across the City. The existence of less restrictive approaches therefore does not negate the reasonable relationship between the uniform prohibition and the general welfare.

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 October 13, 2026, the City Council approves Zoning Code Text Amendment 26-00002 as follows:

A. Chapter 19.08 (Definitions) of the Perris Municipal Code is hereby amended as provided in Exhibit 1 attached to this Ordinance (with added text indicated in bold, red font), which is incorporated herein by this reference; and

B. Chapter 19.36 (CN Zone) of the Perris Municipal Code is hereby amended as provided in Exhibit 2 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

C. Chapter 19.38 (CC Zone) of the Perris Municipal Code is hereby amended as provided in Exhibit 3 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

D. Chapter 19.44 (Industrial Zones) of the Perris Municipal Code is hereby amended as provided in Exhibit 4 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

Section 5. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, 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, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard. This Ordinance shall take effect thirty days after its adoption.

ADOPTED, SIGNED and APPROVED this 13th day of October, 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 Ordinance Number ____ was duly and regularly adopted by the CityCouncil of the City of Perris at a regular meeting held on the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A: Zoning Code Text Amendment (Chapter 19.08 – Definitions of Title 19 of the Perris Municipal Code)

Exhibit B: Zoning Code Text Amendment (Chapter 19.36 – CN Zone of of Title 19 of the Perris Municipal Code)

Exhibit C: Zoning Code Text Amendment (Chapter 19.38 – CC Zone of of Title 19 of the Perris Municipal Code)

Exhibit D: Zoning Code Text Amendment (Chapter 19.44 - Industrial Zones of Title 19 of the Perris Municipal Code)

EXHIBIT A

Zoning Code Text Amendment (Chapter 19.08 – Definitions of Title 19 of the Perris Municipal Code)

CHAPTER 19.08. DEFINITIONS

Sec. 19.08.010. Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure means a building which is attached to or detached from the main building on a parcel or lot, the use of which is ancillary to that of the main building. An accessory building includes, but is not limited to, greenhouse, storage shed, pool house, cabana, barn, stable or workshop. Accessory buildings do not include "guest houses," "second units", "granny flats", accessory dwelling units, or junior accessory dwelling units. No accessory buildings shall be erected unless a primary building exists on the parcel.

Accessory use means a use customarily incidental and accessory to the principal use of a lot or a building located upon the same lot or building site.

Advertising structure means an on-site or off-site structure of any kind erected or maintained for outdoor advertising purposes, upon which any poster, bill, printing, painting, or symbols of any kind may be placed, including statuary for advertising purposes.

Alley means a public thoroughfare, other than a street, having a width of not more than 20 feet nor less than 16 feet which affords only a secondary means of access to abutting property, as determined by the City Engineer.

Alter means change in copy, sign face, color, material, illumination, size, shape, position, construction or supporting structure of any sign.

Amenities means facilities which enhance the operation of a use and make it more attractive to present and future uses.

Animal hospital means a place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding, and shall be only incidental to such hospital use.

Anti-drain valve or *check valve* means a valve located under a sprinkler head to hold water in the system so as to minimize drainage from the lower elevation sprinkler heads.

Apartment house means a building containing separate dwelling units for three or more families.

Application efficiency (*AE*) shall be determined as follows:

AE=0.85 for irrigation systems that have a centralized control system or controllers that measure or can be programmed to use evapotranspiration rates, or systems that use other control such as moisture sensors;

AE = 0.65 for irrigation systems which do not have any of the above soil or weather driven type controls.

Application rate means the depth of water applied to a given area, measured in inches per hour.

Applied water means the portion of water supplied by the irrigation system to the landscape.

Approved means having received the consent, endorsement or permission of the city or any advisory agency thereof and shall include those maps or actions which have been "conditionally approved."

As-built plans means drawings which show significant changes in the work made during construction and which are usually based on drawings marked up on the field and other data furnished by the contractor.

Automatic controller means a mechanical or solid state timer capable of operating a valve station to set the days and length of a water application.

Automobile storage space means a permanently maintained space on the same lot or building site as the use it is designed to serve, having an area of not less than 200 square feet, and so located and arranged as to permit the storage of and be readily accessible to a passenger automobile of average size under its own power.

Backflow prevention device means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

Bed and breakfast means dwelling where lodging and breakfast is provided for compensation and in which there are no more than five guestrooms. The use must be managed and operated solely by the owner of the property. Meals are not restricted to breakfast only, but no cooking facilities shall be allowed in the guestrooms. A guest may not stay in the dwelling for more than 14 days in any calendar year.

Bench means a seat located upon or adjacent to public property for the use of a combination of passersby or persons awaiting transportation.

Boardinghouse, roominghouse, or *lodging house* means a building or portion thereof which is used to accommodate for compensation three or more boarders or roomers in addition to the members of the occupant's immediate family occupying such building.

Building means any structure having a roof supported by columns or walls, designed or used for the housing or enclosure of person, animals, chattels or property of any kind and shall include, but not be limited to, garages, carports, patio covers and gazebos.

Building frontage means the building elevation which fronts on a public street, public parking lot, or pedestrian walk.

Bulk reverse vending machine means a reverse vending machine that is larger than 50 square feet, designed to accept more than one container at a time, and pays by weight instead of by container.

Bulletin board means a sign of permanent character, but with removable letters, words or numerals indicating the names of persons associated with or events conducted upon or products or services offered upon the premises which such signs are located and maintained.

Cabana means a structure for residential occupancy in conjunction with a mobilehome, manufactured home or factory-built housing, but not containing a kitchen.

Car-share service means a mobility enhancement service that provides an integrated citywide network of neighborhood-based motor vehicles available only to members by reservation on an hourly basis, or in smaller intervals, and at variable rates. Car-sharing is designed to complement existing transit and bicycle transportation systems by providing a practical alternative to private motor vehicle ownership, with the goal of reducing over-dependency on individually owned motor vehicles. Car-share vehicles must be located at unstaffed, self-service locations (other than any incidental garage valet service), and generally be available for pick-up by members 24 hours per day at said location. A car-share service shall provide automobile insurance for its members when using car-share vehicles and shall assume responsibility for maintaining car-share vehicles.

CEQA means the California Environmental Quality Act and CEQA Guidelines as contained in the Public Resources Code.

Change of zone means the legislative act of removing one or more parcels of land from one zone and placing them in another zone.

Child care center means any child care facility of 13 or more children (other than a family child care home), and includes infant centers, preschool and extended child care facilities. Such a facility shall provide nonmedical services to children under 18 years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis.

Church means an establishment, the principal purpose which is religious worship with ancillary uses in the principal structure or in separate buildings, including Sunday school rooms, assembly rooms, kitchen, library room, one-family dwelling unit and day nurseries operated by and on the church site, but excluding facilities for residence of or training of religious orders.

City means the City of Perris and/or its employees.

City council means the city council of the City of Perris.

Club means a nonprofit association of persons, whether incorporated or unincorporated for some common purpose, but not including groups organized primarily to render a service customarily carried on as a business.

Cocktail lounge means any establishment which serves alcohol for the purpose of on-site consumption with or without incidental sales of prepared food.

Collection facility means a center for the acceptance by donation, redemption or purchase of recyclable materials from the public. Such a facility does not use power-driven processing equipment except as indicated in sections 19.76.040 through 19.76.070. Collection facilities may include the following:

(1) Reverse vending machines.

(2) Small collection facilities which occupy an area of not more than 500 square feet, and may include:

a. A mobile unit.

b. Bulk reverse vending machines or a grouping of reverse vending machines occupying no more than 50 square feet.

c. Kiosk type units which may include permanent structures.

d. Unattended containers placed for the donation of recyclable materials.

(3) Large collection facilities which may occupy an area of more than 500 square feet and may include permanent structures.

Collector street means a two-lane roadway as designated in the city General Plan Circulation Element. The width of collector streets can range from a curb-to-curb width of 40 feet to 64 feet with sidewalk either on one side or both sides of the street depending on the particular design and traffic volumes to be served.

Commercial stable means a stable for horses which are let, hired, used or boarded on a commercial basis and for compensation.

Common open space means that open space upon a lot or parcel to which it is appurtenant, which can be used by and is accessible to all the inhabitants of the property for outside living, activity or recreation. It shall not include front or side yard setbacks, driveways, interior streets, parking areas, utility space such as trash, transformer or laundry areas, A clubhouse counts as common open space.

Complex means any group of two or more buildings, or individual units within a single building.

Consistent means free from variation or contradiction. For example, state law requires consistency between a general plan and implementation measures such as the zoning ordinance or development code.

Convalescent hospital means an institution rendering extended care, nursing, dietary and other personal services to convalescents, invalids or aged persons, in which surgery is not performed and primary treatment such

as is customarily given in general hospitals is not provided. The term "convalescent hospital" includes nursing homes, convalescent homes, rest homes and sanitariums.

Conversion factor (0.62) means the number that converts the maximum applied water allowance from acre-inches per acre per year to gallons per square foot per year. The conversion factor is calculated as follows:

(325,900 gallons/43,560 square feet)/12 inches = 0.62

325,900 gallons = one acre foot.

43,560 square feet = one acre.

12 inches = one foot.

To convert gallons per year to 100 cubic feet per year, another common billing unit for water, divide gallons per year by 748. (748 gallons = 100 cubic feet).

Corner lot means a lot situated at the intersection of two or more streets, having an angle of intersection of not more than 135 degrees.

Corner lot, reversed, means a corner lot in which the street side lot line is substantially a continuation of the front lot line of the lot upon which the rear of the reversed corner lot abuts.

Council means the city council of the City of Perris.

Coverage means the percentage of total site area covered by structures, open or enclosed, excluding the following uncovered structures: steps, courts, patios, terraces and swimming pools.

Dairy means any premises defined as a "dairy farm" by statute of the state where cows are kept, milked, or maintained for the production of milk on a commercial scale.

Data Center ~~**including, but not limited to edge data center, server farm or hyperscale facility**~~ means any facility, building, structure, or dedicated space within a building or structure used primarily for housing of a ~~large-scale~~ computer network~~,~~ or computer systems or ~~data storage~~ servers for storage or processing of data, and ancillary equipment which may include air handlers, back-up batteries, fire suppression systems, enhanced security features, and other associated utility infrastructure to support operations.~~,~~ *Data centers* are typically characterized by high electricity consumption, continuous mechanical cooling requirements, and minimal on-site employment relative to building size. *Data center* also includes an edge data center, which is a small, decentralized computing facility located close to end users and devices to process data locally and reduce lag. *Data center*~~This definition~~ excludes traditional telephone switching facilities, telecommunication antennas, **residential computer rooms,** and standard server rooms that are accessory to a permitted principal office use.

Day care home, family, means a home which regularly provides care, protection and supervision of 12 or fewer children, in the provider's own home, for periods of less than 24 hours per day, while the parents or guardians are away and includes small family day care homes and large family day care homes.

Day care home, large family, means a home which provides family child care to seven to 12 children under the age of ten years who do not reside at the home. The use of large family child care homes shall be considered a residential use of property for all residential zone districts.

Day care home, small family, means a home which provides family child care to six or fewer children including children under the age of ten years (who are not in school during the hours which care is provided) who do not reside at the home. The use of small family child care homes shall be considered a residential use of property for all residential zone districts.

dB means a decibel rating used to express the relative intensity of a sound as it is heard by the human ear.

Density bonus means a density increase over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan as of the date project application is received pursuant to Chapter 19.57.

Developer means the legal or equitable owner, or his authorized representative, of any lot or parcel within the city who intends to develop such lot in compliance with the provisions of this title.

Development means any building or other alteration of or use to which land is put and construction incidental thereto.

Development application means any formal application submitted to the city required as a prerequisite to developing property.

Director means the Director of Development Services of development services for the city, or his or her designee.

Dismantling yard means the dismantling or wrecking of used motor vehicles or trailers, or the storage, sale or dumping of dismantled, partially dismantled, obsolete or wrecked vehicles, or their parts, but shall not include the incidental storage of damaged vehicles in connection with the operation of a repair garage.

Distribution efficiency means the following for different types of irrigation heads or emitters:

(1) 0.70 for spray heads.

(2) 0.85 for gear driven, impact, or ball-driven rotors.

(3) 0.85 for bubbler heads.

(4) 0.90 for drip irrigation systems.

Drive-through or fast-food restaurant means any establishment, building, or structure where food or drink are served for consumption either on or off the premises by order from or service to either persons over an interior counter, outside the structure, or from an outdoor service window or an automobile service window.

Drug store means a store which emphasizes the sale of household and health-related items that may have incidental sales of alcoholic beverages.

Dwelling means any building or portion thereof which is used as the private residence or sleeping place for one or more human beings, but not including hotels, auto courts, trailers, club or lodging houses, or any institution such as an asylum, hospital or jail where human beings are housed by reason of illness or under legal restraint.

Easement means the right to use property owned by another for specific purposes or to gain access to another property. For example, utility companies often have easements on the private property of individuals to be able to install and maintain utility facilities.

Ecological restoration project means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

Educational institution means public and other nonprofit institutions conducting regular academic instruction at kindergarten, elementary, secondary and college levels, including graduate schools, universities, nonprofit research institutions and religious institutions. Such institutions must either offer general academic instruction equivalent to the standards prescribed by the state board of education, or confer degrees as a college or university of undergraduate or graduate standing, or conduct research, or give religious instruction. The term "educational institution" does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

Effective precipitation or useable rainfall means the portion of total precipitation that is used by the plans.

Emergency shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Emitter means drip irrigation fittings that deliver water slowly from the system to the soil.

Established landscape means the point at which plants in the landscape have developed roots into the soil adjacent to the root ball.

Establishment period means the first year after installing the plant in the landscape.

Estimated applied water use means the portion of the estimated total water use that is derived from applied water. The estimated applied water use shall not exceed the maximum applied water allowance. The estimated applied water use may be the sum of the water recommended through the irrigation schedule.

Estimated total water use means the annual total amount of water estimated to be needed to keep the plants in the landscaped area healthy. It is based upon such factors as the local evapotranspiration rate, the size of the landscaped area, the types of plants, and the efficiency of the irrigation system.

ET adjustment factor means the factor of 0.8 that, when applied to reference evapotranspiration, adjusts for the plant factors and irrigation efficiency.

Evapotranspiration means the quantity of water evaporated from adjacent soil surfaces and transpired by plants during a specific time.

Facilities study means the facilities study prepared by the city in connection with the adoption of fees as described in chapter 19.68 and as may be amended from time to time.

Factory-built housing means a residential building, dwelling unit or an individual dwelling room or combination of rooms thereof; or building component, assembly or system manufactured in such a manner that all concealed parts or processes of manufacture cannot be inspected before installation at the building site without disassembly, damage or destruction of the part, which is either wholly manufactured or is in a substantial part manufactured at an off-site location to be wholly or partially assembled on site in accordance with building standards published in the state buildings standards code and other regulations pursuant to state health and safety code section 19990. The term "factory-built housing" does not include a mobile home, a mobile home accessory building or structure, a recreational vehicle or commercial coach.

Family means all persons living in a household who are related by birth, marriage, or adoption.

Fence means a structure, self-standing, which is constructed of any combination of combustible and noncombustible materials or combustible or noncombustible materials separately used, to separate, isolate or enclose a designated lot/parcel of land or portion of lot/parcel of land.

Findings means the results of an investigation and the basis upon which decisions are made. Findings are used by city employees and decision-making bodies to justify action taken by them.

Floor area means the entire floor area of a building. The floor area includes not only the ground floor area but also any additional stories or basement of the building. All horizontal dimensions shall be taken from the exterior faces of walls, including enclosed porches. Unless otherwise indicated in this title, floor area shall mean gross usable floor area.

Flow rate means the rate at which water flows through pipes and valves (gallons per minute or cubic feet per second).

Freeway or *expressway* means a four- to six-lane roadway as designated in the city general plan circulation element. The term "freeway" also means any roadway designated as a state or federal freeway or interstate.

Front lot line means the line dividing a lot from the street. On a corner lot, only one street line is considered the front lot line, and the shorter street frontage shall be considered the front lot line.

Front yard means a yard extending across the full width of the lot between the front lot line and the nearest line of the main building.

Frontage means the front lot line of a site, separating the site from a street.

Garage means a building or part thereof, not over one story in height and used in conjunction with a residence or business for storage of self-propelled private passenger vehicles or private passenger or house trailers, wherein no service for profit is conducted.

General plan means the general plan of the city and the elements thereof as authorized and defined in the Government Code commencing with section 65300.

Government Code means the Government Code of the State of California.

Grand opening means a special event solely for the purpose of promoting newly established businesses, within two months of that particular businesses' initial occupancy of the premises.

Grocery store means any retail store which provides food products, produce, household items and prepackaged alcoholic beverages as an incidental commodity to the establishment.

Health club means a facility providing physical instruction, training, therapy, exercise or rehabilitation, including, but not limited to, any or all of the following: swimming, Jacuzzi, self-defense, dance, weight control, floor exercise, body control, weight lifting, machine exercise, isometrics, or indoor or outdoor court games. This definition shall also apply to a private recreation center, health club, karate studio, Tai-Kwan-Do studio, spa, racquetball club, tennis club, fitness center, nutritional center, figure salon and establishments having similar titles.

Height of building means the vertical distance measured from the average level of the highest and lowest point of that portion of the lot covered by the building to the ceiling of the uppermost story.

High-cube warehousing means warehouses and distribution centers with a minimum gross floor area of 200,000 square feet, a minimum ceiling height of 24 feet, and a minimum dock high door loading ratio of one door per 10,000 square feet. High-cube warehouses are characterized by a small employment count due to a high level of automation. High-cube warehouses shall not be used for manufacturing or labor-intensive purposes, nor exceed the ratio of 25 employees per acre.

High-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours, as required by State law.

Hog ranch means any premises where three or more weaned hogs are maintained.

Home for the aged means an institutional facility for the lodging and care of ambulatory senior citizens, and offering or providing lodging, meals, dietary service or other personal services, but not including care or treatment of persons with addictions or contagious or communicable diseases, insanity, or surgery, physical therapy, full-time nursing care or similar activities customarily provided in a hospital, skilled nursing facility or convalescent hospital.

Hospital means any building, or portion thereof, used for the accommodation of such or injured persons, and includes sanatoria, convalescent and rest homes and boarding homes for children and aged persons, also orphanages, but shall not include asylums, detention, or similar buildings where human beings are housed or detained under legal restraint.

Hotel means a building designed for or occupied as the more or less temporary abiding place of individuals who are lodged with or without meals, in which there are six or more guest rooms, and in 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. Jails, hospitals, asylums, sanitariums, orphanages, prisons, detention homes or similar buildings where human beings are housed or detained under legal restraint are specifically not included.

Housing development except as otherwise defined in Chapter 19.57 for purposes of that Chapter, means one or more groups of projects for residential units.

Hydrozone means a portion of a landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or nonirrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a nonirrigated hydrozone.

Infiltration rate means the rate of water entry into the soil expressed as a depth of water per unit of time in inches per hour.

Infrastructure fee means the development fee established in Chapter 19.68.

Infrastructure improvements means the public facilities described in Chapter 19.68.

Ingress/egress means the ability to enter a site from a roadway and exit a site onto a roadway by the use of a motorized vehicle.

Institution means a church, school, hospital, rest home, civic establishment or similar facility.

Irrigation efficiency means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurement and estimates of irrigation system characteristics and management practices. The minimum irrigation efficiency for purposes of this title is 0.625. Greater irrigation efficiency may be expected from well-designed and maintained systems.

Junkyard means any lot or portion of any lot used for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

Kennel means a place where four or more dogs are kept, which are at least four months of age or older.

Kitchen means any room in a building or dwelling unit which is used for cooking or preparation of food.

Landscape irrigation audit means a process to perform site inspection, evaluate irrigation systems, and develop efficient irrigation schedules.

Landscaped area means the entire parcel less than building footprint, driveways, nonirrigated portions of parking lots, hardscapes, such as decks and patios, and other nonporous areas. Water features are included in the calculation of the landscaped area. Areas dedicated to edible plants, such as orchards or vegetable gardens are not included.

Landscaping means the planting and continued maintenance of suitable ornamental or beautification vegetation where an adequate irrigation system is provided with associated areas of paving, gravel or otherwise dust-free materials.

Lateral line means the water delivery pipeline that supplies water to the emitters or sprinklers from the valve.

Liquor store means any store whose predominant item of sale is packaged alcoholic beverages for off-site consumption, not food products or commodities.

Loading space means any off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading or unloading materials.

Local street means a two-lane roadway with 60 feet right-of-way and a curb-to-curb width ranging between 36 and 40 feet. Six-foot wide sidewalks are to be included in general on both sides of local streets. In industrial areas, the curb-to-curb width may be widened from 44 feet to 56 feet.

Lot means a parcel of real property as shown on a delineated parcel of land with a separate and distinct number or other delineation on a plat recorded in either the office of the county recorder of Riverside County or in San Diego County.

Lot depth means the horizontal distance between the front and rear lot lines, measured in the main direction of the side lot lines.

Lot lines includes lease lines or other lines defining a building site.

Lot size means the total horizontal area within the lot lines of the lot.

Lower income household means a person or family whose income does not exceed the qualifying limits in section 50079.5 of the California Health and Safety Code.

Main line means the pressurized pipeline that delivers water from the water source to the valve or outlet.

Major transit stop, except as otherwise defined in Chapter 19.57 for purposes of that chapter, means a site containing an existing rail or bus rapid transit station or the intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods, as required by State law.

Manufactured housing means a structure, transportable in one or more sections, which, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and incudes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such terms shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under this part. The term "manufactured home" includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 USC 541 et seq.).

Maximum applied water allowance means, for design purposes, the upper limit of annual applied water for the established landscaped area. It is based upon the area's reference evapotranspiration, the ET adjustment factor and the size of the landscaped area. The estimated applied water use shall not exceed the maximum applied water allowance.

Medical clinic means a place used for the care, diagnosis and treatment of sick, ailing, infirm and injured persons and those who are in need of medical or surgical attention including counseling services, but who are not provided with board or room, nor kept overnight on the premises.

Mined-land reclamation projects means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

Minimart means any retail establishment generally less than 3,000 square feet in floor area, functioning as a quick-service retail outlet for the convenience of the public which sells limited grocery, food and dry goods and may or may not include the sale of alcoholic beverages, and gasoline sales as an ancillary service.

Mobile home means a structure transportable in one or more sections designed and equipped to contain not more than two dwelling units to be used with or without a foundation system. The term "mobile home" shall also include state-approved factory-built housing, and does not include a recreational vehicle, commercial coach or factory-built housing.

Mobile home park means a parcel or site intended for residential use exclusively with mobile home, together with recreation and accessory facilities serving the residents of the park.

Mobile recycling unit means an automobile, truck trailer or van, licensed by the department of motor vehicles which is used for the collection of recyclable materials. A mobile recycling unit also means the bins, boxes or containers transported by trucks, vans or trailers which are used for the collection of recyclable materials.

Mulch means any material such as leaves, bark, straw or other material left loose and applied to the soil surface for the beneficial purpose of reducing evaporation.

Multiple- or multi-family dwelling means a building or portion thereof used to house two or more families including domestic employees of each such family, living independently of each other, and doing their own cooking.

Nonconforming structure means a structure which was legal when established, but which because of the adoption or amendment of the ordinance codified in this title now conflicts with the provisions of this title applicable to the district or zone in which it is situated.

Nonconforming use means the use of a structure or premises that was legal when established, but which because of the adoption or amendment of the ordinance codified in this title now conflicts with the provisions of this title applicable to the district in which such use is situated.

Occupied includes arranged, designed, built, altered, converted to, rented, leased, or intended to be occupied.

Off-sale beer and wine means the sale of all types of beer, wine and malt beverages in original sealed containers for consumption off the premises.

Off-sale, general, means the sale of all types of alcoholic beverages in original sealed containers for consumption off the premises.

On-sale beer and wine means the sale of all types of beer, wine and malt liquor for on-site consumption.

On-sale, general, means the sale of all types of alcoholic beverage; namely, beer, wine and distilled spirits for consumption on the premises.

One-family dwelling means a building containing but one kitchen, designed or used to house not more than one family, including all domestic employees of such family and including not more than two roomers or boarders.

Operation pressure means the pressure at which a system of sprinklers is designed to operate, usually indicated at the base of a sprinkler.

Outdoor sales and display area means an area located outside of a building or structure which is used for the display of goods or products for sale with the primary sales office located within a building or structure on the same lot or parcel of land.

Outdoor storage means an area located outside of a building or structure which is screened from view and is used for the placement of goods, supplies or stock which is intended for future use.

Overhead sprinkler irrigation system means sprinkler irrigation systems, e.g., with high flow rates (pop-ups, impulse sprinklers or rotors).

Overspray means the water which is delivered beyond the landscaped area wetting pavements, walks, structures, or other nonlandscaped areas.

Person includes association, firm, co-partnership, corporation, city or county.

Plant factor means the factor that, when multiplied by the reference evapotranspiration, estimates the amount of water used by plants. For purposes of this title, the average plant factor of low water-using plants ranges from zero to 0.3, for average water-using plants the range is 0.4 to 0.6 and for high water-using plants, the range is from 0.7 to 1.0.

Private nonprofit organization means a private association organized and operated solely for nonprofit purposes and the income of which is used solely for the purposes of such organizations, but not including groups organized primarily to render a service customarily operated as a business available to the general public.

Private open space means that space immediately adjacent to the individual apartment or dwelling unit and for the use of the inhabitant of the adjacent apartment.

Processing facility means a building or enclosed space used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment or to an end-user's specifications by means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning and remanufacturing. Processing facilities include the following:

(1) A light processing facility occupies an area of under 45,000 square feet of gross collection, processing and storage area and has up to an average of two outbound truck shipments per day. Light processing facilities are limited to baling, briquetting, crushing, compacting, grinding, shredding and sorting of source-separated recyclable materials and repairing of reusable materials sufficient to qualify as a certified processing facility. A light processing facility shall not shred, compact or bale ferrous metals other than food and beverage containers.

(2) A heavy processing facility is any processing facility other than a light processing facility.

(3) Reverse vending machine. A "reverse vending machine" is an automated mechanical device which accepts at least one or more types of empty beverage containers, including, but not limited to, aluminum cans, glass and plastic bottles, and issues a cash refund or a redeemable credit slip with a value not less than the container's redemption value as determined by the state. A reverse vending machine may sort and process containers mechanically, provided that the entire process is enclosed with the machine. In order to accept and temporarily store all three container types in a proportion commensurate with their relative redemption rates, and to meet the requirements of certification as a recycling facility, multiple grouping of reverse vending machines may be necessary.

Public garage means a garage for public or commercial purposes other than a garage for private purposes.

Public use or facility use means a use of property or structure for the use or benefit of the community.

Qualifying resident means either a person 62 years of age or older or 55 years of age or older in a senior citizen housing development as defined in section 51.3 of the California Civil Code.

Rain sensing device means a system which automatically shuts off the irrigation system during period of rain.

Ramada means an unattached structure having the primary purpose of sheltering a mobile home, manufactured home or factory-built house but which may extend beyond the same to provide additional protection from the elements to people or things. A portion of the area under the ramada may be used as a storage, washroom, patio, carport or garage, subject to other limitations of this title.

Rear lot line means the line opposite the front lot line.

Rear yard means a yard extending across the full width of the lot between the rear lot line and the nearest line of the main building.

Reasonable accommodation means making reasonable modifications in rules, policies, practices, or services when such adjustments may be necessary to afford a person with a disability the equal opportunity to use and enjoy a dwelling. Persons with disabilities shall not be denied reasonable accommodations and/or modifications in their housing. "Reasonable accommodation" requires a housing provider to alter or change their rules and policies to allow a disabled person to live in and enjoy their home.

Reclaimed water or *recycled water* means treated or recycled wastewater of a quality suitable for nonpotable uses such as landscape irrigation not intended for human consumption.

Recreational area means areas of active play or recreation such as sports fields, school yards, picnic grounds, or other areas with intense foot traffic.

Recreational vehicle means a vehicle for non-commercial, recreational use, including a motor home, travel trailer, camper, fifth wheel, boats, water craft, race cars, off road vehicles, horse trailer or trailers designed to carry recreational vehicles.

Recreational vehicle park means any park, subdivision, portion of subdivision or parcel of land whose use is intended to be specifically for recreational vehicles as defined in this title.

Recreational vehicle space means that lot on which a recreational vehicle is parked and which is rented/leased for the purpose of temporary residence.

Recyclable material means reusable materials, including, but not limited to, metals, glass, plastic and paper which are intended for reuse, remanufacture or reconstitution for the purpose of using the altered form. The term "recyclable material" does not include refuse or hazardous materials. The term "recyclable material" may include used motor oil collected and transported in accordance with sections 25250.11 and 25143.2(b)(4) of the California Health and Safety Code.

Recycling facility means a center for the collection and/or processing of recyclable materials. A certified recycling facility or certified processor means a recycling facility certified by the state department of conservation and meeting the requirements of the California Beverage Container Recycling and Litter Reduction Act of 1986. A recycling facility does not include storage container or processing activity located on the premises of a residential, commercial or manufacturing use which is used solely for the recycling of material generated by that residential property, business or manufacturer.

Reference evapotranspiration or *ETo* means a standard measurement of environmental parameters which affect the water use of plants. ETo is given in inches per day, month or year, and is an estimate of the evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well-watered. Reference evapotranspiration is used as a basis of determining the maximum applied water allowance so that regional differences in climate can be accommodated. The reference evapotranspiration of ETo for the city shall be 56.65 inches per year, unless otherwise tested for a specific project.

Rehabilitated landscape means any relandscaping project required in conjunction with a conditional use permit, development plan review, minor development plan review or other proposal with landscape requirements, provided that such required landscaping exceeds 5,000 square feet.

Residential care center means a facility which provides for the care of more than 12 persons with special needs who reside at the facility. The use of a residential care center shall be considered a non-residential use of property for all zone districts.

Residential care facility, large, means a home which provides for the care of seven to 12 persons with special needs who reside at the home. The use of large residential care facilities shall be considered a residential use of property for all residential zone districts.

Residential care facility, small, means a home which provides for the care of six or fewer persons with special needs who reside at the home. The use of small residential care facilities shall be considered a residential use of property for all residential zone districts.

Restaurant means an establishment that serves prepared food as the primary function, with or without the incidental sales of alcoholic beverages served for on-site consumption.

Right-of-way means the entire width of property used for highways, flood and drainage works, overhead and underground utilities, or any related improvements.

Roof means the solid cover of a building.

Runoff means water which is not absorbed by the soil or landscape to which it is applied and flows from the area. For example, runoff may result from water that is applied at too great a rate (application rate that exceeds the infiltration rate) or when there is a severe slope.

Screening means the construction, election or positioning of any combination of fence or wall materials used to provide a barrier to wind, weather or vision but not used to provide a barrier similar to that of a wall or fence. Screening shall also include tile planting or positioning of structural vegetation to provide isolation, separation or enclosure of a lot/parcel of land or portion of lot/parcel of land.

Secondary arterials or primary arterials means a four-lane roadway as designated in the city general plan circulation element with a curb-to-curb width of 64 feet to 86 feet in accordance with the cross sections shown on the city general plan circulation plan (figure C-2).

Service station means any establishment which provides for the general servicing of motor vehicles, primarily including the sale of gasoline, other motor vehicle fuels, lubricants, and related supplies.

Setback means the minimum distance between the property line and the building line.

Shall means that which is obligatory, necessary or mandatory.

Shopping center means a commercial center consisting of five or more tenant spaces.

Short-term rental means the rental of a dwelling or a portion thereof, by the owner to another person or group of persons for occupancy, dwelling, lodging or sleeping purposes for a period of less than 31 consecutive calendar days. The rental of units within city-approved hotels, motels, bed and breakfasts, and time-share projects shall not be considered to be a short-term rental.

Side lot line means any lot line other than the front lot line or rear lot line.

Side street means that street bounding a corner lot and which extends in the same general direction as the line deemed the depth of the lot.

Side yard means a yard extending from the front yard to the rear yard between the side lot line and the nearest line of the main building or of the accessory building attached thereto.

Side yard setback, cumulative, means the minimum sum of side yard setbacks on both sides of a lot. Each side yard shall be on opposing sides of the lot.

Sign. See definitions in Chapter 19.75.

Single-room occupancy (SRO) (also known as efficiency units), except as otherwise defined in Chapter 19.08 for purposes of that chapter, means single room dwelling units that serve as the primary residence of its occupant or occupants. The unit must contain either food preparation or sanitary facilities (and may contain both) if the project consists of new construction, conversion of non-residential space, or reconstruction. For acquisition or rehabilitation of an existing residential structure or hotel, neither food preparation nor sanitary facilities are required to be in the unit. If the units do not contain sanitary facilities, the building must contain sanitary facilities that are shared by tenants.

Soil moisture sensing device means a device that measures the amount of water in the soil.

Soil texture means the classification of soil based on the percentage of sand, silt and clay in the soil.

Specific plan means a plan adopted by the city council that is based upon the city general plan and is consistent with Government Code § 65450 et seq.

Sprinkler head means a device which sprays water through a nozzle.

Static water pressure means the pipeline or municipal water supply pressure when the water is not flowing.

Station means an area served by one valve or by a set of valves that operate simultaneously.

Story means that part of a building including between the surface of any floor and the roof next above or the surface of the floor next above.

Street means a public or an improved thoroughfare or road easement which affords the principal means of access to abutting property, but not including an alley.

Street line means the boundary line between a street and abutting property.

Structural alternations means any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists or roof joists.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, and which requires location on the ground or attachment to something having a location on the ground, including satellite dishes, and radio or television masts, but not including fences or walls used as fences 42 inches or less in height. A non-building structure must meet all yard setbacks of the zone in which it is located.

Subdivision, parcel map, tentative map, final map, improvement and design have the same meaning respectively, as those terms are defined or used in Division 2 of title 7 of the Government Code of the state, known as the Subdivision Map Act.

Supportive housing means housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of section 53260 of the California Health and Safety Code, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his health status, and maximizing his ability to live and, when possible, work in the community. Supportive housing occupants may live in single or multifamily dwelling units, or maintain a separate residence.

Swap meet means the use, rental, or lease of stalls or areas outside of an enclosed building by vendors offering goods or materials for sale or exchange, not including public fairs, or art exhibits.

Target population means adults with low income having one or more disabilities, which may include mental illness, HIV or AIDS, substance abuse, or other chronic health conditions; or individuals eligible for services provided under the Lanterman Development Disabilities Services Act (division 4.5, commencing with section 4500 of the Welfare and Institutions Code); and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless persons.

Trailer or *trailer coach* means any camp car, trailer or other vehicle with or without motive power designed and constructed to travel on public thoroughfares and designed or used for human habitation.

Transitional housing and *transitional housing development* mean buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing can take several forms, including group housing or multifamily units.

Turf means a surface layer of earth containing mowed grass with its roots. Annual bluegrass, Kentucky bluegrass, perennial ryegrass, red fescue, and tall fescue are cool-season grasses. Bermuda grass, kukuyu grass, seashore paspalum, St. Augustine grass, zoysia grass and buffalo grass are warm-season grasses.

Use means the purpose for which land or the building or buildings thereon is occupied, used or maintained.

Used includes occupied, arranged, designed or intended to be used.

Valve means a device used to control the flow of water in the irrigation system.

Very low income household means a person or family whose income does not exceed the qualifying limit in section 50105 of the California Health and Safety Code.

Wall means any structure constructed of masonry and partial masonry materials used to isolate, separate, or enclose a designed parcel of land or lot or portion of lot/parcel of land. This definition shall not apply to buildings or similar devices whose sides are commonly referred to as walls.

Warehousing and distribution means a building or premises in which goods, merchandise or equipment are stored for eventual distribution.

Washroom means any building which contains individual laundry facilities but does not include kitchen, bathroom or sleeping facilities.

Water conservation concept statement means a one-page checklist and a narrative summary for a landscape project.

Water feature means any fountain, pond, pool, lake or similar element which requires the use of water.

Wireless communications means a broad range of telecommunications services that enable people and devices to communicate independent location. This includes the current technologies of cellular communications and personal communications services. This excludes non-commercial antennas, radio and television signals, and non-commercial satellite dishes.

Yard means a space or area open to the sky and unoccupied or unobstructed except by encroachments specifically permitted by this code on the same lot with a building.

Zone means a zoning district to which uniform regulations apply.

(Code 1972, § 19.08.010; Ord. No. 1096, 2002; Ord. No. 1239, § 4 (part), 2008; Ord. No. 1256, 6-2009; Ord. No. 1264, 1-2010; Ord. No. 1306, 8-2014; Ord. No. 1309, ch. 19.08, 7-14-2015; Ord. No. 1330, § 3(C), 11-8-2017; Ord. No. 1182, § 3, 2-28-2006; Ord. No. 1449, § 4(Att. A), 2-11-2025)

EXHIBIT B

Zoning Code Text Amendment (Chapter 19.36 – CN Zone of of Title 19 of the Perris Municipal Code)

CHAPTER 19.36. CN ZONE (COMMERCIAL NEIGHBORHOOD)

Sec. 19.36.010. Purpose.

The CN Zone is to provide for the development of limited scale commercial uses adjacent to residential areas, which will serve the day-to-day shopping needs of local residents, in accordance with the objectives and policies of the city general plan. This zone shall be applicable to and correlate with the general plan land use designation of commercial neighborhood.

(Code 1972, § 19.36.010)

Sec. 19.36.020. Permitted uses.

(a) The following uses are permitted:

(1) *Retail, convenience, and specialty uses.*

a. Antique stores.

b. Apparel stores.

c. Appliance stores.

d. Book stores.

e. Craft stores.

f. Department stores.

g. Discount stores.

h. Drug store/pharmacies.

i. Florist.

j. Gift and card stores.

k. Hardware and paint stores.

l. Jewelry stores.

m. Nurseries.

n. Sporting goods.

(2) *General services.*

a. Banking services.

b. Beauty salons and barber shops.

c. Business and professional offices.

d. Day care centers.

e. Laundromat, dry cleaners, and laundry services.

(3) *Food services.*

a. Bakeries.

b. Candy, ice cream, and yogurt shops.

c. Coffee shops.

d. Delicatessens.

e. Liquor stores, consistent with chapter 19.65.

f. Restaurants, without drive-through services.

(4) *Miscellaneous uses.* Monopoles or similar wireless communications towers or facilities 55 feet or less in height.

(5) *Medical marijuana dispensaries.* See Chapter 5.54 (Medical Marijuana Dispensaries) of Title 5 (Business Regulations and Licenses) for requirements.

(b) Other similar uses: As approved by the director of planning and community development, as provided by 19.54.

(Code 1972, § 19.36.020; Ord. No. 1330, § 2(A), 11-8-2017)

Sec. 19.36.025. Uses subject to a Minor Conditional Use Permit.

(a) The following uses shall be allowed subject to obtaining a minor conditional use permit, as provided by chapter 19.61:

(1) Arcades

(2) Bowling Alleys

(3) Drive-thru Services – Banks and Pharmacies only

(4) Florist Shops with incidental off sale Alcohol Sales

(5) Health and Fitness (less than 5,000 sq. ft.)

(6) Microbrewery (subject to PMC Chapter 19.65)

(7) Skating facilities

(8) Tutoring Center (less than 20 students)

(9) Urgent Care

(10) Veterinary Services

(11) Vocational Schools (20 people or less)

(b) Other similar uses: Approved by the Director of Development Services, as provided by chapter 19.54.

Sec. 19.36.030. Uses subject to a conditional use permit.

(a) The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 19.61:

(1) Any home or other facility for the aged or children that is licensed or required to have a permit by the state, excluding child care facilities, as provided by chapter 19.83.

(2) Any public or private hospital, medical clinic or other facility licensed or required to have a permit by the state.

(3) Convenience stores with alcohol related sales, consistent with chapter 19.65.

(4) General automotive repair.

(5) Monopoles or other similar wireless communications towers or facilities more than 55 feet in height.

(6) Restaurants with drive-through services.

(7) Service stations, with or without automobile repair.

(b) Other similar uses: Approved by the director of planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.36.030)

Sec. 19.36.040. Permitted accessory uses.

Accessory uses incidental to the primary use are allowed consistent with the provisions of this title.

(Code 1972, § 19.36.040)

Sec. 19.36.050. Administrative permit.

No uses require an administrative permit.

(Code 1972, § 19.36.050)

Sec. 19.36.060. Prohibited uses.

The following uses shall be prohibited:

(1) Residential uses.

(2) Industrial uses.

(3) Medical related uses.

(4) Outdoor swap meets.

(5) Data Centers

(Code 1972, § 19.36.060)

Sec. 19.36.070. Temporary uses.

Temporary uses shall be allowed consistent with the provisions contained in chapter 19.60.

(Code 1972, § 19.36.070)

Sec. 19.36.080. Development criteria.

(a) *General provisions.*

(1) All uses shall be conducted within a fully enclosed building, except:

a. Outdoor restaurants, cafes, or seating areas; and

b. Outdoor recreational activities.

(2) Refer to chapter 19.02 for those general criteria applicable to development, such as:

a. Encroachments/architectural projections.

b. Lighting.

c. Operating restrictions.

d. Utilities.

(b) *Lot size.* Minimum lot size of 20,000 square feet.

(c) *Lot dimensions.*

(1) Minimum lot width: 100 feet.

(2) Minimum lot depth: 100 feet.

(d) *Structure size.* No minimum size, however, the floor area ratio (FAR) cannot exceed 0.5.

(e) *Accessory structure size.* No maximum size.

(f) *Lot coverage.* Maximum lot coverage of 50 percent.

(g) *Structure height.* Maximum height of 35 feet.

(h) *Setbacks.*

(1) Minimum front yard: Adjoining the public right-of-way the setback shall be as follows for structures of 25 feet or less in height, based upon the criteria contained in the city general plan circulation element:

a. Local and collector streets: Five feet.

b. Secondary and primary arterials: Ten feet.

c. Expressway and Freeway: 15 feet.

Structures greater than 25 feet in height shall be setback an additional five feet for each ten feet of additional structure height.

(2) Maximum front yard: None.

(3) Minimum side yard: None. If adjoining a residential zone the setback shall not be less than ten feet. If loading and unloading are provided the setback shall be not less than 25 feet.

(4) Minimum street side yard: See requirements for front yard.

(5) Minimum rear yard: None. If adjoining a residential zone the setback shall be the same as the side yard requirements.

(i) *Structure separation.* None required.

(j) *Lot frontage.* Minimum lot frontage of 100 feet.

(k) *Projects with multiple parcels.* Commercial and mixed-use projects with multiple lots that are contiguous and tied together by a development agreement, planned development overlay, cross-access and/or shared-parking agreements, or similar covenant approved by the city and formally recorded against title may deviate from the lot size, lot width, lot depth, and street frontage criteria provided that such deviation is necessary to achieve superior site planning. Such developments are required to submit a sign program to ensure

consistent signage throughout the project site and to address monumentation signage along street frontages. Also, projects that employ shared parking agreements may spread the required parking supply across multiple parcels, in compliance with section 19.69.030(b)(5).

(Code 1972, § 19.36.080)

Sec. 19.36.090. Design criteria.

(a) *Access/orientation.*

(1) *Access.*

a. Vehicular access to a public right-of-way shall be located as far from an intersection as is reasonable. Where appropriate due to design constraints, exits shall be located on a local or collector street.

b. Reciprocal ingress/egress access easements shall be provided for circulation and parking to facilitate ease of vehicular movement between properties and to limit the number of vehicular access points to adjoining streets.

c. To the greatest extent possible, pedestrian walkways shall be provided and covered.

d. Outdoor seating areas accessible to patrons shall be provided for retail and food service areas for developments which contain a minimum of 10,000 square feet of building area.

(2) *Orientation.*

a. Structures shall be located adjacent to the public right-of-way.

b. Structures shall provide access from the public right-of-way or side of the building.

c. Off-street parking is preferred in either the rear or side of the building or a combination of both.

d. Service areas shall be completely screened from public rights-of-way and parking areas, through site orientation, screening materials (walls/landscaping) or a combination of both.

(b) *Architecture.*

(1) Architecture shall be compatible with the adjacent neighborhood when appropriate. Development shall incorporate similar architectural components, including building design components, colors, and materials.

(2) All structure elevations shall provide one or more appropriate design components, including, but not limited to, color variation, reveal lines, window treatment, variation in materials, columns, horizontal or vertical alterations, cornices, or other similar architectural treatment.

(3) The development shall incorporate one or more appropriate design components, including, but not limited to, an arcade system, tower, trellis system, or other architectural component that provides an identity to the project.

(c) *Landscaping.* Landscaping and irrigation shall be provided consistent with the provisions contained in section 19.02.130.

(d) *Parking.* Parking shall be provided consistent with the provisions of chapter 19.69.

(e) *Signs.* Signs shall be allowed consistent with the provisions contained in chapter 19.75.

(f) *Utilities.* Utilities shall be provided consistent with the provisions contained in chapter 19.02.

(g) *Walls/fencing.* Walls and fencing or other screening devices shall be provided consistent with the provisions contained in chapter 19.02.

(Code 1972, § 19.36.090)

Sec. 19.36.100. Processing/administrative procedures.

All development projects requiring a permit or approval from the city shall be consistent with the processing and review provisions contained in chapters 19.54 and 19.56.

(Code 1972, § 19.36.100)

EXHIBIT C

Zoning Code Text Amendment (Chapter 19.38 – CC Zone of of Title 19 of the Perris Municipal Code)

CHAPTER 19.38. CC ZONE (COMMERCIAL COMMUNITY)

Sec. 19.38.010. Purpose.

The CC Zone is to provide for retail, professional office, and service oriented business activities which serve the entire city. This zone shall be applicable to and correlate with the general plan land use designation of commercial community.

(Code 1972, § 19.38.010)

Sec. 19.38.020. Permitted uses.

(a) The following uses are permitted:

(1) *General retail uses.*

a. Automotive sales.

b. Furniture sales.

c. Garden and farm supplies.

d. Home improvement centers/building material stores.

e. Office equipment.

f. Pet and pet supply.

g. Retail outlets.

h. Sporting goods.

i. Vehicle sales.

(2) *General entertainment uses.*

a. Bowling alleys.

b. Movie theaters.

(3) *General service uses.*

a. Carwash.

b. Health clubs.

c. Lube and tune centers.

d. Hotels and motels.

e. Medical and dental offices, excluding urgent care facilities and hospitals.

f. Medical clinics (If a license or permit is required by the state, then a conditional use permit is required; see section 19.38.030).

g. Mortuary and funeral homes.

h. Printing and copying shops.

(4) *Food service uses.*

a. Bakeries.

b. Candy, ice cream, and yogurt shops.

c. Coffee shops.

d. Delicatessens.

e. Liquor stores, consistent with chapter 19.65.

f. Restaurants, without drive-through services, consistent with chapter 19.65.

(5) *Miscellaneous uses.* Monopoles or similar wireless communications towers or facilities 65 feet or less in height

(6) *Medical marijuana dispensaries.* See Chapter 5.54 (Medical Marijuana Dispensaries) of Title 5 (Business Regulations and Licenses) for requirements.

(b) *Other similar uses.* As approved by the director of planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.38.020; Ord. No. 1330, § 2(B), 11-8-2017)

Sec. 19.38.025. Uses subject to a Minor Conditional Use Permit.

(a) The following uses shall be allowed subject to obtaining a minor conditional use permit, as provided by chapter 19.61:

(1) Arcades

(2) Drive-thru Services – Banks and Pharmacies only

(3) Florist Shops with incidental off sale Alcohol Sales

(4) Health and Fitness (less than 5,000 sq. ft.)

(5) Microbrewery (subject to PMC Chapter 19.65)

(6) Skating facilities

(7) Tutoring Center (less than 20 students)

(8) Urgent Care

(9) Veterinary Services

(10) Vocational Schools (20 people or less)

(b) Other similar uses: Approved by the Director of Development Services, as provided by chapter 19.54.

Sec. 19.38.030. Uses subject to a conditional use permit.

(a) The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 19.61:

(1) Amusement centers.

(2) Any home or other facility for the aged or children that is licensed or required to have a permit by the state, excluding child care facilities, as provided by chapter 19.83.

(3) Any public or private hospital, medical clinic or other facility licensed or required to have a permit by the state.

(4) Billiard halls.

(5) Carwash.

(6) Convenience stores with alcohol related sales, consistent with chapter 19.65.

(7) General automotive repair.

(8) Monopoles or other similar wireless communications towers or facilities more than 65 feet in height.

(9) Restaurants with drive-through services.

(10) Service stations, with or without automotive repair.

(11) Urgent care facilities.

(b) Other similar uses: Approved by the director or planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.38.030)

Sec. 19.38.040. Permitted accessory uses.

Accessory uses incidental to the primary use are allowed consistent with the provisions of this title.

(Code 1972, § 19.38.040)

Sec. 19.38.050. Administrative permit.

No uses require an administrative permit.

(Code 1972, § 19.38.050)

Sec. 19.38.060. Prohibited uses.

The following uses shall be prohibited:

(1) Industrial uses.

(2) Outdoor swap meets.

(3) Residential uses.

(4) Data Centers

(Code 1972, § 19.38.060)

Sec. 19.38.070. Temporary uses.

Temporary uses shall be allowed consistent with the provisions contained in chapter 19.60.

(Code 1972, § 19.38.070)

Sec. 19.38.080. Development criteria.

(a) *General provisions.*

(1) All uses shall be conducted within a fully enclosed building, except:

a. Outdoor restaurants, cafes, or seating areas; and

b. Outdoor recreational activities.

(2) Refer to chapter 19.02 for those general criteria applicable to development, such as:

a. Encroachments/architectural projections.

b. Lighting.

c. Operating restrictions.

d. Utilities.

(b) *Lot size.* Minimum lot size of one acre.

(c) *Lot dimensions.*

(1) Minimum lot width: 100 feet.

(2) Minimum lot depth: 150 feet.

(d) *Structure size.* No minimum size, however, the floor area ratio (FAR) cannot exceed 0.75.

(e) *Accessory structure size.* No maximum size.

(f) *Lot coverage.* Maximum lot coverage of 50 percent.

(g) *Structure height.* Maximum height of 45 feet.

(h) *Setbacks.*

(1) Minimum front yard: Adjoining the public right-of-way the setback shall be as follows for structures of 25 feet or less in height, based upon the criteria in the city general plan circulation element:

a. Local and collector streets: Five feet.

b. Secondary and primary arterials: Ten feet.

c. Expressway and freeway: 15 feet.

Structures greater than 25 feet in height shall be setback an additional five feet for each ten feet of additional structure height.

(2) Maximum front yard: None.

(3) Minimum side yard: None. If adjoining a residential zone the setback shall not be less than ten feet. If loading and unloading are provided the setback shall be not less than 25 feet.

(4) Minimum street side yard: See requirements for front yards.

(5) Minimum rear yard: None. If adjoining a residential zone the setback shall be the same as the side yard requirements.

(i) *Structure separation.* None required

(j) *Lot frontage.* Minimum lot frontage of 100 feet.

(k) *Projects with multiple parcels.* Commercial and mixed-use projects with multiple lots that are contiguous and tied together by a development agreement, planned development overlay, cross-access and/or shared-parking agreements, or similar covenant approved by the city and formally recorded against title may deviate from the lot size, lot width, lot depth, and street frontage criteria provided that such deviation is necessary to achieve superior site planning. Such developments are required to submit a sign program to ensure consistent signage throughout the project site and to address monumentation signage along street frontages. Also, projects that employ shared parking agreements may spread the required parking supply across multiple parcels, in compliance with section 19.69.030(b)(5).

(Code 1972, § 19.38.080)

Sec. 19.38.090. Design criteria.

(a) *Access/orientation.*

(1) *Access.*

a. Vehicular access to a public right-of-way shall be located as far from an intersection as is reasonable. Where appropriate due to design constraints, exits shall be located on a local or collector street.

b. Reciprocal ingress/egress access easements shall be provided for circulation and parking to facilitate ease of vehicular movement between properties and to limit the number of vehicular access points to adjoining streets.

c. To the greatest extent possible, pedestrian walkways shall be provided and covered.

d. Outdoor seating areas accessible to patrons shall be provided for retail and food service areas for developments which contain a minimum of 10,000 square feet of building area.

(2) *Orientation.*

a. Structures shall be located adjacent to the public right-of-way.

b. Structures shall provide access from the public right-of-way or side of the building.

c. Off-street parking is preferred in either the rear or side of the building or a combination of both.

d. Service areas shall be completely screened from public rights-of-way and parking areas, through site orientation, screening materials (walls/landscaping) or a combination of both.

(b) *Architecture.*

(1) Architecture shall be compatible with the adjacent neighborhood when appropriate. Development shall incorporate similar architectural components, including building design components, colors, and materials.

(2) All structure elevations shall provide one or more appropriate design components, including, but not limited to, color variation, reveal lines, window treatment, variation in materials, columns, horizontal or vertical alterations, cornices, or other similar architectural treatment.

(3) The development shall incorporate one or more appropriate design components, including, but not limited to, an arcade system, tower, trellis system, or other architectural component that provides an identity to the project.

(c) *Landscaping.* Landscaping and irrigation shall be provided consistent with the provisions of section 19.02.130.

(d) *Parking.* Parking shall be provided consistent with chapter 19.69.

(e) *Signs.* Signs shall be allowed consistent with the provisions contained in chapter 19.75.

(f) *Utilities.* Utilities shall be provided consistent with the provisions contained in chapter 19.02.

(g) *Walls/fences.* Walls and fences shall be allowed consistent with the provisions contained in chapter 19.02.

(Code 1972, § 19.38.090)

Sec. 19.38.100. Processing/administrative procedures.

All development projects requiring a permit or approval from the city shall be consistent with the processing and review provisions contained in chapters 19.54 and 19.56.

(Code 1972, § 19.38.100)

EXHIBIT D

Zoning Code Text Amendment (Chapter 19.44 - Industrial Zones of Title 19 of the Perris Municipal Code)

Sec. 19.44.020. Land uses and permit requirements.

The Industrial land uses allowed in each zoning district are identified in the following table as being P (permitted), CUP (allowed subject to prior approval of a conditional use permit), A (accessory to a permitted or conditional uses), or PRO (prohibited). When a use is not listed specifically as either a permitted use or conditionally permitted use under a particular zoning district or category it is generally not permitted. However, the director of development services has the authority to determine if the use is substantially similar to other uses in the particular zone to justify a finding that it should be deemed either a permitted use or conditionally permitted use.

(1) P, permitted uses are allowed subject to compliance with all applicable provisions of the zoning ordinance, and to obtaining any other permit required by this Code, including a business license.

(2) A, accessory uses 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.

(3) CUP, conditional use permit is required; please refer to chapter 19.61.

(4) MCUP, minor conditional use permit is required; please refer to chapter 19.61.

(5) PRO, prohibited uses are not allowed in this district.

ALLOWED LAND USES IN INDUSTRIAL ZONE DISTRICTS

Land Use	BP	LI	GI	See Section
Adult entertainment	PRO	PRO	P	Chapter 5.50
Animal or poultry slaughter	PRO	PRO	CUP	Chapter 8.08
Business support services	P	P	CUP	Chapter 19.08
Cabinet and woodworking shops	PRO	P	P	
Carpet and furniture sales	P	CUP	CUP	
Carwash	P	P	P	
Chemical use	PRO	CUP	P	
Churches	CUP	CUP	CUP	
Child care center/nursery school, private	CUP	CUP	PRO	Chapter 19.83
Child care for employee children only	A	A	A	Chapter 19.83
Clinics including dental, medical, and optical	P	P	CUP	
Data Centers	PRO	PRO	PRO	Chapter 19.08
Distributors and showrooms	P	P	P	
Emergency shelters for the homeless (40 persons or less)	PRO	PRO	P	19.44.090(6)
Emergency shelters for the homeless (more than 40 persons)	PRO	PRO	CUP	19.44.090(6)
Equipment rental, storage, and sales	PRO	P	P	
Explosive devices, manufacture or storage	PRO	PRO	CUP	
Food products, manufacturing	CUP	P	P	Chapter 19.08
Fueling stations and services	CUP	CUP	CUP	
Hospitals and urgent care centers	CUP	CUP	CUP	
Indoor commercial recreation	MCUP	CUP	CUP	

Kennels, veterinarians, and animal services	CUP	CUP	P	Chapter 8.08
Laundry, dry cleaning and cleaning plants	PRO	P	P	
Machine shops	CUP	P	P	
Manufacturing, light	CUP	P	P	Chapter 19.08
Manufacturing, heavy	PRO	CUP	P	Chapter 19.08
Medical marijuana dispensary	P	P	P	Chapter 5.54
Microbrewery	MCUP	MCUP	CUP	Chapter 19.65
Mini-storage/wholesale storage	CUP	P	P	
Monopoles or similar wireless towers or facilities 70 feet or less in height	P	P	P	Chapter 19.85
Monopoles or other similar wireless towers or facilities more than 70 feet in height	CUP	CUP	CUP	Chapter 19.85
Offices	P	P	A	Chapter 19.08
Outdoor dismantling and salvage yards	PRO	PRO	CUP	
Outdoor storage and activities	PRO	CUP	CUP	Chapter 19.08
Pest control	PRO	P	P	
Pharmaceutical, manufacturing and supply	P	P	P	
Photography studios and laboratories	P	P	CUP	
Recycling facilities	PRO	CUP	P	
Research and development	P	P	A	Chapter 19.08
Residential uses, caretaker quarters	CUP	A	A	
Residential uses, general	PRO	PRO	PRO	
Restaurants	P	P	P	
Restaurants serving alcoholic beverages	MCUP	CUP	CUP	Chapter 19.65
Restaurants with drive-through services	CUP	CUP	CUP	19.69.030(b)(5)
Restaurants with entertainment	CUP	CUP	CUP	
Retail sales	P	A	A	
Retail, liquor stores	PRO	PRO	PRO	Chapter 19.65
Schools, technical and trade	CUP	CUP	PRO	
Storage, less than ten percent of the site or floor area	A	A	A	
Studios for art, exercise, and dance	P	CUP	PRO	
Transportation, trucking yards, stations, and terminals	PRO	CUP	P	
Upholstering shops	CUP	P	P	
Urgent Care	MCUP	MCUP	CUP	
Vehicle, auctions	CUP	CUP	CUP	
Vehicle, major body repair and painting	PRO	CUP	P	
Vehicle, minor repairs and services	CUP	P	P	

Vehicle, sales and automobile dealerships	P	CUP	PRO	
Vehicle, storage and towing yards	PRO	CUP	P	
Veterinary Services	MCUP	MCUP	P	
Vocational Schools (20 people or less)	MCUP	MCUP	MCUP	
Warehouse - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P P CUP[2,3]	P P CUP[2,3]	Chapter 19.08
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	 P CUP[2,3]	 P CUP[2,3]	Chapter 19.08
Warehouse/distribution center	PRO	P	P	Chapter 19.08, 19.44.090(1)
Warehouse retail	P	CUP	PRO	
Wholesale	CUP	P	P	

Notes:

1. Any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Conditional Use Permit (CUP) issued prior to adoption of this Zoning Code Amendment, may continue to operate in the BP Zone as permitted use, provided the CUP remains valid and has not expired.
2. This conditional use permit requirement shall apply only to warehouse and distribution center uses that exceed 50,000 square feet in total building floor area; the approval authority for such conditional use permits shall be the City Council. Any warehouses and distribution centers 50,000 square feet or less shall require a Development Plan Review.
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.

(Code 1972, § 19.44.020; Ord. No. 1330, § 2(C), 11-8-2017)

ATTACHMENT 2

Resolution No. (Next in Order) finding that the Project is adequately covered by CEQA and amending the PVCCSP, DPSP, GVSP, HVSP, NPSP, and RGSP

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 26-00002 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP), DOWNTOWN PERRIS SPECIFIC PLAN (DTSP), GREEN VALLEY SPECIFIC PLAN (GVSP), HARVEST LANDING SPECIFIC PLAN (HLSP), NEW PERRIS SPECIFIC PLAN (NPSP) AND RIVERGLEN SPECIFIC PLAN TO PROHIBIT DATA CENTERS IN THE CITY OF PERRIS, 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 ("Applicant") initiated Specific Plan Amendment (SPA) 26-00002 to prohibit data centers within the City of Perris within the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan, Green Valley Specific Plan, Harvest Landing Specific Plan, New Perris Specific Plan, and Riverglen Specific Plan; and

WHEREAS, Specific Plan Amendment 26-00002 and its attachments 1, 2, 3, 4, 5 and 6 (collectively hereafter referred to as "Specific Plan Amendment 26-00002" or the "SPA") are proposed to amend Chapter 2.0 (Land Use Plan) and Chapter 13.0 (Implementation and Administration) of the PVCCSP; Chapter 5 (Regulating Code) of the Downtown Perris Specific Plan (DPSP); Chapter 3 (Specific Plan Zoning) of the Green Valley Specific Plan (GVSP), Chapter 2 (Land Use Plan) of the Harvest Landing Specific Plan, Chapter 4 (Planning Area Development) of the New Perris Specific Plan and Chapter 4 (Development Regulations) of the Riverglen Specific Plan to prohibit data centers in the City of Perris; and

WHEREAS, the proposed SPA is intended to prohibit data centers within the City of Perris; and

WHEREAS, the purpose of Specific Plan Amendment 26-00002 is to protect public health, safety, and general welfare from the adverse effects of data centers; and

WHEREAS, the proposed SPA 26-00002 is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City Council finds that Data Centers have defining operational characteristics that may place disproportionate and long-duration demands on electricity, water, cooling systems, and supporting public infrastructure; expose nearby properties and sensitive receptors to continuous mechanical and generator noise; consume substantial industrial or

commercial land while producing comparatively few on-site jobs; and require long-term utility and land-use commitments that may be difficult to reverse; and

WHEREAS, these reasonably anticipated effects bear directly on the City's responsibility to plan for reliable essential services, orderly growth, compatible land uses, economic opportunity, and resilience during constrained-supply or emergency conditions, and the City need not wait for a service failure or site-specific impact before adopting a prospective land-use policy; and

WHEREAS, although a Conditional Use Permit could regulate setbacks, screening, equipment placement, and specified operating standards for an individual site, such conditions would not eliminate continuous electricity and cooling demands, guarantee that long-term utility capacity remains available for other planned community needs, or prevent the cumulative commitment of infrastructure capacity as multiple applications are approved over time; and

WHEREAS, project-by-project review would require the City to make repeated compatibility and utility-capacity decisions without an adopted citywide allocation framework for constrained utility resources and without assurance that mitigation imposed on one facility would address the combined effects of other existing or future facilities; and

WHEREAS, limiting Data Centers to industrial zones away from sensitive receptors would reduce certain immediate compatibility concerns but would not address systemwide electricity and water demand, infrastructure upgrades, emergency reliability, land consumption, or low employment intensity, and a size threshold would not reliably predict operational impact because electricity density, cooling technology, equipment configuration, expansion potential, and the combined effects of multiple smaller facilities vary substantially; and

WHEREAS, the geographic scope of the amendments corresponds to the nature of the identified impacts because demands on electricity, water, and supporting infrastructure affect interconnected systems serving the City and are not reliably confined or predicted by zoning designation, building size, or distance from a sensitive receptor; and

WHEREAS, in accordance with California Government Code Section 65352.3 (Senate Bill 18), the City of Perris provided formal notification for tribal consultation regarding **the amendment** to those California Native American tribes identified by the Native American Heritage Commission as being traditionally and culturally affiliated with the geographic area of the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP), and Green Valley Specific Plan (GVSP); Harvest Landing Specific Plan (HLSP), New Perris Specific Plan (NPSP), Riverglen Specific Plan (RGSP); and

WHEREAS, the proposed SPA 26-00002 is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on September 16, 2026, the Planning Commission conducted a duly noticed public hearing for Specific Plan Amendment 26-00002, and considered public testimony and materials in the staff reports and accompanying documents and exhibits; and, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, on July 13, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that SPA 26-00002 is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP); and

WHEREAS, on October 13, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 26-00002, 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. Specific Plan Amenendment 26-00002 is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, because the amendment prohibits data centers within the Perris Valley Commerce Center Specific Plan, Downtown Perris Specific Plan, Green Valley Specific Plan, Harvest Landing Specific Plan and the New Perris Specific Plan, Riverglen Specific Plan and does not approve, authorize, or result in any specific development or increase in land use intensity.

Specific Plan Amendment 26-00002 prohibits data centers within the PVCCSP, the DPSP, GVSP, HLSP, NPSP and RGSP. Data centers are not currently expressly permitted by Title 19 of the Municipal Code or any Specific Plan, and there are no pending data center projects in the City. Zoning Code Text Amendment 26-00002 is not proposing or allowing any new development or land use, only making clear that data center land uses are prohibited in the City.

B. Alternatively, the proposed Specific Plan Amendment 26-00002 is exempt from CEQA pursuant to CEQA Guidelines Section 15308 (Class 8 Categorical Exemption - Actions by Regulatory Agencies for Protection of the Environment). Class 8 consists of actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves

procedures for protection of the environment. Specific Plan Amendment 26-00002 constitutes an action by the City as a regulatory agency, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Specific Plan Amendment 26-00002, by prohibiting data center land uses, assures the protection of the environment from significant environmental impacts that are commonly caused by data centers' continuous and high demand for water and electricity and generation of noise, vibration, and diesel generator emissions, among other impacts. The water demand would be even greater for a facility located in the City of Perris given the areas' hot climate. No exception to the categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies.

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 SPA, 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 amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DTSP), Green Valley Specific Plan (GVSP), Harvest Landing Specific Plan (HLSP), New Perris Specific Plan (NPSP) and Riverglen Specific Plan (RGSP) is to prohibit data centers to protect the quality of life for the residents of the City. The proposed SPA is consistent intent and spirit of the General Plan. 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 is intended to make the PVCCSP, DTSP, GVSP, HLSP, NPSP, and RGSP consistent with the proposed Perris Zoning Code text amendment. The proposed SPA will continue to be consistent with the General Plan objectives, policies, and programs. The proposed Amendment is consistent with the General Plan, and advances numerous goals, policies, and implementation measures set forth therein, including Goal IV of the Land Use Element, Goal 3.1 of the Environmental Justice Element and Goal V of the Noise Element, by achieving consistency among all planning documents, ensuring that the amendment reduces negative impacts associated with certain land uses and ensuring that future non-residential uses are compatible with noise sensitive land uses.

The proposed Zoning Code Text Amendment also advances Goal II of the Land Use Element, which is "New development consistent with infrastructure capacity and municipal service capabilities." Allowing development of Data Centers as a matter of policy would be inconsistent with infrastructure capacity and municipal service capabilities, and therefore would be incompatible with Land Use Element Goal II. The proposed prohibition therefore protects against development inconsistent with the General Plan and preserves and advances the City's land use objectives.

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 amend the Specific Plans (PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP) to prohibit data centers within the PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP areas. As a result, the Specific Plans will continue to be consistent with Zoning Code Text Amendment 26-00002 amending Title 19 of the Perris Municipal Code. The SPA will incorporate minor text changes to prohibit data centers as part of Title 19 of the Perris Municipal Code.

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 Specific Plans. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion, in that, the proposed Amendment will enhance, rather than diminish, public health, safety, and the general welfare. A Conditional Use Permit requirement would allow the City to evaluate individual proposals, but imposing project-specific conditions cannot eliminate the underlying utility demands of Data Centers, ensure that capacity remains available for other planned community needs, or address the cumulative effects of multiple facilities. Limiting Data Centers to industrial zones away from sensitive receptors likewise would not address systemwide demands for electricity, water, infrastructure, or emergency reliability. A size-based exemption would not provide equivalent protection because operational impact is not reliably predicted by building area and may vary with electricity density, cooling technology, equipment configuration, expansion potential, and the combined effects of multiple smaller facilities. The water demand would be even greater for a facility located in the City of Perris given the areas' hot climate. The Citywide prohibition is therefore a reasonable legislative means of avoiding identified impacts before substantial private investment or public and utility commitments become difficult to reverse. The availability of electricity or water service to an individual project, or evidence that a particular facility could satisfy an applicable numerical noise standard or generate less noise than another warehouse-type use, does

not resolve the broader legislative concerns. The amendment rests on the use's continuous, substantial and potentially cumulative resource demands, long-term infrastructure commitments, land-consumption and employment characteristics, emergency-reliability implications, and the absence of assurance that individualized mitigation would preserve capacity or provide equivalent protection across the City. The existence of less restrictive approaches therefore does not negate the reasonable relationship between the uniform prohibition and the general welfare.

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 amend the Specific Plans (PVCCSP, DTSP, GVSP, HLSP, NPSP, RGSP) to prohibit data centers within the City. With the proposed amendments, the Specific Plans will continue to remain consistent and correspond with Title 19 of the Perris Municipal Code.

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, DTSP, GVSP, HLSP, NPSP and the RGSP. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion.

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 October 13, 2026, the City Council approves Specific Plan Amendment (SPA) 26-00002, amending the Perris Valley Commerce Center Specific Plan, Downtown Perris Specific Plan, Green Valley Specific Plan, Harvest Landing Specific Plan, New Perris Specific Plan and Riverglen Specific Plan as shown in Exhibits 1 through 6 attached hereto and incorporated herein by this reference, with additions indicated in redline or red text and deletions shown in strikethrough font.

Section 5. This Resolution shall take effect upon effectiveness of Ordinance No. ____.

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 13th day of October, 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 CityCouncil of the City of Perris at a regular meeting held on the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A:	Perris Valley Commerce Center Specific Plan Amendment (Chapters 2.0 Land Use of the PVCCSP)
Exhibit B:	Downtown Perris Specific Plan Amendment (Chapter 5-Regulating Code of the DPSP)
Exhibit C:	Green Valley Specific Plan Amendment (Chapter 3-Specific Plan Zoning of the GVSP)
Exhibit D:	Harvest Landing Specific Plan (Chapter 2- Land Use Plan)
Exhibit E:	New Perris Specific Plan (Chapter 4- Planning Area Development Standards)
Exhibit F:	Riverglen Specific Plan (Chapter 4- Development Regulations)

EXHIBIT A

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.

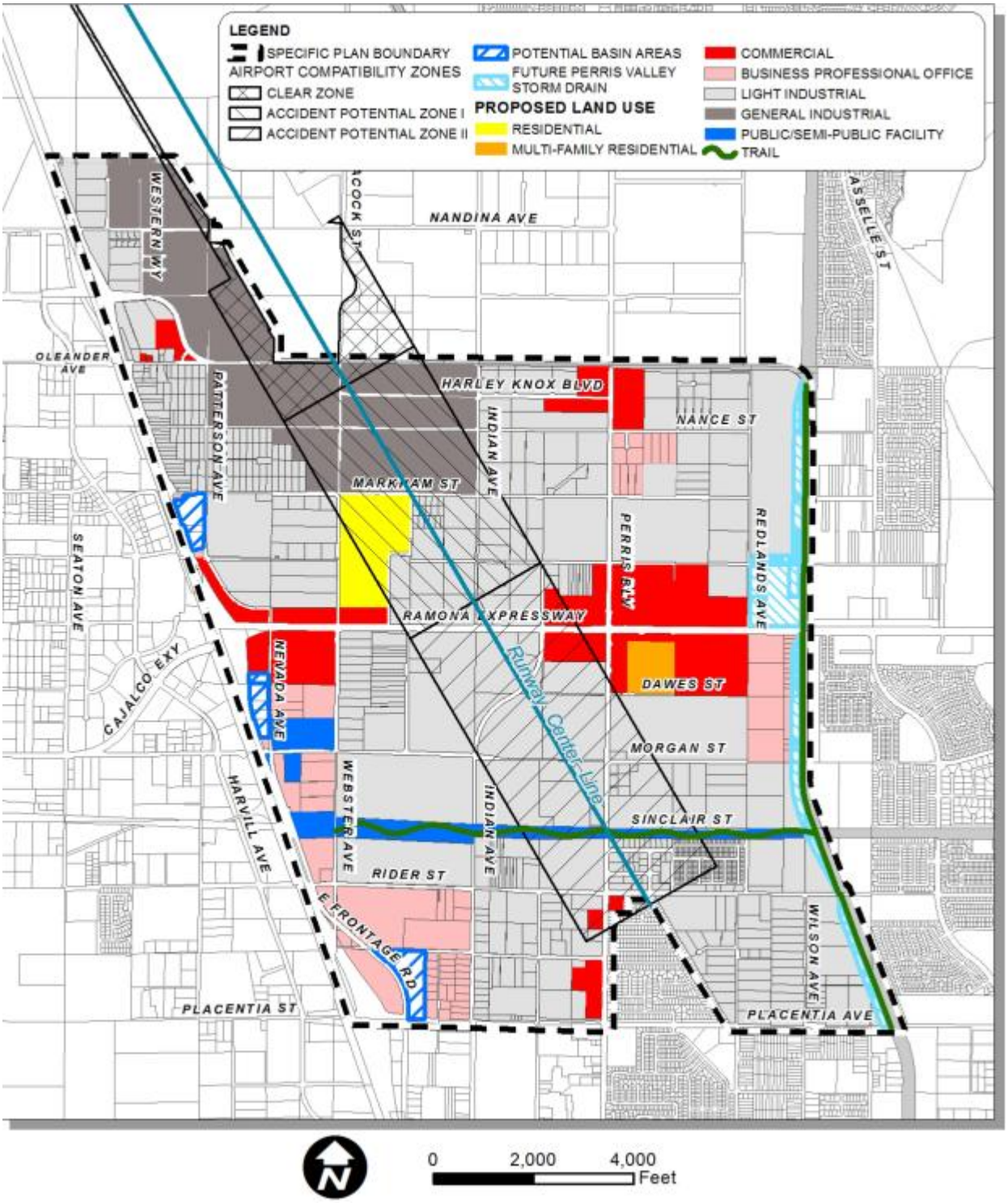
2.1.2 Business/Professional Office Uses

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



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) Business Park (BP)	317	343	263
Commercial (C) Community Commercial (CC) Neighborhood Commercial (NC)	462	349	271
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 Park, Recreational and Natural Open Space (OS)	120	194	194
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.

Minor Conditional Use Permit (MCUP) 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 Services- Veterinary Services Only (Indoor only)	MCUP	P	MCUP	MCUP	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

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)								
Drive-Thru Services	CUP	CUP	CUP	CUP	PRO	PRO	PRO	
Drive-Thru Services – Bank and Pharmacies only	MCUP	PRO	MCUP	MCUP	PRO	PRO	PRO	
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	MCUP	MCUP	MCUP	PRO	PRO	
Microbrewery	MCUP	MCUP	MCUP	MCUP	PRO	PRO	PRO	Chapter 19.65
Mortuary	P	P	P	P	PRO	PRO	PRO	
Personal Services	~~P~~ P	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	P	CUP	P	CUP	PRO	PRO	CUP	
Urgent Care Centers	P	MCUP	P	MCUP	PRO	PRO	CUP	

Table 2.0-2, Land Uses (Continued)

LAND USE	LI	GI	BPO(1)	C(1)	R(1)	MFR(1)	P	See Section
Educational / Care Facilities (continued)								
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	P	P	P	PRO	PRO	PRO	
Schools, Technical and Trade	CUP	CUP	P	CUP	PRO	PRO	PRO	
Schools, Technical and Trade (20 people or less at a time)	MCUP	MCUP	P	MCUP	PRO	PRO	PRO	
Recreation								
Recreational Areas and Facilities (Outdoor)	A	A	A	CUP	P	PRO	P	
Recreational Areas and Facilities (Indoor)	A	A	MCUP	MCUP	P	PRO	P	
Industrial								
Data Center	PRO	PRO	PRO	PRO	PRO	PRO	PRO	Chapter 19.08.010
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(3)	P	P	A	A	PRO	PRO	PRO	Chapter 19.44.090~~.A~~, 19.44.035
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	P	CUP	PRO	PRO	P	
Religious Institutions	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Professional Office								

Business/Professional Office	P	P	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. All warehouses and distribution centers shall comply with the development criteria contained in Section 19.44.035 of Title 19 (Zoning Code) and the Good Neighbor Guidelines.

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.

Data Center: Data centers as defined by PMC Section 19.08.010 are prohibited within the Perris Valley Commerce Center Specific Plan.

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: Large buildings, 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.

Microbrewery: A use that: (i) is engaged in the on-site production of malt beverages, including beer and similar fermented beverages, in quantities limited to 15,000 barrels per year, which may include accessory activities such as brewing, fermenting, conditioning, bottling, canning, kegging, packaging, storage, and distribution of products produced on the premises; and (ii) includes retail sales of the malt beverages manufactured on-site for off-premises consumption and/or the on-site service and consumption of the malt beverages manufactured on the premises, and may also include retail sale of similar beverages produced off the premises, within a tasting room or taproom area. The use may include incidental food service, merchandise sales, tours, and educational events.

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, miniature golf, trampoline parks, escape rooms, indoor health and fitness centers 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 unwalled 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, upholstering, 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 B

Downtown Perris Specific Plan Amendment
(Chapter 5-Regulating Code of the DPSP)

5.7 Definitions

The following definitions are provided for terms used within this Regulating Code. If a word or phrase is not defined, then the word or phrase shall be defined as set forth in any recognized treatise or authority on zoning, planning, or architecture. A dictionary shall be used to define common words or phrases.

Data Center: Data Centers as defined by PMC Section 19.08.010 are prohibited within the Perris Downtown Specific Plan.

EXHIBIT C

Green Valley Specific Plan Amendment
(Chapter 3-Specific Plan Zoning of the
GVSP)

3.5 RETAIL COMMERCIAL STANDARDS

Planning Areas 3, 3a, 13a, 29, 42, 43, and 44

(Figure 3-5)

3.5.1 Permitted Uses: The uses permitted in the Retail Commercial shall be as follows (Uses are defined per Section 3.10 and P.M.C. 19.08 (Definitions)):

1. Retail businesses or service establishments including, but not limited to, the following:
   - a. Bakeries, not including the wholesale baking or bakery goods to be sold off the premises;
   - b. Banks and other financial institutions;
   - c. Barbers and/or beauty shops;
   - d. Bookstores and newsstands;
   - e. Childcare Facilities. All childcare facilities are subject to P.M.C. 19.83.
   - f. Confectionery stores;
   - g. Conservatories for instruction in music and the arts:
   - h. Delicatessens, or meat, fish or poultry stores;
   - i. Department stores;
   - j. Drugstores, dry goods or notion stores;
   - k. Florist and gift shops;
   - l. Fruit, vegetable and fruit juice stores;
   - m. Grocery stores;
   - n. Hardware and electric appliance stores;
   - o. Health food stores:
   - p. Hotels and motels;
   - q. Jewelry stores and watch repair shops;
   - r. Patio and garden supply sales;
   - s. Pet stores, clinics and grooming shops;
   - t. Philanthropic and charitable institutions;
   - u. Photographic or camera stores;
   - v. Printing and copying establishments;
   - w. Private postal and package delivery service facilities;
   - x. Radio and television sales and repair;
   - y. Restaurants, cafes, cocktail lounges, fast-food establishments, and bars, without drive-through services;
   - z. Retail dry-cleaning establishments;
   - aa. Self-service laundries;
   - bb. Shoe stores and shoe repair shops;
   - cc. Sporting goods stores and sporting goods repair shops;

dd. Sports facilities, including bowling alleys, golf training facilities, video game centers, amusement parlors and related activities;

ee. Stationery stores;

ff. Tailors, dressmakers and wearing apparel stores;

gg. Theaters;

ii. Child Care Facilities. Small Family Day Care facilities subject to P.M.C. 19.83;

jj. Residential Care Facilities. Residential care facilities subject to P.M.C. 19.84; and

kk. Other uses deemed to be similar and compatible by the City of Perris Planning Director.

2. Offices for administrative, business professional or design professional offices.

3. The following uses are permitted subject to approval of a Minor Conditional Use Permit (MCUP) application per P.M.C. 19.61 (Conditional Use Permits and Minor Conditional Use Permits)

   a. Drive through services- Banks and Pharmacies only;

   b. Publicly owned museums, libraries community centers, governmental offices and recreation areas; institutions of religious, educational or philanthropic nature; private clubs, lodges, or veteran's organizations;

   c. Urgent care facilities

4. The following conditional uses are permitted subject to approval of a Conditional Use Permit (CUP) application per P.M.C. 19.61 (Conditional Use Permits and Minor Conditional Use Permits)

   a. Automobile service stations and automobile repair facilities;

   b. Car washes and Drive-thru automated carwashes;

   c. Hospitals, urgent care facilities, skilled nursing facilities, and related uses;

   d. Liquor and convenience stores;

   e. Restaurants with drive-through services;

   f. Recycling centers pursuant to P.M.C. 19.76;

   g. Solar farm;

   j. Child Care Facilities. Large Family Day Care and Child Care Centers subject to P.M.C. 19.83.

5. All other uses that require a CUP as mentioned per P.M.C. 19.38 Commercial Community Zone. All other non-industrial land uses not mentioned determined to require a CUP by the Planning Director or Director of Development Services.

6. In addition, the following accessory uses customarily incident to any of the above uses shall be permitted:

   a. Flags, pennants or insignia of a nation, state, county, city, political unit, church or religious organization;

   b. Works of fine art not displayed in conjunction with a commercial enterprise

deriving commercial gain from such display.

3.5.2 **Prohibited Uses:** No enterprise and/or industrial uses or data centers as defined in PMC Section 19.08.010 are permitted in the Retail Commercial Zone which produces or causes any dust, smoke, gas, noise, fumes, odors, or vibrations which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.

3.6 BUSINESS/PROFESSIONAL STANDARDS

Planning Areas 40 and 41

3.6.1 Permitted Uses: All uses in Section 3.5.1, in addition to the uses permitted in Business/Professional shall be as follows:

1. Advertising agencies;
2. Arts and crafts studios, subject to the following conditions:
   a. That the major character of such studios be that of providing a service;
   b. That any equipment or apparatus used on the premises be of a scale and construction that facilitate easy handling and operation by nonprofessionals.
3. Banks, savings and loans, and other financial institutions.
4. Barber shops and beauty salons.
5. Coin, stamp, and other hobby shops.
6. Employment agencies.
7. Escrow offices.
8. Hospitals and urgent care facilities.
9. Libraries.
10. Medical and dental buildings; prescription pharmacies; dental, biochemical and x-ray laboratories; and related facilities.
11. Post offices, and package shipment centers.
12. Professional offices for accountants; attorneys; doctors, dentists, optometrists, oculists, chiropractors, and others licensed by the state to practice the healing arts; planners, engineers and architects.
13. Public utility commercial offices.
14. Real estate, insurance and stockbrokers.
15. Reducing, exercising, or tanning salons.
16. Skilled nursing facilities.
17. Studios: interior decorating, photographer, couturier, artist, and music.
18. Telephone answering and secretarial services.
19. Travel agencies.
20. Similar business and professional offices and related services when interpreted by the Planning Director as consistent with the purpose and intent of the Business/Professional zoning classification.
21. Child Care Facilities. Small Family Day Care facilities subject to P.M.C. 19.83.
22. Residential Care Facilities. Residential care facilities subject to P.M.C. 19.84.
23. All other Business Park uses not mentioned but allowed per P.M.C. 19.44.

24. The following uses shall be permitted provided that a Minor Conditional Use Permit is first obtained:
    a. Fire and police stations
    b. Private Clubs, fraternities, sororities, lodges and non profit organizations
    c. All other Business Park uses requiring a Minor Conditional Use Permit not mentioned but allowed as per Perris Municipal Code Chapter 19.44.
25. In addition, the following uses shall be permitted provided that a conditional use permit is first obtained:
    a. Churches, and other places of worship.
    b. Child Care Facilities. Large Family Day Care and Child Care Centers subject to P.M.C. 19.83.
    c. Public parking areas, subject to the following conditions:
        i. That such area shall be for the temporary parking of automobiles without monetary charge except when operated by, or for, a public parking authority;
        ii. That such lot shall abut a lot zoned for commercial uses or an intervening alley, and that it shall be shown that such parking is to be used to provide the parking needs of such abutting commercially zoned lot;
        iii. That no such parking area shall be used for a used car sales area or for the accessory storage of cars;
        iv. That a minimum fifteen percent of the parking lot area shall be landscaped.
    d. All other Business Park uses requiring a conditional use permit not mentioned but allowed per P.M.C. 19.44.

3.6.2 Prohibited Uses: The following uses are prohibited in Business/Professional:

1. Any enterprise which produces or causes any dust, smoke, gas, noise, fumes, odors, or vibrations which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.
2. Any use, except parking, which is not conducted wholly within an enclosed building.
3. Storage, except that which is wholly within an enclosed building.
4. The manufacture of any product for sale at off-premises, except as permitted by conditional use permit.

~~4.~~5. Data Centers as defined by PMC Section 19.08.010 are prohibited.

3.6.3 Development Standards

Minimum Lot Size: The minimum lot size shall be twenty thousand (20,000 square feet).

Building Height Limit: The maximum building height limit in the Business/Professional Zone shall be fifty (50) feet.

Width of Lot: The minimum lot width in the Business/Professional Zone shall be one hundred

(100) feet.

Front Yard Required: The requirement for front yards in the Business/Professional Zone shall be not less than five (5) feet from local/collector streets, ten (10) feet from arterials, and fifteen
(15) feet from expressways and freeways.

3.7 LIGHT INDUSTRIAL STANDARDS

These Planning Areas are within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) Criteria Cell and are not yet approved nor entitled for the land uses identified from the original Green Valley Specific Plan. These Planning Areas require a consistency determination with the MSHCP as part of the entitlements process.

3.7.1 Permitted Uses: The uses permitted in the Light Industrial Zone shall be the same as follows:

1. Wholesale business, fruit packing plants, sales and salvage yards, but not including auto wrecking or the sale of used or secondhand goods or merchandise; and including light indoor manufacturing, light industries, cabinet and wood working shops and metal working and light machine shops, but not including ferrous metal forging works.
2. Subject to conditional permit, open storage, landscape nurseries, swap meets (indoor or outdoor), and industrial manufacturing.

3.7.2 Prohibited Uses: Uses prohibited in the Light Industrial Zone shall be any which cause or emit any dust, gas, smoke, odors, or vibrations which are or may be detrimental to other properties in the neighborhood or to the welfare of the occupants thereof Also, schools, hospitals, residential uses. Data centers as defined by PMC Section 19.08.010 are prohibited.

3.7.3 Development Standards

Minimum Lot Size: The minimum lot size shall be fifteen thousand (15,000 square feet).

Building Height: Building heights in the Light Industrial Zone shall not exceed twenty-four (24) feet or per the maximum height determined by the Airport Land Use Commission (ALUC)

Width of Lot: The minimum lot width requirement in the Light Industrial Zone shall be seventy-five (75) feet.

Front Yard Required: The requirements for front yards in the Light Industrial Zone shall be not less than ten (10) feet from local/collector streets and fifteen (15) feet from arterials.

Side Yard Required:

1. There shall be no minimum side yard requirement in the Light Industrial Zone adjoining non-residential zones.
2. Where the site adjoins a street, the minimum setback shall be not less than ten (10) feet from local/collector streets and fifteen (15) feet from arterials.
3. Where the site adjoins residentially zoned property the side yard setback shall be a minimum of twenty (20) feet, unless adjacent to loading or unloading areas, in which case it shall be a minimum of thirty (30) feet.

Rear Yard Required: The requirements for rear yards in the Light Industrial Zone shall be the same as side yards.

Distance Between Buildings: There shall be no minimum requirements for distance between buildings in the Light Industrial Zone except that no detached dwelling shall be less than ten (10) feet from any other dwelling or main building on the same building site; provided however, that such distance may be less than ten (10) feet and not less than fine (5) feet if either such dwelling or main building has no opening on the side between the buildings.

Screening:

1. **Truck Courts:** Industrial operations and truck courts shall be screened from public view and adjacent residential uses with live plant material including, but not limited to, trees, shrubs and ground cover. All landscaped areas shall be provided with permanent, automatic irrigation facilities. All landscaping plans shall be prepared by a registered landscape architect.
2. **Outdoor Storage Permitted:** Outdoor storage is permitted as an accessory use in Light Industrial Zone (limited to 10% of the site or less).
3. **Outdoor Display Areas:** Outdoor display area of products covering less than 5% of the lot area is allowed upon approval of a Minor Development Plan Review by the Planning Department pursuant to Chapter 19.54. Outdoor display area of products covering more than 5% of the lot area is allowed upon approval of a Conditional Use Permit.

Landscaping of Parking Areas: The requirement for landscaping in parking areas in Light Industrial Zone shall be as follows:

1. A minimum of fifteen percent (15%) of the parking area shall be landscaped with live plant material, including but not limited to, trees, shrubs and ground cover. All trees planted shall be fifteen (15) gallon size or larger, with a trunk caliber of at least two (2) inches.
2. The landscaping shall be evenly distributed throughout the parking area with at least one (1) shade tree for every six (6) parking spaces.
3. All landscaped areas shall be provided with permanent, automatic irrigation facilities.
4. All landscaping plans shall be prepared by a registered landscape architect.
5. Per the requirements of P.M.C. 19.70 (Landscaping).

Landscaping of Setbacks: The requirement for landscaping in front, side and rear yards required in the Light Industrial Zone shall be as follows:

1. All front, side and rear yards required shall be landscaped with live plant material including, but not limited to, trees, shrubs and ground cover. All landscaped areas shall be provided with permanent, automatic irrigation facilities. All landscaping plans shall be prepared by a registered landscape architect.
2. Notwithstanding the requirements of Subsection 1, above, the landscaping requirements of this Section may be waived by the Planning Director in the event the proposed development is located on a rear or side yard lot line.

Sign Regulations: Signage within the Business/Professional Zone shall be pursuant to P.M.C. 19.75 (Sign Regulations).

Architectural Design Guidelines: All new construction and additions are subject to Section 4.3, Commercial, Business and Professional, and Light Industrial Guidelines.

LEED. All new industrial buildings will need to comply with Silver LEED status (certification is optional).

Authority and Review: Authority and review procedures are subject to P.M.C. 19.54 (Authority and Review Procedures). Please note that the Planning Commission is the approval authority for

Tentative Parcel Map (TPMs) and Tentative Tract Maps (TTMs) unless processed concurrently with an SPA.

3.10 DEFINITIONS

The following definitions shall apply to uses and accessory uses within in Green Valley Specific Plan. Uses not defined herein shall be as defined by P.M.C. 19.08 (Definitions).

3.10.1 **Apartments –** means a building containing separate dwelling units for three or more families.

3.10.2 **Average Rear Setback –** In order to provide for a variety of housing types and configurations, an average rear setback is used for the single-family residential development standards. The average rear setback is calculated using the lot width excluding required side setbacks.

3.10.3 **Business/Professional Uses –** This zone provides for business and office uses where professional or clerical duties are performed such as business support services, legal services, collection agencies, development services office and property management services.

3.10.4 **Childcare Facilities –** means any childcare facility of 13 or more children (other than a family child care home), and includes infant centers, preschool and extended child care facilities. Such a facility shall provide nonmedical services to children under 18 years of age in need of personal services, supervision or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis.

3.10.5 **Churches, Synagogues, and other Religious Places of Worship –** means an establishment, the principal purpose which is religious worship and including accessory uses in the principal structure or in separate buildings, including Sunday school rooms, assembly rooms, kitchen, library room, one-family dwelling unit and day nurseries operated by and on the church site, but excluding facilities for residence of or training of religious orders.

3.10.6 **Commercial –** 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 shall be applicable to and correlate with the General Plan Land Use designations of Community Commercial and Commercial Neighborhood.

3.10.7 **Condominium –** A building or complex of buildings containing a number of individually owned apartments or houses.

3.10.8 **Convalescent and Senior Home Facility -** means an institution rendering extended care, nursing, dietary and other personal services to convalescents, invalids or aged persons, in which surgery is not performed and primary treatment such as is customarily given in general hospitals is not provided.

~~3.10.8~~3.10.9 Data Centers - Data centers as defined by PMC Section 19.08.010 are prohibited in the Green Valley Specific Plan.

3.10.10 **Enclosed Patios –** An enclosed patio is an extension of a house that usually consists of some type of patio area closed off in some way form outdoor elements. It is often used for lounging, dining, and entertaining.

~~3.10.9~~3.10.11 **Grocery Store (Supermarket)-** means any retail store which provides food products, produce, household items and prepackaged alcoholic beverages as an incidental commodity to the establishment.

~~3.10.10~~3.10.12 **Hospitals –** Any building or portion thereof, used for the treatment or accommodation of injured or ill persons, and includes sanatoria, convalescent and rest homes and boarding homes for children and aged persons, also orphanages, but shall not include asylums, detention or similar buildings where human beings are housed or detained under legal restraint.

EXHIBIT D

Harvest Landing Specific Plan (Chapter 2-
Land Use Plan)

2.0 LAND USE PLAN

2.1 Introduction

This section describes the development concept for Harvest Landing Specific Plan. The Harvest Landing Specific Plan outlines a thoughtfully integrated mix of land uses, fostering diverse commercial, Residential, park, and business park opportunities. It establishes a cohesive development framework characterized by a unified design, seamless connectivity, and enhanced landscaping. The Harvest Landing land use designations include Low Density Residential, Medium Density Residential, High Density Residential, Harvest Landing Sports Park, Multiple Business Use (MBU), Commercial (C), and Water Quality Management Plan/Drainage Detention (WQMP). There is one MBU overlay area, which allows MBU land uses in addition to the existing land use.

The land use plan is shown on Figure 2.0-1, *Land Use Plan*, and the build-out potential is described in Table 2.0-1, *Land Use Statistical Data*, below.

The following are the proposed land use designations and acreages in this Specific Plan:

- Low Density Residential (LDR): 18.0 acres
- Medium Density Residential (MDR): 16.4 acres
- High Density Residential (HDR): 15.4 acres
- Harvest Landing Sports Park (HLSP): 16.5 acres
- Commercial (C): 46.24 acres
- Multiple Business Use (MBU): 189.21 acres
- Water Quality Management Plan/Drainage Detention: 12.91 acres

Total Harvest Landing Specific Plan Area: 358.28 acres (includes 43.62 acres of roadways)

Buildout Potential

Table 2.0-1, *Land Use Statistical Data*, provides a detailed breakdown of the build-out levels of Harvest Landing.

Table 2.0-1, Land Use Statistical Data

Land Use	Acres	Density/FAR	Units/Building Sq. Ft.	Jobs[1]
Low Density Residential	18.00	0.5-7.0	110	N/A
Medium Density Residential	16.40	7.1-12.0	160	N/A
High Density Residential	15.40	15.1-22.0	345	N/A
Harvest Landing Sports Park	16.50	N/A	N/A	N/A
Multiple Business Use	189.21	0.75	6,181,491	8,570
Commercial	46.24	0.75	1,510,661	3,021
WQMP Drainage/Detention	12.91	N/A	N/A	N/A

Land Use	Acres	Density/FAR	Units/Building Sq. Ft.	Jobs[1]
Subtotal	**314.66**	**--**	**7,692,152**	**11,591**
Roads	43.62	N/A	N/A	N/A
Grand Total	**358.28**	**--**	**7,692,152**	**11,591**

1. Job Assumption: 500 square feet per employee in Commercial and 1,000 square feet per employee in Multiple Business Use area. (Source: County of Riverside General Plan).
2. For the purposes of CEQA the accompanying EIR for the HLSP Amendment assumes a reasonably foreseeable buildout of 5,735,535 SF of MBU and 428,507 SF of Commercial.

2.2 Low Density Residential (LDR)

Low Density Residential (LDR): This designation provides for low density detached single-family residential uses with densities ranging from 0.5-7.0 units per acre.

2.3 Medium Density Residential (MDR)

Medium Density Residential (MDR): This designation provides for small-lot single-family detached residential uses and medium density single-family attached dwellings (E.G. duplex, triplex, fourplex, cluster/row townhome) with densities ranging from 7.1-12.0 units per acre.

2.4 High Density Residential (HDR)

High Density Residential (HDR): This designation provides for high density multifamily residential uses (E.G. fourplex, cluster/row townhome, and stacked flats) with densities ranging from 15.1-22.0 units per acre.

2.5 Harvest Landing Sports Park (HLSP)

Harvest Landing Sports Park (HLSP): This designation provides for active and passive open space and recreation opportunities, including sports parks, athletic fields, playgrounds, picnic areas, and neighborhood parks. Also allows for the detention of storm water.

Figure 2.0-1 Land Use Plan

2.6 Multiple Business Use (MBU)

Multiple Business Use (MBU): This designation provides for a mix of professional office, business park, research and development, business park, related storage and support service uses, and pedestrian linkages. The MBU land use allows for a mix of Business/Professional Office and business park land uses, which are described below, as well as single and multi-family residential uses at the existing densities and locations as depicted in Figure 2.1 in the original approved Harvest Landing Specific Plan, please see Appendix A for reference.

Allowed Business/Professional Office Uses Under MBU Land Use: Allowed uses are those associated with business, professional, or administrative services located in areas of high visibility from major roadways. Manufacturing is also allowed in this designation.

Allowed Business Park and Manufacturing Uses Under MBU Land Use: Business park uses encompass a broad range of manufacturing and non-manufacturing activities. Within the MBU zoning designation, business park uses are permitted, including manufacturing, research and development, materials testing, fabrication, and assembly of non-hazardous products, as well as retail activities associated with manufacturing operations. A maximum of one (1) Parcel Hub is permitted within this zone.

Public facilities are allowed within the MBU Zoning with the approval of the Community Development Director.

MBU Overlay: This overlay allows for MBU land uses in addition to the underlying land use designations within the existing lot(s).

2.7 Commercial/Retail Use (C)

Commercial (C): This land use designation allows retail, professional office, and service-oriented business activities which serve the entire City, as well as single and multi-family residential uses at the existing densities and locations as depicted in Figure 2.1 in the original approved Harvest Landing Specific Plan. Please see Appendix A for reference.

2.8 Water Quality Management Plan (WQMP) Uses

Water Quality Management Plan (WQMP): This designation provides for stormwater drainage and detention uses, including drainage swales and detention basins. This area will also serve as an outdoor amenity for employees of the Specific Plan area to utilize with features such as, but not limited to, walking paths, benches, and/or exercise equipment, but is not designated as Open Space or Park land use. Residential uses may be allowed per section 4.2.1 of this Specific Plan.

2.9 Permitted Uses

The allowable land uses and permit requirements are indicated in Table 2.0-2, *Allowed Land Uses*.

Permitted Uses (P) are allowed, subject to compliance with all applicable provisions of the 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.

Administrative Development Plan Review/Development Plan Review (ADPR/DPR) would be required for any new development regardless of whether the use is permitted or permitted with an approved Conditional Use Permit.

Conditional Use Permit (CUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance, for any use that may need to be conditioned in order to operate in a manner so as not to generate impacts on the community.

Prohibited Uses (PRO) are land uses that are not allowed in the specified land use designation.

For a full description of the approval process, refer to Section 7.0, *Implementation and Administration*.

Table 2.0-2, Allowed Land Uses

Land Use	MBU*	C	LDR	MDR/HDR
Commercial Uses				
Administrative and Professional Offices/Services	P	P	PRO	PRO
Adult Entertainment	PRO	PRO	PRO	PRO
Alcohol Sales for Off-site Consumption	CUP	CUP	PRO	PRO
Alcohol Sales for On-site Consumption in Restaurant	P	P	PRO	PRO
Animal Services	P	CUP	PRO	PRO
Animal Boarding/Kennel (see Title 8 of the Municipal Code)	CUP	PRO	PRO	PRO
Auditoriums, Convention Halls, and Theaters	PRO	CUP	PRO	PRO
Auto Parts Sales	P	P	PRO	PRO
Bakeries (Commercial)	P	P	PRO	PRO
Barber/Beauty/Nail Shops	P	P	PRO	PRO
Cabinet and woodworking shops	P	PRO	PRO	PRO
Cable Companies	P	PRO	PRO	PRO

Land Use	MBU*	C	LDR	MDR/HDR
Catering Establishments	P	CUP	PRO	PRO
Car, Sales	CUP	CUP	PRO	PRO
Car Washes	CUP	CUP	PRO	PRO
Bank	PRO	P	PRO	PRO
Cleaning/Janitorial	P	PRO	PRO	PRO
Clinics including dental, medical, and optical	P	P	PRO	PRO
Convenience Stores	P	P	PRO	PRO
Copy Centers/Postal Service Centers/Blueprinting	P	P	PRO	PRO
Dance Schools/Karate Studios	P	P	PRO	PRO
Deli/Sandwich Shops/Donut Shops (less than 12 fixed seats)	P	P	PRO	PRO
Distributors and showrooms	P	P	PRO	PRO
Drive-Thru Services	CUP	CUP	PRO	PRO
Drug Stores	P	P	PRO	PRO
Dry Cleaners	P	P	PRO	PRO
Flower/Gift Shops	P	P	PRO	PRO
Fueling stations and services	CUP	CUP	PRO	PRO
Funeral Homes	PRO	PRO	PRO	PRO
General Retail / General Merchandise	P	P	PRO	PRO
Grocery Store	P	P	PRO	PRO
Health/Athletic Clubs	P	P	PRO	PRO
Home Improvements with outdoor display of lumber, garden, and nursery items	P	P	PRO	PRO
Hotels	P	P	PRO	PRO
Kennels, veterinarians, and animal services	P	P	PRO	PRO
Laboratories (e.g., film, medical, dental, R&D, etc.)	P	P	PRO	PRO
Landscape Nurseries	P	P	PRO	PRO
Laundromats (self-serve)	P	P	PRO	PRO
Laundry and dry cleaning	CUP	P	PRO	PRO
Massage Parlor	PRO	PRO	PRO	PRO
Misc. Repair/Service, indoor only (exclusive of auto repair)**	CUP	P	PRO	PRO
Nurseries/Garden Supplies	P	P	PRO	PRO
Night Clubs/Bars/Lounges	CUP	CUP	PRO	PRO
Offices	P	P	PRO	PRO
Office Equipment/Supplies	P	P	PRO	PRO
Thrift Shops	PRO	PRO	PRO	PRO

Land Use	MBU*	C	LDR	MDR/HDR
Personal Services	P	P	PRO	PRO
Pest Control	CUP	CUP	PRO	PRO
Publishing/Printing Plants	P	PRO	PRO	PRO
Restaurants (No Drive Thru)	P	P	PRO	PRO
Restaurants (With Drive Thru)	CUP	CUP	PRO	PRO
Restaurants With Alcohol Sales	P	P	PRO	PRO
Service Stations	CUP	CUP	PRO	PRO
Smoke Shops	P	P	PRO	PRO
Specialty Food Stores (no alcohol)	P	P	PRO	PRO
Storage (Indoor Ancillary Uses)	P	P	PRO	PRO
Swap Meets (Indoor)	PRO	PRO	PRO	PRO
Swap Meets (Outdoor)	PRO	PRO	PRO	PRO
Tattoo Parlors, Body-Piercing Studios	P	P	PRO	PRO
Vehicle Leasing/Rental	CUP	CUP	PRO	PRO
Vehicle-Related Routine Service and Maintenance (minor repair)**	CUP	CUP	PRO	PRO
Veterinary Services	P	P	PRO	PRO
Video Arcades	CUP	CUP	PRO	PRO
Welding and Related Uses	P	PRO	PRO	PRO
Wholesale Business	CUP	P	PRO	PRO
Residential				
Residential (Multi-Family)	P	P	P	P
Residential (Single-Family)	P	P	P	PRO
Communication Towers (Additional FAA review may be required)				
Stealth Monopoles/Wireless Communication Facilities	CUP	CUP	PRO	PRO
Educational and Care Facilities				
Blood Banks	PRO	PRO	PRO	PRO
Child Care Center / Nursery School, Private	CUP	CUP	PRO	PRO
Day Care for Employee Children Only*	P	P	PRO	PRO
Health Clinics/Outpatient Surgery	CUP	CUP	PRO	PRO
Hospitals Urgent Care Centers	CUP	CUP	PRO	PRO
Medical Care Clinics and Offices	P	P	PRO	PRO
Medical Equipment and Supplies	P	P	PRO	PRO
Outpatient Treatment Programs	P	P	PRO	PRO
Senior/Congregate Care Facilities	P	CUP	PRO	PRO
Schools, Technical, Trade and Vocational	CUP	CUP	PRO	PRO

Land Use	MBU*	C	LDR	MDR/HDR
Business Park and Manufacturing Uses				
Data Centers	PRO	PRO	PRO	PRO
Manufacturing (Indoor)	CUP	PRO	PRO	PRO
Recycling Facilities	PRO	PRO	PRO	PRO
Recycling Facilities, reverse vending only	PRO	PRO	PRO	PRO
Truck Storage Outdoor	PRO	PRO	PRO	PRO
Parcel Hub***	P	PRO	PRO	PRO
Business Park/Office	P	PRO	PRO	PRO
Warehouse and Distribution Centers	PRO	PRO	PRO	PRO
Recreation Uses				
Recreational Areas and Facilities (Outdoor)	CUP	CUP	PRO	PRO
Recreational Areas and Facilities (Indoor)	CUP	CUP	PRO	PRO
Storage Uses				
Mini-storage/Wholesale Facilities	CUP	PRO	PRO	PRO
Non-Profits				
Government Facilities	P	P	PRO	PRO
Public/Semi-Public Institutions	P	P	PRO	PRO
Public Infrastructure Facilities	P	PRO	PRO	PRO
Public or Semi-Public Education Facilities	CUP	CUP	PRO	PRO
Religious Institutions	CUP	CUP	PRO	PRO
Professional Office				
Business/Professional Office	P	P	PRO	PRO
Other Uses				
Drainage/Detention Basins	P	P	PRO	PRO
Libraries	CUP	P	PRO	PRO
Museums	CUP	P	PRO	PRO
Radio/TV Broadcasting	CUP	PRO	PRO	PRO
Private/Public Utility Facilities	P	CUP	PRO	PRO
Transportation	P	PRO	PRO	PRO

*All uses permitted within the MBU Area south of Orange Avenue shall require approval of a CUP, with the exception of residential uses and one parcel hub facility, which shall remain permitted by right.

**Permitted by right when incidental and accessory to a primary permitted use; a Conditional Use Permit shall only be required when proposed as a standalone use.

*** A maximum of one (1) Parcel Hub is permitted within the Harvest Landing Specific Plan.

LAND USE TABLE NOTES:

The interpretation or inclusion of any uses not specifically listed in this table shall be subject to the discretion of the Director of Development Services and/or Planning Commission upon appeal using this Specific Plan as a guide. See Section 6, Implementation, for the accommodation of minor amendments to this table.

2.10 Definitions

Specific uses that are not defined in the section please refer to the City of Perris' Municipal code, Chapter 19.08.

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.

Alcohol Sales for Off-site Consumption: The act of selling any type of alcohol for off-site consumption such as convenience stores, service stations 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 Services: As defined by Municipal Code Section 8.01.010 Definitions, *mean the city-funded program that provides staffing, facilities and resources to operate the city* animal *control and* animal *shelter operations.*

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.

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.

Data Center: Data centers as defined by PMC Section 19.08.010 are prohibited within the Harvest Landing Specific Plan.

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, including, but not limited to, 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 including, but not limited to, 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: 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.

Laboratories: Facilities used for scientific, technical, medical, dental, or research and development (R&D) purposes, including testing, analysis, and experimentation. This may include medical and dental labs, film processing labs, and R&D facilities supporting various industries. Laboratories may involve the use of specialized equipment, controlled environments, and chemical or biological materials, subject to applicable safety and regulatory standards.

Landscape Nurseries: Reproduction and growing of plants to usable size for retail or wholesale.

Manufacturing/Business Park: The fabrication or storage of goods and services for sale including, but not limited to, cabinet and woodworking shops, distributors and showrooms, food products, manufacturing, light manufacturing, Business Park uses, research and development, research centers, and wholesale (with on-site merchandise).

Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals: The fabrication or storage of goods and services for sale including, but not limited to, pharmaceuticals, hazardous materials, or chemicals as allowed in the above land use table.

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 including, but not limited to, chiropractic, dental, vision, acupuncture and orthodontic offices, excluding urgent care facilities, hospitals and clinics requiring a state permit.

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 including, but not limited to, 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.

Parcel Hub: A parcel hub typically serves as a regional and local freight-forwarding facility for time-sensitive shipments transported by air and ground carriers, such as FedEx, UPS, and USPS. Packages are received, immediately sorted, and dispatched on vehicles for direct delivery. From the parcel hub, items are routed to delivery routes or carriers responsible for the final segment of the journey from the hub to the recipient. Unlike a warehouse, a parcel hub is designed for rapid movement and short on-site handling periods, with minimal or no long-term storage. No warehouse storage or distribution activities occur on site; however, limited assembly and repackaging may take place.

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 including, but not limited to, 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 including, but not limited to, 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 including, but not limited to, schools and administrative offices.

Public Infrastructure Facilities: The basic facilities, services, and installations needed for the functioning of a community including, but not limited to, transportation and communications systems, public utilities, detention basin and drainage facilities. Infrastructure necessary for essential public services, including water, wastewater, electricity, gas, and telecommunications. This includes EMWD facilities such as water treatment facilities, water wells, pumping stations, storage tanks, and conveyance systems. These facilities may include associated buildings, pipelines, and equipment necessary for operation and service reliability.

Recreational Areas and Facilities (Indoor): Amusement or entertainment provided in an enclosed space designed to provide pleasure or relaxation including, but not limited to, 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 including, but not limited to, 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 including, but not limited to, churches, Sunday school, mosques, temples, synagogues including recreational facilities and residential quarters for incidental use. Does not include private schools or daycare.

Residential: Dwelling units for individuals or households, including single-family homes, multi-family apartments or condominiums, townhouses, duplexes, and other types of housing. This does not include transient lodging (e.g. hotels or motels), institutional housing, or hotels or other short-term housing. Please see Section 4.2.1 for permitted residential density.

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.

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 unwalled building.

Vehicle - Related Outdoor Storage and Other Facilities: Facility used to store vehicles including, but not limited to, 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 including, but not limited to, incidental body or fender work, painting, upholstering, 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.

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.

EXHIBIT E

New Perris Specific Plan (Chapter 4-
Planning Area Development Standards)

4.0 PLANNING AREA DEVELOPMENT STANDARDS

Planning Areas 1 through 8 have been removed by the New Perris Specific Plan, Amendment No. 1.

4.1 Planning Area 9 – Retail Commercial

4.1.1 Land Use

Planning Area 9 is a 6-acre site that will consist of retail commercial land uses and located in the northern portion of the property, west of Murrieta Road and adjacent to San Jacinto Avenue. Planning Area 9 will consist of retail commercial land uses intended to provide goods and services to the local community and is depicted in **Figure 25, Planning Area 9** and **Figure 26, Planning Area 9 Detail**.

4.1.2 Zoning Ordinance Regulations

A. Permitted Uses. The following general uses shall be permitted within Planning Area 9:

Retail Related

1) Apparel stores
2) Appliance stores
3) Art galleries, frame shops
4) Automotive accessories
5) Baker sales shops
6) Bicycle shops
7) Book stores
8) Camera stores
9) Candy, nut and confectionery stores
10) Department stores
11) Drug stores
12) Florist shops
13) Gift stores
14) Grocery stores
15) Furniture stores
16) Hardware stores
17) Optical goods stores
18) Package liquor stores
19) Paint, glass and wallpaper stores
20) Pet shops (completely enclosed)
21) Radio, television and music sound system stores
22) Shoe shops
23) Specialty shops
24) Sporting goods stores
25) Stationary stores
26) Theaters, not including drive-ins
27) Toy stores
28) Variety stores

Service Related

1) Apparel repair, alteration, and cleaning
2) Barber and beauty shops
3) Banks and savings and loan institutions
4) Day care centers
5) TV stations
6) Instant printing and duplicating services
7) Shoe repair
8) Travel service

Food Related

1) Bars and cocktail lounges, provided such uses are a part of a bona fide restaurant
2) Delicatessens and dairy product sales
3) Restaurants and sidewalk cafes
4) Fast food and carry out restaurants with drive-thru's

B. **Other Uses.** Other uses as deemed appropriate by the Director of Planning and Community Development. Data centers as defined by the PMC Section 19.08.010 are prohibited within the New Perris Specific Plan.

C. **Accessory Uses.** The following accessory building and uses customarily incident to any of the above shall be permitted within Planning Area 9:

1) Private garages, parking structures, and/or subterranean parking
2) Accessory structures or uses which are customarily incidental or necessary to the permitted uses
3) Pedestrian and bicycle trails

D. **Development Standards**

1) **Maximum Structure Height:** Maximum height or buildings within Planning Area 9 shall be two (2) stories or 24 feet above grade.
2) **Maximum Building Coverage:** Maximum permissible building coverage for all structures within Planning Area 9 shall be 35 percent.
3) **Setbacks:**
   a. **Streetside:** Building setbacks from public streets shall be a minimum of thirty-five (35) feet as measured from the face-of-curb, and fully landscaped with no building or structure encroachments permitted.
   b. **Rear Yard:** Where the rear of a building is adjacent to a property zoned or has a land use other than manufacturing, industrial or commercial the rear yard setback shall be a minimum of fifty (50) feet, of which a minimum of 20 feet shall be landscaped adjacent to the property line. No building, structure or parking encroachments shall be permitted.
   c. Where the adjoining property is similarly zoned, the rear set back shall be a minimum of eighteen (18) feet.
4) **Parking Requirements:**
   a. The minimum number of parking spaces required shall be as identified within Section 5.2, Parking Regulations and Standards, of this Specific Plan.

E. All other requirements shall be as per the City of Perris parking codes.

1) Vehicular access to Planning Area 9 shall conform to the requirements of the City Engineer and Fire Department.
2) Proposed uses within Planning Area 9 shall be subject to development plan review by the City of Perris Planning and Community Development Department.

4.2 Planning Area 10 – Research and Development

4.2.1 Land Use

Planning Area 10 is a 40 acre site that will consist of research and development land uses and located in the northern portion of the property, east of Murrieta Road and adjacent to San Jacinto Avenue and the Perris Valley Storm Drain channel as depicted in **Figure 27, Planning Area 10** and **Figure 28, Planning Area 10 Detail**.

4.2.2 Zoning Ordinance Regulations

A. Permitted Uses. The following general uses shall be permitted within Planning Area 10:

1) Accounting, auditing, and bookkeeping services
2) Administrative offices
3) Advertising services
4) Architectural, engineering, and planning services
5) Business and management consulting services
6) Data processing services
7) Dental labs
8) Duplicating, mailing, and stenographic services
9) Medical labs
10) Product development facilities
11) Product research facilities
12) Photographic service
13) Research and analysis services
14) Telephone answering

B. Other Uses. Other similar uses as deemed appropriate by the Director of Planning and Community development. Data centers as defined by the PMC Section 19.08.010 are prohibited within the New Perris Specific Plan.

C. Accessory Uses. The following accessory building and uses customarily incident to any of the above shall be permitted within Planning Area 10:

1) Private garages, parking structures, and/or subterranean parking
2) Clubhouses
3) Accessory structures or uses which are customarily incidental or necessary to the permitted uses and bicycle trails
4) Auto-related products

D. Development Standards

1) **Maximum Structure Height:** Maximum height for buildings within Planning Area 10 shall be two (2) stories or 24 feet above grade.
2) **Maximum Building Coverage:** Maximum permissible building coverage for all structures within Planning Area 10 shall be 35 percent.
3) **Setbacks:**
   a. **Streetside:** Building setbacks from public streets shall be a minimum of thirty-five (35) feet as measured from the face-of-curb,

and fully landscaped with no building or structure encroachments permitted.

b. Adjacent to the Perris Valley Storm Channel, the setback shall be 50 feet, of which a minimum of 20 feet shall be fully landscaped adjacent the channel. No building, structure or parking encroachments shall be permitted.

4) **Parking Requirements:**
   a. The minimum number of parking spaces required shall be as identified within Section 5.2, Parking Regulations and Standards, of this Specific Plan.
   b. All other requirements shall be as per the City of Perris parking codes.
5) Vehicular access to Planning Area 10 shall conform to the requirements of the City Engineer and Fire Department.
6) Proposed uses within Planning Area 10 shall be subject to development plan review by the City of Perris Planning and Community Development Department.

4.3 Planning Area 11 – Office/Commercial

4.3.1 Land Use

Planning Area 11 is a 24-acre site that will consist of office/commercial land uses and located in the northern portion of the property, west of Murrieta Road and adjacent to Evans Road on the east. Planning Area 11 will consist of office/commercial land uses intended to provide goods and services to the community as depicted in **Figure 29, Planning Area 11** and **Figure 30, Planning Area 11 Detail**.

4.3.2 Zoning Ordinance Regulations

A. Permitted Uses. The following general uses shall be permitted within Planning Area 11:

Office Related

1) Accounting, auditing, and bookkeeping services
2) Administrative offices
3) Advertising services
4) Architectural, engineering, and planning services
5) Business and management consulting services
6) Collection agencies
7) Credit Services
8) Data processing services
9) Dental clinic, labs, and offices
10) Detective and protective services
11) Duplicating, mailing, and stenographic services
12) Employment services
13) Financial institution
14) Insurance services
15) Investment services
16) Medical clinics, labs, and offices
17) Optometrist
18) Pharmacy
19) Photographic services
20) Public Utility offices
21) Real estate services
22) Research services
23) Security and commodity brokers, dealers, and exchanges
24) Tax consultation
25) Telephone answering

Retail Related

1) Apparel stores
2) Appliance stores
3) Art galleries, frame shop
4) Automotive accessories
5) Baker sales shops
6) Bicycle shops
7) Book stores

8) Camera stores
9) Candy, nut, and confectionary stores
10) Department stores
11) Drug stores
12) Florist shops
13) Gift stores
14) Grocery stores
15) Furniture stores
16) Hardware stores
17) Optical goods stores
18) Package liquor stores
19) Paint, glass and wallpaper stores
20) Pet shops (completely enclosed)
21) Radio, television and music sound system stores
22) Shoe shops
23) Specialty shops
24) Sporting goods stores
25) Stationery stores
26) Theaters, not including drive-ins
27) Toy stores
28) Variety stores

Service Related

1) Apparel repair, alteration, and cleaning
2) Barber and beauty shops
3) Banks and savings and loan institutions
4) Day care centers
5) TV stations
6) Instant printing and duplicating services
7) Public service facilities (government, civic and utility)
8) Shoe repair
9) Travel service

Food Related

1) Bars and cocktail lounges, provided such uses are a part of a bona fide restaurant
2) Delicatessens and dairy product sales
3) Restaurants and sidewalk cafes
4) Fast food and carry out restaurants with drive-thru's

Recreation Related

1) Health and athletic clubs
2) Recreational uses such as tennis courts, swimming pools, bowling alleys, ice and roller skating rinks, racquetball courts
3) Specialty recreation centers, such as family billiard facilities and other recreation uses conducted within completely enclosed buildings

Cultural Related

1) Amphitheater
2) Art cinema
3) Art museum
4) Concert halls

Auto Service Center (including car wash, gasoline, service pumps, lube oil and tune-up, and other similar minor automobile repairs) provided that:

1) The service center shall be setback at least 100 feet from the right-of-way lines
2) No more than two service centers shall be permitted in Planning Area 11
3) The proposed architecture and site location shall enhance the appearance and character
4) Feasibility of arranging ingress and egress without interference or hazard to circulation patterns
5) Car wash and service repair activities and operations shall be completely and attractively screened
6) Nuisances due to noise or other features associated with the activities and operation shall be sufficiently mitigated through physical location, design, or other measures

B. **Other Uses.** Other uses as deemed appropriate by the Director of Planning and Community Development. Data centers as defined by the PMC Section 19.08.010 are prohibited within the New Perris Specific Plan.

C. **Accessory Uses.** The following accessory building and uses customarily incident to any of the above shall be permitted within Planning Area 11:

1) Private garages, parking structures, and/or subterranean parking
2) Accessory structures or uses which are customarily incidental or necessary to the permitted uses
3) Pedestrian and bicycle trails
4) Water features

D. **Development Standards**

1) **Maximum Structure Height:** Maximum height for buildings within Planning Area 11 shall be two (2) stories or 24 feet above grade
2) **Maximum Building Coverage:** Maximum permissible building coverage for all structures within Planning Area 11 shall be 35 percent.
3) **Setbacks**
   a. **Streetside:** Building setbacks from public streets shall be a minimum of thirty-five (35) feet as measured from the face-of-curb, and fully landscaped with no building or structure encroachments permitted.
   b. When the side property line adjoins a property zoned, or land use other than manufacturing, industrial or commercial, the buildings shall be setback a minimum of fifty (50) feet, of which a minimum of twenty (20) feet shall be landscaped adjacent to the property line.
   c. **Side and Rear Building Setback:** A minimum side and rear building setback shall be not less than ten (10) feet in depth as

measured from the property line or face-of-curb, except that open parking areas and parking structures may be located at the side and the rear property line provided the parking structures are constructed with adequate fire walls as defined by the latest edition of the Uniform Building Code adopted by the City. Setbacks shall be fully landscaped.

4) **Parking Requirements:**
   a. The minimum number of parking spaces required shall be as identified within Section 5.2, Parking Regulations and Standards, of this Specific Plan.
   b. All other requirements shall be as per the City of Perris parking codes.
5) Vehicular access to Planning Area 11 shall conform to the requirements of the City Engineer and Fire Department.
6) Proposed uses within Planning Area 11 shall be subject to development plan review by the City of Perris Planning and Community Development Department.

4.6 Planning Area 14 – Office/Commercial

4.6.1 Land Use

Planning Area 14 is a 31-acre site that will be comprised of office/commercial land uses. Planning Area 14 is located adjacent to Ellis Avenue and Evans Avenue on the easterly portion of the project site as depicted in **Figure 35, Planning Area 14** and **Figure 36, Planning Area 14 Detail**.

4.6.2 Zoning Ordinance Regulations

A. Permitted Uses. The following general uses shall be permitted within Planning Area 14:

Office Related

1) Accounting, auditing, and bookkeeping services
2) Administrative offices
3) Advertising services
4) Architectural, engineering, and planning services
5) Business and management consulting services
6) Collection agencies
7) Credit services
8) Data processing services
9) Dental clinic, labs, and offices
10) Detective and protective services
11) Duplicating, mailing, and stenographic services
12) Employment services
13) Financial institutions
14) Insurance services
15) Investment services
16) Medical clinics, labs, and offices
17) Optometrist
18) Pharmacy
19) Photographic services
20) Public Utility offices
21) Real estate services
22) Research services
23) Security and commodity brokers, dealers, and exchanges
24) Tax consultation
25) Telephone answering

Retail Related

1) Apparel stores
2) Appliance stores
3) Art galleries, frame shops
4) Automotive accessories
5) Baker sales shops
6) Bicycle shops
7) Book stores
8) Camera stores
9) Candy, nut, and confectionery stores

10) Department stores
11) Drug stores
12) Florist shops
13) Gift stores
14) Grocery stores
15) Furniture stores
16) Hardware stores
17) Optical goods stores
18) Package liquor stores
19) Paint, glass and wallpaper stores
20) Pet shops (completely enclosed)
21) Radio, television and music sound system stores
22) Shoe shops
23) Specialty shops
24) Sporting goods stores
25) Stationery stores
26) Theaters, not including drive-ins
27) Toy stores
28) Variety stores

Service Related

1) Apparel repair, alteration, and cleaning
2) Barber and beauty shops
3) Banks and savings and loan institutions
4) Day care centers
5) TV stations
6) Instant printing and duplicating services
7) Public service facilities (government, civic, and utility)
8) Shoe repair
9) Travel service

Food Related

1) Bars and cocktail lounges, provided such uses are a part of a bona fide restaurant
2) Delicatessens and dairy product sales
3) Restaurants and sidewalk cafes
4) Fast food and carry-out restaurants with drive-thrus

Recreation Related

1) Health and athletic clubs
2) Recreational uses such as tennis courts, swimming pools, bowling alleys, ice and roller skating rinks, racquetball courts
3) Specialty recreation centers, such as family billiard facilities and other recreation uses conducted within completely enclosed buildings

B. **Other Uses.** Other uses as deemed appropriate by the Director of Planning and Community Development. Data centers as defined by the PMC Section 19.08.010 are prohibited within the New Perris Specific Plan.

C. **Accessory Uses.** The following accessory building and uses customarily incident to any of the above shall be permitted within Planning Area 14:

1) Private garages, parking structures, and/or subterranean parking
2) Accessory structures or uses which are customarily incidental or necessary to the permitted uses
3) Pedestrian and bicycle trails

D. **Development Standards**

1) **Maximum Structure Height:** Maximum height for buildings within Planning Area 14 shall be seven (7) stories or 84 feet above grade.
2) **Maximum Building Coverage:** Maximum permissible building coverage for all structures within Planning Area 14 shall be 50 percent if parking structures are built and shall be 40 percent if no parking structures are built.
3) **Setbacks:**
   a. **Streetside:** Building setbacks from public streets shall be a minimum of thirty-five (35) feet as measured from the face- of-curb, and fully landscaped with no building or structure encroachments permitted.
   b. **I-215:** Building setbacks from I-215 shall be a minimum of 50 feet measured from the right-of-way line. Of the total building setback, a minimum of 20 feet shall be fully landscaped.
4) **Parking Requirements:**
   a. The minimum number of parking spaces required shall be as identified within Section 5.2, Parking Regulations and Standards, of this Specific Plan.
   b. All other requirements shall be as per the City of Perris parking codes.
5) Vehicular access to Planning Area 14 shall conform to the requirements of the City Engineer and the Fire Department
6) Proposed uses within Planning Area 14 shall be subject to development plan review by the City of Perris Planning and Community Development Department.

4.8 Planning Area 16 – Retail Commercial

4.8.1 Land Use

Planning Area 16 is a 15-acre site located in the southern portion of the property and bounded by I-215, the Perris Valley Storm Drain, and Ellis Avenue. Planning Area 16 will consist of retail commercial land uses intended to provide goods and services to the local community as depicted in **Figure 39, Planning Area 16** and **Figure 40, Planning Area 16 Detail**.

4.8.2 Zoning Ordinance Regulations

A. Permitted Uses. The following general uses shall be permitted within Planning Area 16:

Retail Related

1) Apparel stores
2) Appliance stores
3) Art galleries, frame shops
4) Automotive accessories
5) Baker sales shops
6) Bicycle shops
7) Book stores
8) Camera stores
9) Candy, nut, and confectionery stores
10) Department stores
11) Drug stores
12) Florist shops
13) Gift stores
14) Grocery stores
15) Furniture stores
16) Hardware stores
17) Optical goods stores
18) Package liquor stores
19) Paint, glass and wallpaper stores
20) Pet shops (completely enclosed)
21) Radio, television and music sound system stores
22) Shoe repairs
23) Specialty shops
24) Sporting goods stores
25) Stationary stores
26) Theaters, not including drive-ins
27) Toy stores
28) Variety stores

Service Related

1) Apparel repair, alteration, and cleaning
2) Barber and beauty shops
3) Banks and savings and loan institutions
4) Day care centers
5) TV stations

6) Instant printing and duplicating services
7) Shoe repair
8) Travel service

Auto Service Center (including car wash, gasoline, service pumps, lube oil and tune-up, and other similar minor automobile repairs) provided that:

1) The service center shall be setback at least 100 feet from the right-of-way lines.
2) No more than two service centers shall be permitted in Planning Area 16.
3) The proposed architecture and site location shall enhance the appearance and character.
4) Feasibility of arranging ingress and egress without interference or hazard to circulation patterns.
5) Car wash and service repair activities and operations shall be completely and attractively screened.
6) Nuisances due to noise or other features associated with the activities and operation shall be sufficiently mitigated through physical location, design, or other measures.

Food Related

1) Bars and cocktail lounges, provided such uses are a part of a bona fide restaurant
2) Delicatessens and dairy product sales
3) Restaurants and sidewalk cafes
4) Fast food and carry out restaurants with drive-thru's

B. **Other Uses.** Other uses as deemed appropriate by the Director of Planning and Community Development. Data centers as defined by the PMC Section 19.08.010 are prohibited within the New Perris Specific Plan.

C. **Accessory Uses.** The following accessory building and uses customarily incident to any of the above shall be permitted within Planning Area 16:

1) Private garages, parking structures, and/or subterranean parking
2) Accessory structures or uses which are customarily incidental or necessary to the permitted uses
3) Pedestrian and bicycle trails

D. **Development Standards**

1) **Maximum Structure Height:** Maximum height for buildings within Planning Area 16 shall be two (2) stories or 24 feet above grade.
2) **Maximum Building Coverage:** Maximum permissible building coverage for all structures within Planning Area 16 shall be 30 percent.
3) **Setbacks:**
   a. **Streetside:** Building setbacks from public streets shall be a minimum of thirty-five (35) feet as measured from theface-of-curb, and fully landscaped with no building or structure encroachments permitted.
   b. Setbacks from the Perris Valley Storm Drain Channel shall be 35 feet, of which 15 feet shall be fully landscaped.

c. Adjacent to the San Jacinto River, the minimum setback shall be 50 feet of which a minimum of 20 feet shall be landscaped adjacent the property line.

d. **I-215:** Building setbacks from I-215 shall be a minimum of 50 feet measured from the right-of-way line. Of the total building setback, a minimum of 20- feet shall be landscaped.

4) Parking Requirements:

a. The minimum number of parking spacesrequired shall be as identified within Section 5.2, Parking Regulations and Standards, of this Specific Plan.

b. All other requirements shall be as per the City of Perris parking codes.

5) Vehicular access to Planning Area 16 shall conform to the requirements of the City Engineer and The Fire Department.

Proposed uses within Planning Area 16 shall be subject to development plan review by the City of Perris Planning and Community Development Department.

EXHIBIT F

Riverglen Specific Plan (Chapter 4-
Development Regulations)

SECTION 8. DEFINITIONS

8. I Definitions (A)

Accessory Building - A subordinate building located on a building site, the use of which is customarily incidental to that of a main building or to the use of the land.

Accessory Use - A use customarily incidental and accessory to the principal use of the land or building site, or to a building or other structure located on the same building site as the principal use.

8.2 Definitions (B)

Building - A structure having a roof supported by columns or walls.

Building Height - The vertical distance measure from the ground level grade to the top of the building. On a sloping site the height of any building shall be the vertical distance minus the foundation or under-structure between the finished ground surface adjacent to the building at any point and the highest point of the building directly above, provided that a roof shall be measured to the average height of the roof but that no part of the roof shall extend more than five (5) feet above the permitted height.

Building Site Coverage - The relationship between the ground floor area of the building or buildings and the net area of the site.

Said net area shall be computed by deducting from the gross site area any ultimate street right-of-way.

Unenclosed post-supported roofs over patios, driveways, and walkways, unenclosed post-supported eaves overhangs, and swimming pools sl}all not constitute buildings for the purpose of this definition.

8.3 Definitions (C)

Carport - A roofed structure, or a portion of a building, open on two or more sides primarily for the parking of automobiles belonging to the occupants of the property.

City - The City of Perris.

Commission or Planning Commission - The City of Perris Planning Commission.

Community Facility - A noncommercial use established primarily for the benefit and enjoyment of the community in which it is located.

8.4 Definitions *(D)*

Data Centers- Data centers as defined by PMC Section 19.08.010 are prohibited within the Riverglen Specific Plan.

Density- The total number of dwelling units per acre determined by dividing the total dwelling units by the total acres.

Dwelling, Single Family - A permanent building containing one dwelling unit.

Dwelling Unit - One or more rooms and a single kitchen designed for occupancy by one family for living and sleeping purposes.

8.5 Definitions (E)

Easement - A recorded right or interest in the land of another, which entitles the holder thereof to some use, privilege or benefit out of or over said land.

8.6 Definitions *(F)*

Family - One or more persons immediately related by blood, marriage or adoption living in a single housekeeping unit in a dwelling together with their domestic employees. A group of not more than five unrelated persons living together with their domestic employees shall also be considered a family.

8.7 Definitions(G)

Garage, Private - A building, or a portion of a building, used primarily for the parking of automobiles belonging to the occupants of the property.

Garage, Public - A building other than private garage used for the maintenance or temporary storage of motor vehicles.

Gross Area - The entire area within the boundaries of ,a project site, building or lot, measured to the property lines of the site and to the centerlines of adjoining public rights-of-way.

Gross Density - The total density within a site when the total number of dwelling units are divided by the gross area of the site.

8.8 Definitions (H)

Home Occupations - Any vocation, trade or profession, as permitted in the Municipal Code, carried on solely by the occupant of the premises.

8.9 Definitions *(I)*

Institutions - A social, educational, governmental, health, or religious organization.

8. IO Definitions (L)

Lot - Any numbered or lettered parcel shown on a recorded tract map, a record of survey recorded pursuant to an approved division of land, for a parcel map.

Lot Area - The computed area contained within the !oi lines. If there is a recorded subdivision or parcel map, "lot lines" as defined herein shall be located as shown thereon.

Lot Width - The horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Lot Line, Common - Any lot line except the front line of the lot or the lot line or a comer lot that abuts the side street, or a lot line separated form another lot line by a dedicated alley or street or way.

Lot Line, Front - In the case of an interior lot, a line separating the lot from the street; in the case ofa corner lot, the line separating the narrowest street frontage of the lot from the street.

Lot Line, Rear - A lot line not abutting a street which is opposite and most distant from the front line.

Lot Line. Street - Any lot line separating a lot from a street.

8.11 Definitions (N)

Net Area - The total horizontal area within the property lines of a lot or parcel of land, excluding public rights-of-way.

Net Density- The total density within a site when the tot<,! number of dwelling units are divided by the net area of the site.

8.12 Definitions (Pl

Parking Area, Private - An area. other than a street, designed or used primarily for the parking of private vehicles and not open to general public use.

Parking Area, Public - An area, other than a private parking area or street. used for the parking of vehicles and available for general public use, either free or for a fee.

Planning Director - City of Perris Director of Planning and Community Development

8.I3 Definitions (R)

Right of Way - An area or strip of land. either public or private, on which a right of passage has been recorded.

8.14 Definitions (S)

Service - An act, or any result of useful labor, which does not, it itself, produce a tangible commodity.

Setback Area - The area between the building line and the property line, or when abutting a street, the ultimate right-of-way line.

Side-on Garage - A building, or portion of a building, used primarily for the parking of motor vehicles, whose entry is perpendicular to the street or whose side is facing the street.

Sign - Any device used for visual communication or attraction including any announcement, declaration, demonstration, display, illustration, insignia or symbol used to advertise to promote the interest of any person; together with all parts, materials, frame and background.

"Sign" and "Advertising Devices" shall not include the following:

A. Official notices issued by any court or public body or officer;

B. Notices posted by any public officer in performance of a public duty or by any person in giving legal notice.

C. Directional, warning, or information signs or structures required by, or authorized by law or by Federal, State or County Authority.

D. The flag of the State of California or of the United States of America or any official flag of any other state or country.

Advertising Device - Any balloon; flag, pennant; propeller, oscillating, rotating, pulsating light; or other contrivance except a sign used to attract attention for the purpose of promoting (either directly or indirectly), the sale of products of any person.

Specific Plan - Riverglen Specific Plan as amended from time to time.

.filQIY - The portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above.

Street Opening - A curb break, or a means, place, or way provided for the purpose of gaining vehicular access between a street and abutting property.

Structure - Anything constructed or erected requiring a fixed location on the ground or attached to something having a fixed location on the ground except business signs and other improvements of a minor character.

8.15 Definitions (V)

Vehicular Accessway - A private, non-exclusive vehicular easement affording access to abutting properties.

8.16 Definitions (Y)

Yards - An open space, unoccupied and unobstructed from the ground upward.

Yard, Front - An area extending across the full width of the lot and lying between the front lot line and a line parallel thereto, and having a distance between them equal to the required front yard depth as prescribed in each zone. Front yard shall be measured by a line at right angles to the front lot line, or by the radial line in the case of a curved front lot line.

When term is applied to "Frontyard Landscape" it shall include frontyard per preceding definition, the parkway (between front property line and curb), the sideyard in front of fence laterals, and comer lot street sideyard (including parkway).

Yard, Rear - A yard extending across the full width of the lot between the rear lot line and the nearest line or point of the main building, excluding projections such as fireplaces, greenhouse windows and other elements as identified in the Specific Plan.

Yard, Side - A space extending from the front yard to the rear yard, or rear lot line, between a side lot line and the side yard setback line.

ATTACHMENT 3

Survey of California Cities Approach to Regulation of Data Centers

Survey of California Cities Approach to Regulation of Data Centers

City	Data Center Policy	Rules & Key Requirements	Zones Allowed
Monterey Park	Prohibited	Outright prohibited Data Centers; Any future repeal or removal of the prohibition would require voter approval.	Not Permitted
Santa Clara	Permitted – CUP	Specific rules for architecture and noise-reducing walls.	Light Industrial, General Industrial, Industrial Park
San Jose	Permitted – CUP	Treated as an industrial/commercial use and reviewed for operational impacts.	Industrial Park, Commercial
El Segundo	Permitted – CUP	Regulated by underlying zone. When adjacent to residentially zoned properties, height reduced to 40 feet, setback increased to 100 feet.	Light Industrial, General Industrial, Commercial
Vernon	Permitted – CUP	Regulated by underlying zone, requires 6-foot-high solid walls and hazardous material separation of 500 feet from schools, and a 5-foot landscape setback.	General Industrial

ATTACHMENT 4

Planning Commission Staff Report without Exhibits– Dated September 16, 2026

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: September 16, 2026

SUBJECT: Specific Plan Amendment 26-00002 and Zoning Code Text Amendment 26-00002 – A proposal to amend the Title 19 (Zoning Code) of the Perris Municipal Code, and the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit data centers Citywide. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution 26-17, recommending that the City Council find Zoning Code Text Amendment 26-00002 is not subject to the California Environmental Quality Act (CEQA) and alternatively that it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that there is no possibility the proposed amendment will have a significant effect on the environment, and Section 15308 as an action taken by the City as a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment, and approve Zoning Code Text Amendment 26-00002 to amend the Perris Municipal Code to prohibit data centers citywide, and making findings related thereto.

Adopt Resolution 26-18, recommending that the City Council find Specific Plan Amendment 26-00002 is not subject to the California Environmental Quality Act (CEQA) and alternatively that it is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption), as it can be seen with certainty that there is no possibility the proposed amendment will have a significant effect on the environment, and Section 15308 as an action taken by the City as a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment, and approve Specific Plan Amendment 26-00002 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit data centers citywide, and making findings related thereto.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

On June 9, 2026, the City Council, by unanimous 5-0 vote, directed staff to initiate a code amendment to consider prohibiting Data Centers citywide, after hearing 27 public testimonies in support of the prohibition, and staff's presentation on how other jurisdictions in California have regulated such uses, their operational characteristics and impacts to infrastructure related to electricity demand, water consumption, and noise; plus potentially as a revenue source through property tax and living wage jobs as summarized below:

1. Survey of California Cities' Approach to Regulation of Data Center

Data centers generally consist of large, industrial-looking buildings that house servers, networking equipment, and other digital infrastructure supporting cloud computing, artificial intelligence, online services, and data storage. They are generally defined as:

"A facility that houses and operates computer systems, servers, and related equipment for the storage, processing, and transmission of data, typically for commercial, industrial, or governmental purposes".

Jurisdictions with regulations for data centers in California have either outright banned them city-wide or only allowed them primarily in industrial zones or planned development areas, subject to a Conditional Use Permit application. Below are different approaches to regulating Data Centers:

- **Monterey Park (Ban City Wide)**: In April of 2026, the City of Monterey Park became the first City in California to adopt ordinances to prohibit Data Centers. The City subsequently placed the prohibition on the June 2, 2026 ballot as Measure NDC. Monterey Park voters approved Measure NDC, permanently prohibiting Data Centers citywide.
- **Santa Clara (Subject to CUP)**: In 2025, the City of Santa Clara updated its Zoning Code to formally define and regulate Data Centers. Data centers are permitted in industrial and office zoning districts, subject to a Conditional Use Permit and CEQA review.
- **San Jose (Subject to CUP)**: The City of San Jose does not have development standards to regulate Data Centers. Data centers are permitted in Light Industrial and Commercial Zones and Planned Development Districts, subject to a Conditional Use Permit and CEQA review.
- **El Segundo (Subject to CUP)**: The City of El Segundo allows Data Centers within its industrial zoning districts, subject to a Conditional Use Permit and CEQA environmental review. Where a project abuts residentially zoned property, additional compatibility measures may apply, including reduced height limits of 40 feet, increased setbacks of up to 100 feet, and a minimum 25-foot landscape buffer.
- **Vernon (Subject to CUP)**: The City of Vernon, which is mostly industrial, classifies Data Centers as a heavy industrial or utility-intensive industrial use, permitted in the City's industrial zoning districts, subject to a Conditional Use Permit, and CEQA environmental review and separation distance of at least 500 feet from K–12 school property lines.

However, it should be noted that there are currently no large-scale Data Centers in Riverside County. Large-scale Data Centers are predominantly concentrated in Silicon Valley and the East Coast, with additional facilities located in Los Angeles County.

2. ***Electricity Demand***

Data Centers can impose unusually large, continuous electricity loads associated with operating and cooling computing equipment. A large-scale Data Center, generally between 500,000 and 1,500,000 square feet, may consume approximately 20 to 100 megawatts (MW), compared with approximately 2 to 10 MW for a warehouse of similar size. For perspective, 1 megawatt can provide electricity for approximately 750 to 1,000 homes. Although an electric utility may be able to serve to an individual facility after early coordination and potentially substantial grid upgrades, the technical ability to extend service does not eliminate the broader land-use concern. Committing limited system capacity to a use with exceptionally high, continuous demand may require major infrastructure, increase dependence on new generation and transmission capacity, constrain (and increase cost) of service available for planned housing, businesses, and public facilities, and create cumulative impacts not confined to the project site.

Electricity demand is of particular interest for Perris, as the City is next to March Air Reserve Base. Any rolling blackout would hit Perris and surrounding communities first, as the most critical priority is preserving electricity needs for the March Air Reserve Base, which supports US military operations by providing airlift refueling, deployment, training and logistics capabilities. This could in turn create safety risks in the City including loss of air conditioning in the City's hot climate and loss of emergency communication and response capabilities.

3. ***Water Consumption***

Data Centers can require substantial quantities of water for cooling, ranging from approximately 200,000 to several million gallons per day, compared with approximately 5,000 to 50,000 gallons per day for a warehouse of similar size and approximately 150 to 300 gallons per day for a typical household. A water provider's ability to identify a potential service connection, recycled-water option, or project-specific improvement does not establish that the use is compatible with the City's long-term land-use objectives. Data Center demand may compete with planned residential, commercial, industrial, and public uses; require costly extensions or upgrades; and reduce operational flexibility during drought, emergency, or supply-constrained conditions. These concerns remain even where recycled water could be extended, because supply, conveyance, storage, and reliability constraints are systemwide and cumulative. This demand would be even greater for a facility located in the City of Perris given the areas hot climate.

4. ***Noise***

Data Centers operate continuously and rely on cooling equipment, air-handling systems, electrical equipment, and periodic testing or operation of backup generators. These sources can create persistent low-frequency noise that differs from the intermittent truck and loading activity associated with many warehouse uses. Even when modeled sound levels comply with a numerical standard at a property line, continuous operation and the combined effect of multiple mechanical sources may affect nearby residents and other sensitive receptors. Site

design and conditions of approval may reduce, but cannot necessarily eliminate, these operational characteristics over the life of a facility as equipment is replaced, expanded, or operated under peak conditions.

5. ***Revenue Source***

Data Centers do not generate point-of-sale activity in the same manner as commercial or e-commerce operations that may sometimes occur within a large-scale warehouse or distribution facility. However, large-scale Data Centers may generate substantial property tax revenue that can be six times higher than that of an equivalent-sized warehouse building due to the assessed value of the property, which can include investment in servers, electrical systems, network equipment, cooling systems, and other specialized infrastructure.

For comparison, an 800,000-square-foot warehouse building in Perris was assessed at $187 million. Assuming a property tax rate of approximately one percent and roughly 10% of the 1% base property tax going to the City, the property would generate approximately $187,000 in annual base property tax revenue to the City. If a Data Center of the same size were hypothetically assessed at six times the value of the warehouse, or approximately $1,122,000,000, the property tax portion payable to the City could be approximately $1,122,000 *(e.g., 10% of the approximately 1% property valuation at $1,122 billion)*.

6. ***Living Wage Salary Jobs***

Data centers generally employ fewer workers than similar-sized warehouse or distribution facilities. A large Data Center may employ 50 to100 workers, while a similarly sized warehouse or distribution facility may employ hundreds or, in some cases, thousands of workers. Additionally, many Data Center positions require specialized technical expertise and offer high salaries, which means companies may recruit from established technology markets and may limit local employment opportunities.

In summary, while Data Centers may provide property investment, property tax revenue and living-wage employment, those benefits do not outweigh the City's responsibility to maintain adequate and reliable services, which would be jeopardized due to infrastructure capacity strains related to electricity and water demand of data centers, and the need for a balanced mix of land uses contemplated by the General Plan and applicable Specific Plans.

RELATIONSHIP TO THE GENERAL WELFARE AND BASIS FOR CITYWIDE PROHIBITION

The proposed amendments would establish a citywide prohibition on Data Centers to protect the public health, safety, and general welfare and support the City's long-term planning objectives. Data Centers are characterized by high and continuous electricity and water demand, continuous mechanical and generator operations, potential requirements for substantial off-site infrastructure, and relatively low employment intensity. These characteristics can place sustained demands on limited utility and public resources and create impacts beyond the project site, including significant environmental impacts associated with the excessive water and electricity usage and noise generation. The proposed amendments provide a means of addressing these anticipated conditions and avoiding these environmental impacts through prospective land-use planning rather than relying solely on site-specific review.

A Conditional Use Permit (CUP) requirement would allow the City to evaluate individual proposals, but imposing project-specific conditions cannot eliminate the underlying utility demands of Data Centers, ensure that capacity remains available for other planned community needs, or address the cumulative effects of multiple facilities. Similarly, limiting Data Centers to industrial zones or areas away from sensitive receptors could reduce localized compatibility concerns but would not address systemic demands for electricity, water, infrastructure, or emergency reliability. Allowing smaller Data Centers would not necessarily avoid these concerns, because electricity and water use can vary depending on facility design, cooling systems, equipment, and potential for future expansion.

Based on these considerations, a citywide prohibition provides a consistent and predictable approach to addressing the identified concerns before substantial private investment or infrastructure commitments occur. While Data Centers may provide property investment, tax revenue, and specialized employment, those benefits must be balanced against the City's responsibility to maintain adequate and reliable services and preserve land and infrastructure capacity for the balanced mix of uses contemplated by the General Plan and applicable Specific Plans.

The proposed Zoning Code Text Amendment is consistent with the General Plan, and advances numerous goals, policies, and implementation measures set forth therein, including Goal IV of the Land Use Element, Goal 3.1 of the Environmental Justice Element and Goal V of the Noise Element, by achieving consistency among all planning documents, ensuring that the amendment reduces negative impacts associated with certain land uses and ensuring that future non-residential uses are compatible with noise sensitive land uses. The proposed Zoning Code Text Amendment also advances Goal II of the Land Use Element, which is "New development consistent with infrastructure capacity and municipal service capabilities." Allowing development of Data Centers as a matter of policy would be inconsistent with infrastructure capacity and municipal service capabilities, and therefore would be incompatible with Land Use Element Goal II. The proposed prohibition therefore protects against development inconsistent with the General Plan and preserves and advances the City's land use objectives.

PROPOSED AMENDMENT

The proposed Zone Text Amendment would amend Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), and 19.44 (Industrial Zones) of the Zoning Code (Title 19 of the Perris Municipal Code). The proposed Specific Plan Amendment would amend the following Specific Plans: Perris Valley Commerce Center (PVCCSP), Downtown Perris (DPSP), Green Valley (GVSP), Harvest Landing (HLSP), New Perris (NPSP), and Riverglen (RSP). Collectively, these two actions would prohibit Data Centers citywide.

The proposed amendments would establish a consistent citywide prohibition on Data Centers across the Zoning Code and applicable Specific Plans. The amendments are intended to ensure that Data Centers are not permitted in individual zoning districts or Specific Plan areas based on differences in land use designation, location, or development standards. The proposed changes are summarized below.

- ***Zoning Code***

The proposed Zoning Code Text Amendment would amend the applicable land use regulations to prohibit Data Centers in the Commercial Neighborhood (CN), Commercial Community (CC), Business Park (BP), Light Industrial (LI), and General Industrial (GI) Zones.

Chapter 19.08 (Section 19.08.010) would be amended to establish a definition for Data Centers as follows:

> ***Data Center:*** *Any facility used primarily for housing a large-scale computer network, data storage servers, and ancillary equipment, typically characterized by high electricity consumption, continuous mechanical cooling requirements, and minimal on-site employment relative to building size. This definition excludes traditional telephone switching facilities, telecommunication antennas, and standard server rooms that are accessory to a permitted principal office use.*

Chapters 19.36 (CN Zone) and 19.38 (CC Zone) would be amended to include Data Centers as a prohibited use in the "Prohibited Uses" provisions. Chapter 19.44 (Industrial Zones) would be amended to add Data Centers to the Allowed Land Uses in Industrial Zone Districts table and designate the use as "PRO" (Prohibited) in the BP, LI, and GI Zones, as shown in red below.

Allowed Land Uses in Industrial Zones				
Land Use	**BP**	**LI**	**GI**	**See Section**
Data Centers	PRO	PRO	PRO	Chapter 19.08

Note: PRO: Prohibited uses that are not allowed.

- ***Perris Valley Commerce Center Specific Plan (PVCCSP)***

The proposed amendment to the PVCCSP would prohibit Data Centers within the Specific Plan area. Table 2.0-2 (Land Uses) would be amended to add Data Centers as a prohibited use in the LI, GI, BPO, C, R, MFR, and P land use designations, as shown in red below:

Land Use	LI	GI	BPO(1)	C(1)	R(1)	MFR(1)	P	See Section
Data Centers	PRO	PRO	PRO	PRO	PRO	PRO	PRO	Chapter 19.08.010

Note: PRO: Prohibited uses that are not allowed.

- ***Downtown Perris Specific Plan (DPSP)***

The proposed amendment to the DPSP would prohibit Data Centers within the Specific Plan area. Section 5.7 (Definitions) would be amended to include the following provision:

> ***Data Centers****: Data Centers, as defined by PMC Section 19.08.010, are prohibited within the Downtown Perris Specific Plan.*

- ***Green Valley Specific Plan (GVSP)***

The proposed amendment to the GVSP would prohibit Data Centers within the Specific Plan area. Chapters 3.5 (Section 3.5.2), 3.6 (Section 3.6.2), and 3.7 (Section 3.7.2) would

be amended to prohibit Data Centers, and Chapter 3.10 (Definitions) would be amended to include the following provision:

> ***Data Centers:*** *Data Centers, as defined by PMC Section 19.08.010, are prohibited in the Green Valley Specific Plan.*

- ***Harvest Landing Specific Plan (HLSP)***

  The proposed amendment to the HLSP would prohibit Data Centers within the Specific Plan area.

  Chapter 2.10 (Definitions) would be amended to establish a definition for Data Centers as follows:

  > ***Data Centers****: Data Centers, as defined by PMC Section 19.08.010, are prohibited within the Harvest Landing Specific Plan.*

  Table 2.0-2 (Allowed Land Uses) would be amended to add Data Centers as a prohibited use in the MBU, C, LDR, and MDR/HDR land use designations, as shown in red below:

Business Park and Manufacturing Uses	MBU*	C	LDR	MDR/HDR
Data Centers	PRO	PRO	PRO	PRO

Note: PRO: Prohibited uses that are not allowed.

- ***New Perris Specific Plan (NPSP)***

  The proposed amendment to the NPSP would prohibit Data Centers within the Specific Plan area. Chapters 4.1, 4.2, 4.3, 4.4, 4.6, and 4.8 would be amended by revising Subsection B of each corresponding chapter to state the following provision:

  > ***Other Uses.*** *Other uses as deemed appropriate by the Director of Planning and Community Development. Data Centers, as defined by the PMC Section 19.08.010, are prohibited within the New Perris Specific Plan.*

- ***Riverglen Specific Plan (RSP)***

  The proposed amendment to the RSP would prohibit Data Centers within the Specific Plan area. Section 8 (Definitions) would be amended to include the following provision:

  > ***Data Centers:*** *Data centers as defined by PMC Section 19.08.010 are prohibited in the Riverglen Specific Plan.*

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. 26-17 and 26-18 recommending that the City Council find that Zoning Code Text Amendment 26-00002 and Specific Plan Amendment 26-00002 are not subject to CEQA or

alternatively, are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the Common Sense Exemption, because it can be seen with certainty that there is no possibility that the proposed amendments may have a significant effect on the environment, and CEQA Guidelines Section 15308, as an action taken by the City as a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment; and approve Zoning Code Text Amendment 26-00002 to amend the Zoning Code, and Specific Plan Amendment 26-00002 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to prohibit Data Centers throughout the City, and making findings related thereto.

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 26-17 recommending approval of the Zoning Code Text Amendment
B. Resolution 26-18 recommending approval of the Specific Plan Amendment amending the PVCCSP, DPSP, GVSP, HVSP, NPSP, and RSP
C. City Council Staff Report without Exhibits- Dated June 9, 2026
D. Notice of Public Hearing

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

ATTACHMENT 5

City Council Staff Report without Exhibits –
Dated June 9, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: June 9, 2026

SUBJECT: Discussion to consider prohibiting data centers

REQUESTED ACTION: The City Council is requested to consider, discuss, and provide direction on the prohibition of data centers.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On January 13, 2026, Councilmember Rabb directed staff to research the impacts of data centers, to potentially prohibit these types of uses, if the Perris Municipal Code (PMC) does not already address this in our land use code. In reviewing both the PMC and Perris Valley Commerce Center Specific Plan (PVCC Specific Plan), there is currently no land use restriction or definition for a "data center," as this is a relatively new, emerging land use. Jurisdictions with regulations for data centers in California have only allowed them primarily in industrial zones or planned development areas, subject to a Conditional Use Permit application, and generally defined them as:

> *"A facility that houses and operates computer systems, servers, and related equipment for the storage, processing, and transmission of data, typically for commercial, industrial, or governmental purposes".*

Additionally, data centers can generally be classified as either large-scale or regional facilities. A large-scale data center would typically be 250,000 square feet to over 1 million square feet within a campus setting that supports cloud computing, artificial intelligence, and streaming services for some of the world's largest companies. A regional data center is a smaller building/facility that supports backup data services for local businesses.

Riverside County has no large-scale *(e.g., hyperscale)* data centers; instead, the facilities in Riverside County are generally less than 40,000 square feet to support backup data services. The large-scale data centers are predominantly in Silicon Valley and on the East Coast, with some facilities in Los Angeles County. This report provides an overview of data center operations, summarizes how other jurisdictions regulate these facilities, and outlines a range of regulatory approaches for the Council to direct staff on how to proceed.

ANALYSIS:

Overview of Data Centers' Aesthetic and Operational Characteristics

Data centers are generally large, industrial-looking facilities that house servers, networking equipment, and digital infrastructure supporting cloud computing, artificial intelligence, online services, and data storage. Although many larger square-footage data center buildings resemble warehouses, their aesthetics and operational characteristics differ from those of a typical warehouse.

Data centers do not need truck doors or parking for semi-trucks to transport merchandise, as they house data processing and computing equipment. As for operational characteristics, they often require only a limited number of employees, consisting of server technicians, network engineers, facility managers, and others, to troubleshoot equipment failures and ensure all equipment is functioning optimally.

Additionally, data centers are distinct from those of a typical warehouse in the following ways:

- **Electricity Demand.** They have a high demand for electricity as a large-scale data center, generally between 500,000 and 1,500,000 square feet, can consume between 20 and 100 megawatts (MW) of electricity to cool the facility and run the computer system. While a typical warehouse with the same square footage generates between 2 and 10 megawatts. For perspective, 1 megawatt can roughly power between 750 and 1,000 homes. Although there is high demand for electricity for a data center, Southern California Edison (SCE) indicated that power could be provided, subject to an early partnership with them to ensure that the electrical grid is upgraded to accommodate this use.

- **Water Consumption.** They have high water consumption demands associated with the cooling facility, which can consume anywhere between 200,000 and a few million gallons a day. While a typical warehouse with the same square footage needs between 5,000 and 50,000 gallons of water per day. For perspective, a typical house uses 150 to 300 gallons of water a day. Although there is high demand for water, Eastern Municipal Water District (EMWD) indicated that water for cooling a data center could potentially be provided, subject to early consultation, and that a recycled water system is available and would be constructed.

- **Noise Activity.** Although a fully operational data center is usually much quieter than a warehouse, the operation can generate a constant mechanical hum as the air conditioning unit creates a steady white noise 24 hours a day, while a warehouse will create intermittent noise associated with truck trips, truck engines, and forklifts.

- **Revenue Source.** Data centers do not create a point-of-sale business, such as an e-commerce business, which sometimes occurs within a large-scale warehouse building. However, large-scale data centers generate property tax revenues that can be six times higher than those of an equivalent-sized warehouse building due to assessed values based

on the additional cost of server infrastructure (e.g., electrical systems, network equipment, cooling systems*, etc.)*.

With property tax assessed at approximately 1% of the property's total assessed value, and roughly 10% of that 1% base property tax going to the City, this could create an additional revenue source for the City. As an example, last year, an 800,000-square-foot warehouse building in Perris was assessed at $187 million, resulting in a distribution of $187,000 *(10% of the approximately 1% of the property evaluation at $187,000,000)* to the City. If that same warehouse building were a data center building, the property evaluation could hypothetically be valued at $1,122,000,000 billion, or 6 times higher than an equivalent-sized warehouse building evaluation. Therefore, the property tax portion payable to the City could hypothetically be up to $1,122,000 *(e.g., 10% of the approximately 1% property evaluation at $1,122,000 billion)*.

- **Living Wage Salary Jobs.** Data centers can bring high-paying jobs in fields such as systems engineering, cybersecurity, and facility operations, often with salaries above the local average. However, compared to warehouses or distribution centers, they create fewer jobs. Modern data centers are highly automated and may require only 50–100 employees to operate a large facility, while similarly sized warehouses can employ hundreds or thousands of workers. In addition, many positions require specialized technical expertise, which means companies often recruit from established tech markets, reducing local hiring opportunities.

Survey of California Cities Approaches

As demand for data centers continues to grow, one city has outright banned data centers under its land-use codes, and other cities have adopted zoning regulations and operational standards to address concerns about infrastructure demand, water and energy consumption, noise, and land-use compatibility. Examples include:

- **Monterey Park**: In April of 2026, the City of Monterey Park became the first City in California to adopt ordinances to outright prohibit data centers. Additionally, the prohibition was placed on the June 2026 ballot, so if the ballot measure is approved, it would ensure the ban could only be overturned by another ballot measure.

- **Santa Clara**: In 2025, the City of Santa Clara updated its Zoning Code to formally regulate and define data centers. Data centers are permitted in industrial and office zoning districts, subject to a Conditional Use Permit. Applicable development standards include façade articulation requirements and structural noise mitigation measures for cooling equipment and other mechanical systems, such as noise-reducing screening, including perimeter walls.

- **San Jose**: The City of San Jose has no standards specific to data centers. Data centers are permitted in Light Industrial and Commercial Zones and Planned Development Districts. They are treated as industrial/commercial uses and are reviewed on a case-by-case basis through Planned Development Rezoning, Conditional Use Permit, CEQA environmental

review, project-specific conditions of approval, and the standards of the underlying zoning district. Projects must address operational impacts, including noise from cooling equipment, HVAC systems, backup generators, and electrical substations.

- **El Segundo**: The City of El Segundo allows data centers within its industrial zoning districts. El Segundo does not have development standards specific to data centers; instead, they are regulated by the underlying industrial zoning regulations and the project-specific conditions of approval. Data center projects are subject to Conditional Use Permit and CEQA environmental review. Where a project abuts residentially zoned property, height limits may be reduced to 40 feet, setbacks may be increased to 100 feet, and a minimum 25-foot landscaped buffer may be required to ensure compatibility with adjacent uses. Additionally, projects must address operational impacts, including noise from cooling equipment, HVAC systems, backup generators, and electrical substations.

- **Vernon**: The City of Vernon is mostly industrial, and data centers are classified as a heavy industrial or utility-intensive industrial use, permitted in the City's industrial zoning districts. Vernon does not have development standards specific to data centers; instead, they are regulated by the underlying industrial zoning regulations and project-specific conditions of approval. Data center projects are subject to Site Plan Review, Conditional Use Permit, and CEQA environmental review. Vernon relies on performance standards to mitigate operational and compatibility impacts related to noise, visual screening, and hazardous materials. These standards include requirements for 6-foot-high solid masonry walls, a minimum 5-foot landscaped setback, and a hazardous-material separation distance of at least 500 feet from K–12 school property lines.

City of Perris Regulatory Framework

Under the current Perris Municipal Code (PMC) and the Perris Valley Commerce Center Specific Plan (PVCCSP), data centers are not specifically identified as a permitted or conditionally permitted land use. Generally, uses not expressly listed within a zoning district are prohibited. However, PMC Section 19.44.020 authorizes the Director of Development Services to evaluate unlisted uses and determine whether they are substantially similar to existing permitted or conditionally permitted uses within the applicable zone.

Currently, there are no large-scale or colocation data centers operating within the City of Perris. Based on the approach of other cities, the City Council may consider that staff move forward with the following options:

1. **Prohibit Data Centers Citywide**
2. **Allow data centers with a Conditional Use Permit in Industrial Zones (LI and GI Zones).** A Conditional Use Permit is discretionary, on a case-by-case basis, as the size and location will vary based on the type of data center proposed and infrastructure availability nearby to accommodate a data center facility. A water and energy usage projections plan would be required to ensure infrastructure capacity.

3. **Allow them by right in the LI and GI Zones, subject to standard zoning regulations for warehouses.** The recent regulations update for warehouses to data centers, including limiting the size of the building based on proximity to sensitive receptors, would apply.
4. **Combine Options 2 and 3:** Require a Conditional Use Permit and apply warehousing regulations in the LI and GI Zones.

If the direction is to move forward with prohibiting or regulating a data center under Options 2, 3 or 4, the Zoning Code and Specific Plans will be required to be updated. This will include a 90-day of tribal consultation required for Specific Plan Amendment updates, and then scheduling the item before the Planning Commission for a recommendation to the City Council for final approval. This process could take up to six months before the code update could be presented for Council consideration.

RECOMMENDATION:

Based on the information presented, the City Council is requested to consider, discuss, and provide direction on the potential prohibition of data centers.

BUDGET (or FISCAL) IMPACT: Staff time for the preparation of the staff report is covered by the 2025-2026 Development Services Department budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

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

~~Attachment:~~

~~1. Examples of Existing Data Centers Architecture, and Cloud Computing Equipment.~~

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

ATTACHMENT 6

Public Comment Letters

From: poem becerra <poembecerra@gmail.com>
Sent: Saturday, September 12, 2026 8:53 PM
To: dsplanning <dsplanning@cityofperris.org>
Subject: NO DATA CENTER

Please do not allow data centers in Perris!!
There is so many downsides to data centers and especially to the environment, Perris is home to a plethora of animals and also humans.
Nobody wants our community destroyed for greedy data centers. Please vote correctly

From: Jazmine Rodriguez <jazrodriguez23@yahoo.com>
Sent: Sunday, September 13, 2026 9:53 AM
To: Rafael Garcia <rgarcia@CityofPerris.org>; City Clerk <CityClerk@cityofperris.org>
Subject: Support for a Complete Ban on Data Centers in Perris

Dear City Council Members,
I am writing to express my strong support for a **complete ban on data centers in the City of Perris**.
As a resident and member of the surrounding community, I believe data centers are not an appropriate type of development for Perris. These facilities can place significant demands on our community's water and electricity resources while also bringing concerns regarding noise, environmental impacts, infrastructure, traffic, and the long-term quality of life for residents.
Perris is already experiencing significant growth, and I believe our city should prioritize development that directly benefits the people who live here and is compatible with our community.
I respectfully urge the City Council to take a firm position against data centers and support a **complete prohibition of data center development within Perris**. I also ask that the concerns and voices of local residents be given serious consideration before any data center projects are approved.
I strongly support protecting Perris from this type of development and hope our elected officials will stand with the community.
Thank you for your time and consideration.
Sincerely,
Jazmine Rodriguez

From: Shirley <shella2550@yahoo.com>
Sent: Monday, September 14, 2026 10:15 AM
To: City Clerk <CityClerk@cityofperris.org>
Subject: Public hearings and data centers

Hello my name is Shirley Carpenter and I live in the city of Perris and my family and I are interested in staying informed regarding all public hearings. Especially those that are related to data centers and new builds. How can we be kept informed of all upcoming hearings as my family and I are all very concerned on the decisions the city is making. Thank you so much and I look forward to hearing from you. Here is my number in case someone needs to reach out. (951)-260-8601.
Sent from my iPhone

Hello and good evening, Planning Commissioners, staff, and community. I am Isabella,I am attending Vaverde elementary, and I have lived in Perris for almost 12 years, and I urge a ban on data centers in my community because I would be living around them, which could affect my health and safety. These can also affect the community because of high energy and water use, and noise and light, which could affect my family and me more because we won´t get enough sleep to go to school or go to work. As well, Perris communities are already overwhelmed with warehouses and traffic. We need better decisions for our community, like helping the homeless rather than Perris building data centers.

Thank you for listening,

From: Ricardo Solis <solisricardo99@yahoo.com>
Sent: Wednesday, September 16, 2026 6:55 PM
To: City Clerk <CityClerk@cityofperris.org>; City Clerk <CityClerk@cityofperris.org>; Rafael Garcia <rgarcia@CityofPerris.org>
Subject: No Data Centers

No one in our city wants warehouse, let alone a data center. I know you're not a fan of doing what the people want, only whats best for your pockets, but you're decisions already ruined our air, and now you want to go and ruin our water? Our grid can't handle all the electricity, it's gonna raise our water and electrical bills. It will also lower property value because no one wants to live next to one. Noise pollution would be horrible, it's like you're living next to an airplane that next takes off. Do what the people want, public servants, We don't need tyrants.

Yahoo Mail: Search, Organize, Conquer

From: Laura Landeros <llanderos93@gmail.com>
Sent: Wednesday, September 16, 2026 6:04 PM
To: City Clerk <CityClerk@cityofperris.org>; Rafael Garcia <rgarcia@CityofPerris.org>
Subject: Perris Says NO to Data Centers

Hello, my name is Laura. I have been a resident of Perris for a few years now and appreciated how much it is growing and developing. However, I don't believe that data centers have a place in Perris. Data centers consume a massive amount of electricity and will put even more strain on an already unstable grid. Perris often has power outages during the summer and adverse weather conditions, data centers will only exacerbate that. These facilities also require exorbitant amounts of water for cooling, worsening the drought in our area. Data centers are not necessary in our city and should be banned.

From: Janet Bernabe <bernabejanet22@gmail.com>
Sent: Wednesday, September 16, 2026 6:00 PM
To: City Clerk <CityClerk@cityofperris.org>; Rafael Garcia <rgarcia@CityofPerris.org>
Subject: Public hearing item: 6A _Perris Planning Commission

Public hearing item: 6A

Good evening Planning Commissioners, staff and community, my name is Janet Bernabe, a 30 year resident and I am writing to urge the ban of data centers/amending any land zoning in the city of Perris and nearby communities. These centers will have negative impacts on our environment, public health, and local communities through high energy and water use, pollution, and noise and light disturbances. Our communities are already overwhelmed with the built environment (warehouses, traffic, pollution and so on. We need better decision making for a better Perris and it starts with making the right decision /vote that will benefit constituents/residents, like myself and family.

Thank you again, as I urge the Planning commission to urge the ban of data centers/amending any land zoning in the city of Perris and nearby communities.

Janet Bernabe

Cityclerk@cityofperris.org
Rgarcia@cityofperris.org

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Thank you,
Janet Bernabe

bernabejanet22@gmail.com/ 951.581.0781

“Every moment is an organizing opportunity, every person a potential activist, every minute a chance to change the world.” — Dolores Huerta

ATTACHMENT 7

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 item below:

CASES: Zoning Code Text Amendment 26-00002
Specific Plan Amendment 26-00002

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

LOCATION: Citywide

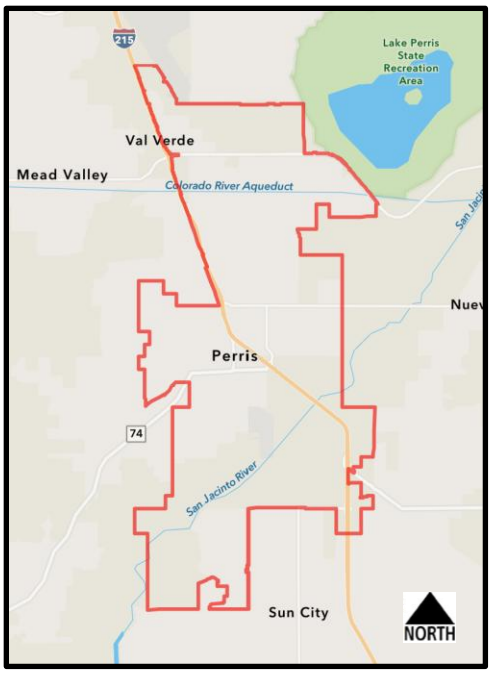
PROPOSAL: A city-initiated proposal to amend Title 19 (Zoning Code) of the Municipal Code and the Perris Valley Commerce Center, Downtown Perris, Harvest Landing, Green Valley, New Perris, and Riverglen Specific Plans to prohibit data centers citywide.

ENVIRONMENTAL DETERMINATION: The proposed project has been determined to be exempt from the California Environmental Quality Act (CEQA) Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA does not apply to activities that CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, and Section 15308 as an action taken by the City as a regulatory agency to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The proposed amendment consists of text changes to the City's Zoning Code for compliance with State law. These actions do not authorize or result in any specific development, entitlement, or physical change to the environment and therefore do not constitute a project under CEQA.

PUBLIC HEARING: The City Council is scheduled to consider this project on October 13, 2026, at 6:30 p.m. The Planning Commission considered the project on September 16, 2026, and recommended approval of the project to the City Council by a vote of 5 ayes, 0 noes.

All information is available for review at the Development Services Department, Planning Division, located at 135 North D Street, Perris. Any person affected or concerned by this application may submit written comments to the Office of the City Clerk before the City Council hearing by 5:00 p.m. At the public hearing, any person may appear and be heard in support of or in opposition to the project. At the hearing or during deliberations, the City Council 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 in writing delivered to the City Council prior to the public hearing.

In compliance with the Americans with Disabilities Act and Government Code Section 11135, the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can 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.



CITY COUNCIL
PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	October 13, 2026, at 6:30 p.m.
Project Planner:	Rafael Garcia, Principal Planner
Phone:	(951) 943-5003 ext. 413
Email:	RGarcia@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS

11.B

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Issue the 10-Day Report identifying the measures taken to alleviate the conditions that led to the prior 10-month and 15-day Industrial Moratorium extension on the approval, establishment, and expansion of industrial warehousing and distribution uses, and adopting an Interim Urgency Ordinance, by title, extending the Moratorium for an additional year until December 9, 2027.

REQUESTED ACTION: Issue the 10-Day Report identifying the measures taken to alleviate the conditions that led to the Initial 45-day Industrial Moratorium established through Ordinance No. 1466 adopted on December 9, 2025, and the subsequent 10-month 15-day extension established through Ordinance No. 1470 adopted on January 13, 2026; and
Adopt Interim Urgency Ordinance Number (next in order), extending a temporary moratorium on approval, establishment, and expansion of industrial warehousing and distribution uses for an additional one year and making findings related thereto.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City Council on January 13, 2026, unanimously voted 5-0 to adopt Urgency Ordinance No. 1470, to extend the initial 45-day industrial moratorium adopted on December 9, 2025, an additional ten (10) months and fifteen (15) days until December 9, 2026, pausing the approval, establishment, and expansion of all industrial warehouse and distribution uses in the City of Perris except for projects with vested rights, which include a Development Agreement, Vesting Map, or grading or building permit ready to start construction.

The proposed Ordinance now is to consider extending the industrial moratorium due to expire on December 9, 2026, for an additional one year until December 9, 2027, in order to allow the City additional time to study, address, and mitigate the conditions that led to the current and imminent threat to public, health, safety and welfare as provided in the Ordinance pursuant to California Government Code Section 65858.

The first step before considering extending the Moratorium, is for the Council to issue a 10-Day Report describing the measures taken to alleviate the conditions that led to the moratorium, as required by Government Code Section 65858(d), 10 days prior to expiration or any extension of the Industrial Moratorium (Attachment 1). A 10-day report must be issued regardless of whether the Council decides to extend the moratorium.

The next step is for the Council is to consider adopting the proposed ordinance extending the Industrial Moratorium for an additional year pursuant to Government Code Section 65858(a) until December 9, 2027, which requires a 4/5 vote. The proposed Interim Urgency Ordinance to extend the Moratorium is Attachment 2 to this Report. The proposed one-year extension would be the last extension allowed under Government Code Section 65858. If the Council does not approve this extension, the moratorium is scheduled to expire on December 9, 2026.

Projects Subject to the Industrial Moratorium

At the January 13, 2026, Council meeting, the decision was made that all industrial warehouse and distribution uses, regardless of square footage, would be subject to the moratorium, which is the same framework for this industrial moratorium. Therefore, the industrial moratorium would apply to all the projects summarized below and further detailed in Attachment 3.

- Approved Industrial Projects – In Plan Check and No Permits: A total of 9 projects totaling 1.9 million square feet.
- Approved Industrial Projects – No Plan Check and No Permits: A total of 4 projects totaling 1.2 million square feet.
- Projects in the Entitlement Process: A total of 13 projects totaling 9.6 million square feet.
- Newly Submitted Projects in the Entitlement Process: A total of 2 projects totaling 2 million square feet.

Automatic Tolling/Extension of Maps During Industrial Moratorium

Under the Subdivision Map Act, a Tentative Map is generally valid for 2 years with up to six (6) available one-year extensions, for a total of up to eight (8) years. However, under the Subdivision Map Act, the time period for effectiveness of tentative maps that were approved prior to imposition of the moratorium shall not include any period of time during which the moratorium is in effect. Once the moratorium is terminated, any such tentative map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. Therefore, the proposed ordinance makes clear that the effective period does not run (i.e., is tolled or paused) for the duration of the moratorium, including any extension.

However, for the Development Plan Review or Conditional Use Permit application that is generally associated with the approval of industrial warehousing and distribution development projects, there is no state statute that automatically tolls/extends the effective period of the Development Plan Review or Conditional Use Permit approval, nor does the existing moratorium or the proposed extension provide any such tolling. Therefore, this component of any approved industrial project application will need to

process an extension application for Director approval while the moratorium is in place if the effective period of the approval is scheduled to expire while the moratorium is in effect. A Development Plan Review or Conditional Use Permit approval is valid for an initial 36-month period, with a maximum of three one-year extensions (not exceeding a total of 36 months) allowed. Extensions are available during effectiveness of the existing moratorium and the proposed extension. Staff has confirmed that none of the approved Development Plan Reviews or Conditional Use Permits that are subject to the moratorium are scheduled to expire and run out of available extensions during or soon after the proposed moratorium extension period (Attachment 3).

10-Day Report

In accordance with the California Government Code Section 65858, at least 10 days prior to expiration or any extension of the Industrial Moratorium, the City Council is required to issue a written report describing the measures taken to alleviate the condition that led to the adoption of the Ordinance. The proposed 10-Day Report has been prepared and is included as Attachment 1. The report identifies the measures completed or initiated to date, as well as the additional measures Staff intends to undertake during the proposed 12-month extension of the Industrial Moratorium. These measures are summarized below.

Measures Completed or Initiated

1. On December 9, 2025, the City Council approved the first reading of Ordinance No. 1468 for the modification of the industrial development standards for warehouses and distribution centers to improve development standards further when in proximity to sensitive receptors. The City Council conducted the second reading and adopted the ordinance on January 13, 2026. The development code amendment became effective 30 days thereafter, on February 12, 2026.

2. On December 9, 2025, the City Council additionally approved the first reading of Ordinance No. 1467 for the requirement of a Conditional Use Permit for any warehouse or distribution center exceeding 50,000 square feet, with the City Council designated as the approval authority. The City Council conducted the second reading and adopted the ordinance on January 13, 2026. The development code amendment became effective 30 days thereafter, on February 12, 2026.

3. On November 19, 2025, the Planning Commission conducted an Environmental Scoping Meeting on the City's Circulation Element update to further address truck route compliance with Assembly Bill 98 and Senate Bill 415, so that industrial developments are situated in locations that minimize adverse impacts on residential communities. The Draft Environmental Impact Report (DEIR) was later finalized and circulated for public review; however, in response to comments received, the DEIR was updated and recirculated for public review on September 11, 2026. The City anticipates completing the Circulation Element update in early 2027.

4. Staff has initiated coordination with environmental and traffic consultants to quantify the impacts of the high volume and rate of development of warehousing and distribution uses in the City compared to

the relatively modest growth in commercial or multiple-family development. The purpose of these studies is to quantify the increase in truck traffic, the extensive damage to local streets, the adverse effects on air quality, noise, and aesthetics, and other detrimental impacts on public health, safety, and welfare in the City. The findings in these reports, when completed, will assist staff in determining whether further updates to the General Plan, Specific Plan, and/or zoning regulations related to industrial land use and development are warranted, including (without limitation) potentially changing roadway design standards for industrial development, establishing a fee for roadway maintenance, or broadening the land uses allowed in the Light Industrial and General Industrial zones so that there are more permitted uses that will be less impactful than warehousing and distribution uses on the surrounding areas.

Ongoing Measures Remaining to be Completed During the Proposed 12-Month Extension

5. During the proposed 12-month extension, in addition to completing the Circulation Element update, Staff will complete the environmental and traffic studies described above and evaluate the findings to determine whether additional land use, development, and circulation regulations are warranted, as discussed above. Staff's evaluation will also include review of the General Plan, applicable Specific Plans, and Zoning Code to identify potential amendments to address the location, intensity, and impacts of warehousing and distribution uses and promote the City's public health, safety, and welfare. Such proposals may include, without limitation:

- A comprehensive update to the City's General Plan Land Use Element, which was adopted in 2005, and potential amendments to the Zoning Map and Specific Plans to ensure that industrial developments are located in areas that minimize potential adverse impacts on residential areas and other sensitive receptors.

- Zoning Code and Specific Plans text amendments to expand the list of permitted land uses, excluding warehousing and distribution uses, within the City's industrial zones, in order to incentivize and facilitate development of such other land uses rather than development of warehousing and distribution uses.

In summary, the measures completed and initiated to date, together with the additional studies and regulatory evaluations anticipated to be completed and any resulting actions that may be taken during the proposed 12-month extension, are intended to further identify and address the conditions that led to the adoption of the Industrial Moratorium. Upon completion of these efforts, the findings will assist Staff in developing and recommending appropriate proposed, alternative, and/or additional regulations for consideration by the City Council. Such requirements could help ensure the City has the necessary Planning oversight and decision-making authority to require industrial warehouse and distribution projects to be compatible with the surrounding areas and avoid negative impacts of any future warehousing and development uses or expansions on public health, safety, and welfare, including for the sensitive receptors nearby and the surrounding areas. Completing the required analyses, as well as developing and implementing the appropriate changes, is anticipated to take at least several months from the date of this report.

Extension of Urgency Ordinance Legislative Findings

In adopting the initial 45-day Interim Urgency Ordinance and the subsequent 10 month-and-15-day extension, the City Council found that there is a current and immediate threat to public health, safety, and welfare posed by continued approval and proliferation of warehousing and distribution developments and uses in the City under its current regulations, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning ordinance regulations for such uses. By adopting the proposed Interim Urgency Ordinance extending the moratorium for one additional year, the City Council would be making similar findings with respect to the extension, as required by Government Code Section 65858 and detailed in the proposed ordinance.

There remains a current and immediate threat to public health, safety, and welfare posed by continued approval, establishment and expansion of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning regulations. The high volume and rate of development of warehousing and distribution uses in the City under current regulations have caused increased truck traffic, extensive damage to local streets, adverse effects to air quality, noise, and aesthetics, and other detrimental effects on public health, safety, and welfare in the City, as further detailed in the recitals of the proposed ordinance, and threatens to cause further and exacerbated effects of this nature if allowed to resume without sufficient regulation after the expiration of the current Industrial Moratorium without the proposed extension. More time is needed for the City to analyze, develop and act upon the contemplated general plan, specific plan, or zoning proposals outlined in the ordinance, including studies on the impact of trucking activity on City roadways. Therefore, without an extension of the moratorium, the continued/resumed approval and proliferation of these uses which would be required for the City to comply with its zoning ordinance would result in that current and immediate threat to the public health, safety, and welfare. The proposed ordinance is necessary as an urgency measure for the immediate preservation of the public peace, health, and safety against such threats.

COMMUNITY OUTREACH:

On October 2, 2026, Staff notified local resident groups, including Perris Neighbors in Action and the Inland Valley Alliance for Environmental Justice, by email regarding the proposed extension of the Industrial Moratorium. On October 2, 2026, Staff similarly contacted representatives of the industrial community to provide information regarding the proposed extension and solicit comments. As of the date of this report, Staff has not received any comments regarding the proposed extension.

A public hearing for the City Council's consideration of the moratorium extension was duly noticed in accordance with Government Code Section 65858(a).

RECOMMENDATION:

City staff request that Council: (1) issue the 10 Day Report identifying the measures taken to alleviate

the conditions that led to the adoption of the Industrial Moratorium established through Ordinance No. 1466 adopted on December 9, 2025 and Ordinance 1470 extending the Industrial Moratorium on January 13, 2026 (Attachment 1); and (2) adopt the Interim Urgency Ordinance Number extending the Industrial Moratorium for one additional year to December 9, 2027, on the approval, establishment, and expansion of warehouse and distribution facilities in the City of Perris, which will require a 4/5 vote (Attachment 2).

BUDGET (or FISCAL) IMPACT:

No impact to the General Fund, as costs for staff preparation of this item have been budgeted in the 2026-2027 Development Services Budget.

Prepared By: Rafael Garcia, Principal Planner

Attachments:
1. 10-Day Report including Ordinance 1466 (Initial 45-day Industrial Moratorium) and Ordinance 1470 (10-Month 15-Day Extension of Industrial Moratorium)
2. Interim Urgency Ordinance No. (Next in Order) (Proposed Extension of Industrial Moratorium)
3. Table of Entitlement Projects Subject to and Not Subject to Current Moratorium
4. City Council Report (Initial 45-Day Industrial Moratorium)- Dated December 9, 2025
5. City Council Report (Extension of Initial Industrial Moratorium)- Dated January 13, 2026
6. Notice of Public Hearing- Proposed Extension of Industrial Moratorium

ATTACHMENT 1

10-Day Report including Ordinance 1466 (Initial 45-day Industrial Moratorium) and Ordinance 1470 (10 Month 15 day Extension of Industrial Moratorium)

10-Day Report on Interim Urgency Ordinance No. 1470 (Industrial Warehousing and Distribution Moratorium)

Date: October 13, 2026

Background:

The City Council on January 13, 2026, unanimously voted 5-0 to adopt Urgency Ordinance No. 1470 ("Ordinance"), to extend the initial 45-day industrial moratorium adopted on December 9, 2026, an additional ten (10) months and fifteen (15) days until December 9, 2026, pausing the approval, establishment, and expansion of all industrial warehouse and distribution uses in the City of Perris except for projects with vested rights, which include a Development Agreement, Vesting Map, or grading or building permit ready to start construction. The moratorium was enacted pursuant to Section 65858 of the California Government Code, took effect immediately, and will expire on December 9, 2026, unless extended by the Council.

Overview:

Among other things, during the moratorium the City has commenced efforts to study and quantify the impacts of the high volume and rate of development of warehousing and distribution uses in the City, compared with the relatively modest growth in commercial or multi-family development in the past 20 years. More time is needed to complete these studies. The studies will quantify the increase in truck traffic, the extensive damage to local streets, the adverse effects on air quality, noise, and aesthetics, and other detrimental impacts on public health, safety, and welfare in the City. The findings in these reports, when completed, will assist staff in determining whether further updates to the General Plan, Specific Plan, and/or zoning regulations related to industrial land use and development are warranted, such as by changing roadway design standards for industrial development, establishing a fee for roadway maintenance, or broadening the land uses allowed in the Light Industrial and General Industrial zones so that there are more permitted uses that would be less impactful than warehousing and distribution uses on the surrounding areas. The potential updates will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality, in connection with any future warehousing and distribution uses.

Measures Taken Since the Extension of Industrial Moratorium:

Subdivision (d) of Section 65858 of the Government Code provides that "[t]en days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance." This report complies with the requirements of Government Code section 65858(d).

During the period the moratorium has been in place, the City has taken the following measures to alleviate the conditions that led to the adoption of the Ordinance:

1. On December 9, 2025, the City Council approved the first reading of Ordinance No. 1468 for the modification of the industrial development standards for warehouses and distribution centers to improve development standards further when in proximity to sensitive receptors. The City Council conducted the second reading and adopted the ordinance on January 13,

2026. The development code amendment became effective 30 days thereafter, on February 12, 2026.

2. On December 9, 2025, the City Council additionally approved the first reading of Ordinance No. 1467 for the requirement of a Conditional Use Permit for any warehouse or distribution center exceeding 50,000 square feet, with the City Council designated as the approval authority. The City Council conducted the second reading and adopted the ordinance on January 13, 2026. The development code amendment became effective 30 days thereafter, on February 12, 2026.

3. On November 19, 2025, the Planning Commission conducted an Environmental Scoping Meeting on the City's Circulation Element update to further address truck route compliance with Assembly Bill 98 and Senate Bill 415, so that industrial developments are situated in locations that minimize adverse impacts on residential communities. The Draft Environmental Impact Report (DEIR) was later finalized and circulated for public review; however, in response to comments received, the DEIR was updated and recirculated for public review on September 11, 2026. The City anticipates completing the Circulation Element update in early 2027.

4. Staff has initiated coordination with environmental and traffic consultants to quantify the impacts of the high volume and rate of development of warehousing and distribution uses in the City compared to the relatively modest growth in commercial or multiple-family development. The purpose of these studies is to quantify the increase in truck traffic, the extensive damage to local streets, the adverse effects on air quality, noise, and aesthetics, and other detrimental impacts on public health, safety, and welfare in the City. The findings in these reports, when completed, will assist staff in determining whether further updates to the General Plan, Specific Plan, and/or zoning regulations related to industrial land use and development are warranted, including (without limitation) potentially changing roadway design standards for industrial development, establishing a fee for roadway maintenance, or broadening the land uses allowed in the Light Industrial and General Industrial zones so that there are more permitted uses that will be less impactful than warehousing and distribution uses on the surrounding areas.

Ongoing Measures Remaining to be Completed During the Proposed 12-Month Extension

5. During the proposed 12-month extension, in addition to completing the Circulation Element update, Staff will complete the environmental and traffic studies described above and evaluate the findings to determine whether additional land use, development, and circulation regulations are warranted, as discussed above. Staff's evaluation will also include review of the General Plan, applicable Specific Plans, and Zoning Code to identify potential amendments to address the location, intensity, and impacts of warehousing and distribution uses and promote the City's public health, safety, and welfare.

Next Step

In summary, the measures completed and initiated to date, together with the additional studies and

regulatory evaluations anticipated to be completed and any resulting actions that may be taken during the proposed 12-month extension, are intended to further identify and address the conditions that led to the adoption of the Industrial Moratorium. Upon completion of these efforts, the findings will assist Staff in developing and recommending appropriate proposed, alternative, and/or additional regulations for consideration by the City Council. Such requirements could help ensure the City has the necessary Planning oversight and decision-making authority to require industrial warehouse and distribution projects to be compatible with the surrounding areas and avoid negative impacts of any future warehousing and development uses or expansions on public health, safety, and welfare, including for the sensitive receptors nearby and the surrounding areas.

Completing the required analyses, as well as developing and implementing the appropriate changes, is anticipated to take at least several months from the date of this report.

Attachment:

1.A. Interim Urgency Ordinance No. 1466 (adopting the 45-day Industrial Moratorium)

2.A. Interim Urgency Ordinance No. 1470 (adopting the 10 month 15 day extension of the Industrial Moratorium)

ATTACHMENT 1.A

Ordinance 1466 adopting 45-day Industrial Moratorium

URGENCY ORDINANCE NUMBER 1466

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ESTABLISHING A TEMPORARY 45-DAY MORATORIUM ON APPROVAL, ESTABLISHMENT AND EXPANSION OF WAREHOUSING AND DISTRIBUTION USES; AND MAKING FINDINGS RELATED THERETO.

WHEREAS, the City of Perris ("City") is a general law city within the State of California; and

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents; and

WHEREAS, Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety, and to prohibit any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, there are many pending applications for development projects for warehousing and distribution land uses in the City, and many more that have received approvals under the City's Subdivision Ordinance (Title 18 of the Perris Municipal Code) and/or Development Code (Title 19 of the Perris Municipal Code), but have not yet obtained grading or building permits; and

WHEREAS, "warehousing and distribution," as used and referred to in this Ordinance, shall have the meaning ascribed to it in Perris Municipal Code Section 19.08.010, which is as follows: "a building or premises in which goods, merchandise or equipment are stored for eventual distribution"; and

WHEREAS, the City is considering or studying, or intends to study within a reasonable time, several General Plan, specific plan and/or zoning proposals to adopt new or amended land use and zoning regulations and development standards that would be applicable to warehousing and distribution developments and uses, to ensure the protection of public peace, health, safety, and welfare, environmental quality, and environmental justice in connection therewith; and

WHEREAS, the development and operation of warehousing and distribution uses in the City, if allowed to continue without sufficient regulation, will increase the risk of negative public health and safety outcomes and other adverse impacts in the City, including the following:

- The exacerbation of pollution levels, including emissions of diesel particulate matter and nitrogen oxides (which are pollutants linked to respiratory diseases and other health problems), caused by the heavy trucking activity that is associated with warehousing and distribution uses, and therefore health impacts in already overburdened, vulnerable communities that have been identified by the California Office of Environmental Health and Hazard Assessment (OEHHA) as "disadvantaged" in its Cal Enviro Screen model;
- Trucks affect air quality, as their emissions are many times those of passenger vehicles, and

thus are also likely to have concomitant health effects. Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM2.5). Most PM2.5 derives from combustion, such as use of gasoline and diesel fuels by motor vehicles, burning of natural gas to generate electricity, and wood burning. DPM is most concentrated adjacent to freeways, truck routes, and roadways traveled by trucks. PM2.5 is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory hospitalizations, and premature death;

- Increased noise and vibration impacts on adjacent residential and commercial properties. Trucks also cause noise and vibration, which cause disturbances and potential damage to businesses and homes that are near truck route roads. The City needs to conduct the appropriate studies to identify these impacts and provide recommendations for mitigation measures. The City will review mitigation measures that may include, but are not limited to, sound walls and double pane window retrofits along truck routes. In addition, proper road maintenance helps reduce vibrations caused by heavy vehicles traveling on roads adjacent to sensitive uses. City will study on how to improve road conditions adjacent to residential uses;
- Increased public safety risks, including pollution and traffic collision risks, for drivers of passenger vehicles, pedestrians, and bicyclists, including school-age children traveling to and from public schools and residents traveling to and from adjacent public parks and facilities;
- Damage to roadways due to the weight of the vehicles associated with warehousing and distribution uses in stop-and-go traffic, causing distress on pavement, resulting in premature deterioration and degradation, leading to potholes and pavement failure;
- Truck traffic increases the maintenance costs on roads for the City. For example, a 1999 study for the City of Irwindale concluded that one loaded mining truck causes street damage equivalent to that caused by 10,000 automobiles. City of Irwindale Mining Reclamation Impact Study, prepared by Greystone, March 1999, Vol. I, p. iii @ 2.a., and Vol. II., pp. 25-29. A loaded mining truck weighs approximately 80,000 pounds, which is comparable to the average weight of loaded 18-wheeler trucks that commonly traverse the City to and from logistics facilities. This finding was also made as early as the late 1970s in the federal Comptroller General's Report to the Congress, Excessive Truck Weight: An Expensive Burden We Can No Longer Afford. The City intends to further research this issue and determine the impacts of specific to the type of truck traffic (e.g., drayage, intermodal, long haul) on the types of roads in the City;
- Damage to City streets and property/facilities from collisions (reported and unreported), such as streetlights, traffic signal equipment, signs, trees, curbs, medians, etc.;
- Traffic congestion and reduced levels of service on public streets and at public intersections;
- Increased public safety impacts from improperly over-loaded trucks; and
- Mental health impacts associated with the aesthetics of large warehouse buildings, particularly when in close proximity to residences. The close proximity of warehousing and distribution uses to schools and residential uses causes a decline in aesthetic standards and visual quality to those living in the residences and going to the schools; and

WHEREAS, the City has additional concerns regarding the compatibility of warehousing and distribution uses that are adjacent to sensitive receptors and residential zones, as warehousing and distribution uses oftentimes operate on a 24-hour basis and cause deteriorating air quality, health, noise, vibration, and other threats and disruptions to the peace and quiet that is necessary for the enjoyment of residential neighborhoods and efficacy of educational uses; and

WHEREAS, warehousing and distribution uses have a detrimental impact upon the City's

residents, which are not being addressed by the City's current ordinances and land use/zoning regulations; and

WHEREAS, there is a need to study and develop policy guidance and/or regulations to ensure there is a logical relationship between the placement of warehouses (including the areas zoned or approved for same) and the City's designated truck routes, to avoid the deleterious effects of routing trucks past sensitive uses; and

WHEREAS, the City intends to update the City's general plan, specific plan and Development Code regulations to further address the potential adverse effects of warehousing and distribution uses on public health, safety and welfare. Although the City has already commenced certain studies and proposals to this end, more time is needed to fully study existing and proposed regulations and the potential adverse impacts of warehousing and distribution developments and uses on the environment, traffic, aesthetics, and visual quality of properties within the City, make recommendations on the appropriate proposed, alternative and/or additional regulations, and ultimately to complete the measures necessary to alleviate the conditions which have led to the need for adoption of this Ordinance; and

WHEREAS, pursuant to Government Code Section 65858, the City Council desires, on an urgency basis, to temporarily prohibit approval, establishment and expansion of warehousing and distribution uses and the issuance of approvals, permits and entitlements for same, except as otherwise provided herein; and

WHEREAS, this Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858, and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council; and

WHEREAS, all legal prerequisites for the adoption of this Interim Urgency Ordinance have occurred.

NOW, THEREFORE, CITY COUNCIL OF THE CITY OF PERRIS DOES ORDAIN 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. With respect to compliance with the California Environmental Quality Act (CEQA), the City Council finds, based on the whole administrative record, that:

A. Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA "project", because: (i) the whole of the action 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, which are required parts of the definition of "project" under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making, which are excluded from the definition of "project" under CEQA Guidelines Section 15378(a). This action merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for a 45-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance, to ensure that no such uses are approved or commence which may be in conflict with such

contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses; and

B. In the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because it does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for a 45-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses.

C. Also, in the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15308, which exempts actions taken by regulatory agencies for the protection of the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for a 45-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced above, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses. No exception to this categorical exemption applies under CEQA Guidelines Section 15300.2.

Section 3. Urgency Findings. The City Council further finds as follows:

A. There is a current and immediate threat to public health, safety, and welfare posed by continued approval, establishment and expansion of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning regulations. The high volume and rate of development of warehousing and distribution uses in the City under current regulations has caused increased truck traffic, extensive damage to local streets, adverse effects to air quality, noise and aesthetics, and other detrimental effects on public health, safety and welfare in the City as further detailed in the recitals of this Ordinance, and threatens to cause further and exacerbated effects of this nature if allowed to continue without sufficient regulation. Absent this Ordinance and new or amended regulations

resulting from the General Plan, specific plan and/or zoning proposals being studied, the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public health, safety and welfare. The City Council also finds and declares that this Ordinance is necessary as an urgency measure for the immediate preservation of the public peace, health, and safety against such threats.

B. The City is considering and studying, or intends to study within a reasonable time, General Plan, specific plan and/or zoning proposals applicable to warehousing and distribution developments and uses in order to protect public health, safety and welfare from adverse impacts of same. Such proposals include the following, without limitation:

1. Comprehensive update to the City's General Plan Land Use Element, which was adopted in 2005, and potential associated Development Code or zoning map changes, to ensure that industrial developments are situated in locations that minimize adverse impacts on adjacent uses.

2. Development Code and specific plan text amendments to modify the industrial development standards for warehouses and distribution centers to improve development standards further when in proximity to sensitive receptors.

3. Development Code and specific plan text amendments to require a conditional use permit for any warehousing and distribution uses exceeding 50,000 square feet of total building floor area in the light industrial and general industrial zones (i.e., designating such uses as conditionally permitted, whereas they are currently designated as permitted), with the City Council to serve as the approval authority.

4. General Plan Circulation Element amendment to update the City's truck route plan in compliance with AB 98 and SB 415, along with potential Land Use Element and associated zoning changes as referenced above, so that industrial developments and their truck routes are situated in locations that minimize adverse impacts on residential areas and sensitive receptors.

C. The City needs additional time to study, develop, revise and complete the contemplated General Plan, specific plan and/or zoning proposals before they can be adopted and implemented. Such studies and information will help guide the City's preparation, consideration and action upon the contemplated General Plan, specific plan and/or zoning proposals, including by enabling the City to have a better understanding of how to best avoid negative effects of development and operation of additional warehousing and distribution uses on public health, safety and welfare.

D. This Ordinance is being adopted in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan, specific plan and/or zoning regulations related to development and operation of additional warehousing and distribution uses, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

E. The approval, establishment or expansion of additional warehousing and distribution uses during the effectiveness of this Ordinance may be in conflict with the contemplated General Plan, specific plan and/or zoning proposals described above, and as such there is a need to prohibit such uses and approvals temporarily to allow the City sufficient time to complete the necessary studies and take the necessary actions to protect the public health, safety and welfare as it relates to warehousing and distribution uses.

F. As a result of the current and immediate threat to the public health, safety and welfare, it is necessary to adopt a temporary, forty-five (45) day moratorium on approval, establishment and expansion of warehousing and distribution uses in the City, as detailed in Section 5 below. This Interim Urgency Ordinance is necessary to protect public health, safety, and welfare against the current and immediate threat to same as described above.

Section 4. Authority and Effect. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt an interim urgency ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended in accordance with Government Code Section 65858.

Section 5. Moratorium. During the effective period of this Ordinance, except as otherwise provided in Section 6 below, approval, establishment and expansion of warehousing and distribution uses is prohibited City-wide, and the City (including any City official, officer, employee, agent, department, commission, or legislative body) shall not issue or approve any subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use for approval, establishment or expansion of any warehousing or distribution use. "Expansion" as used in this Ordinance includes any modification to an approved warehousing and distribution use that would increase the square footage of the use or constitute a major modification within the meaning of Perris Municipal Code Section 19.54.030.

Section 6. Exemptions. This Ordinance does not apply to any of the following:

A. Warehousing and distribution development projects that have a statutory development agreement with the City, a vesting tentative subdivision map approved by the City, or a grading permit or building permit approved by the City, or the resulting warehousing and distribution uses consistent with those approvals.

B. Requests or approvals for extensions of time for effectiveness of existing entitlements, permits, or approvals.

C. Requests or approvals for extensions of time for effectiveness of pending building permit applications.

D. Continued operation of lawfully-established existing warehousing and

distribution uses, including minor modifications within the meaning of Perris Municipal Code Section 19.54.030 that do not increase the square footage of the use.

E. High-Cube Parcel Hubs, as described in Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition Land Use Code 156.

Section 7. Study and Development. During the effective period of this Ordinance, the City shall study, develop and consider any necessary General Plan, specific plan and/or zoning regulations related to warehousing and distribution developments and uses and the associated trucking activity, including (without limitation) studies on the impact to City roadway degradation associated with a high concentration of warehousing and distribution uses and studies, development or consideration of the other matters referenced in Section 3.B above, that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality, in connection with such developments and uses.

Section 8. Severability. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, 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, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 9. Effectiveness. This Interim Urgency Ordinance shall take effect immediately upon its adoption by at least a four-fifths affirmative vote pursuant to Government Code Section 65858. This Ordinance shall be of no further force and effect forty-five (45) days following the date of its adoption unless extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance or any extension, the City Council shall issue a written report as required by Government Code Section 65858(d).

Section 10. Publication. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard.

[signatures on the following page]

ADOPTED, SIGNED and ***APPROVED*** this 9th day of December, 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 Urgency Ordinance Number 1466 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 9th day of December, 2025, by the following called vote:

AYES: RABB, VALLEJO, NAVA, CORONA, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

City Clerk, Nancy Salazar

ATTACHMENT 2.A

Interim Urgency Ordinance No. 1470 (adopting the 10 month 15 day extension of the Industrial Moratorium)

URGENCY ORDINANCE NUMBER 1470

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON APPROVAL, ESTABLISHMENT AND EXPANSION OF WAREHOUSING AND DISTRIBUTION USES FOR AN ADDITIONAL 10 MONTHS AND 15 DAYS; AND MAKING FINDINGS RELATED THERETO.

WHEREAS, the City of Perris ("City") is a general law city within the State of California; and

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents; and

WHEREAS, Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety, and to prohibit any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, there are many pending applications for development projects for warehousing and distribution land uses in the City, and many more that have received approvals under the City's Subdivision Ordinance (Title 18 of the Perris Municipal Code) and/or Development Code (Title 19 of the Perris Municipal Code), but have not yet obtained grading or building permits; and

WHEREAS, "warehousing and distribution," as used and referred to in this Ordinance, shall have the meaning ascribed to it in Perris Municipal Code Section 19.08.010, which is as follows: "a building or premises in which goods, merchandise or equipment are stored for eventual distribution"; and

WHEREAS, the City is considering or studying, or intends to study within a reasonable time, several General Plan, specific plan and/or zoning proposals to adopt new or amended land use and zoning regulations and development standards that would be applicable to warehousing and distribution developments and uses, to ensure the protection of public peace, health, safety, and welfare, environmental quality, and environmental justice in connection therewith; and

WHEREAS, the development and operation of warehousing and distribution uses in the City, if allowed to continue without sufficient regulation, will increase the risk of negative public health and safety outcomes and other adverse impacts in the City, including the following:

- The exacerbation of pollution levels, including emissions of diesel particulate matter and nitrogen oxides (which are pollutants linked to respiratory diseases and other health problems), caused by the heavy trucking activity that is associated with warehousing and distribution uses, and therefore health impacts in already overburdened, vulnerable communities that have been identified by the California Office of Environmental Health and Hazard Assessment (OEHHA) as "disadvantaged" in its Cal Enviro Screen model;

- Trucks affect air quality, as their emissions are many times those of passenger vehicles, and thus are also likely to have concomitant health effects. Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM2.5). Most PM2.5 derives from combustion, such as use of gasoline and diesel fuels by motor vehicles, burning of natural gas to generate electricity, and wood burning. DPM is most concentrated adjacent to freeways, truck routes, and roadways traveled by trucks. PM2.5 is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory hospitalizations, and premature death;
- Increased noise and vibration impacts on adjacent residential and commercial properties. Trucks also cause noise and vibration, which cause disturbances and potential damage to businesses and homes that are near truck route roads. The City needs to conduct the appropriate studies to identify these impacts and provide recommendations for mitigation measures. The City will review mitigation measures that may include, but are not limited to, sound walls and double pane window retrofits along truck routes. In addition, proper road maintenance helps reduce vibrations caused by heavy vehicles traveling on roads adjacent to sensitive uses. City will study on how to improve road conditions adjacent to residential uses;
- Increased public safety risks, including pollution and traffic collision risks, for drivers of passenger vehicles, pedestrians, and bicyclists, including school-age children traveling to and from public schools and residents traveling to and from adjacent public parks and facilities;
- Damage to roadways due to the weight of the vehicles associated with warehousing and distribution uses in stop-and-go traffic, causing distress on pavement, resulting in premature deterioration and degradation, leading to potholes and pavement failure;
- Truck traffic increases the maintenance costs on roads for the City. For example, a 1999 study for the City of Irwindale concluded that one loaded mining truck causes street damage equivalent to that caused by 10,000 automobiles. City of Irwindale Mining Reclamation Impact Study, prepared by Greystone, March 1999, Vol. I, p. iii @ 2.a., and Vol. II., pp. 25-29. A loaded mining truck weighs approximately 80,000 pounds, which is comparable to the average weight of loaded 18-wheeler trucks that commonly traverse the City to and from logistics facilities. This finding was also made as early as the late 1970s in the federal Comptroller General's Report to the Congress, Excessive Truck Weight: An Expensive Burden We Can No Longer Afford. The City intends to further research this issue and determine the impacts of specific to the type of truck traffic (e.g., drayage, intermodal, long haul) on the types of roads in the City;
- Damage to City streets and property/facilities from collisions (reported and unreported), such as street lights, traffic signal equipment, signs, trees, curbs, medians, etc.;
- Traffic congestion and reduced levels of service on public streets and at public intersections;
- Increased public safety impacts from improperly over-loaded trucks; and
- Mental health impacts associated with the aesthetics of large warehouse buildings, particularly when in close proximity to residences. The close proximity of warehousing and distribution uses to schools and residential uses causes a decline in aesthetic standards and visual quality to those living in the residences and going to the schools; and

WHEREAS, the City has additional concerns regarding the compatibility of warehousing and distribution uses that are adjacent to sensitive receptors and residential zones, as warehousing and distribution uses oftentimes operate on a 24-hour basis and cause deteriorating air quality, health, noise, vibration, and other threats and disruptions to the peace and quiet that is necessary for the enjoyment of residential neighborhoods and efficacy of educational uses; and

WHEREAS, warehousing and distribution uses have a detrimental impact upon the City's residents, which are not being addressed by the City's current ordinances and land use/zoning regulations; and

WHEREAS, there is a need to study and develop policy guidance and/or regulations to ensure there is a logical relationship between the placement of warehouses (including the areas zoned or approved for same) and the City's designated truck routes, to avoid the deleterious effects of routing trucks past sensitive uses; and

WHEREAS, the City intends to update the City's general plan, specific plan and Development Code regulations to further address the potential adverse effects of warehousing and distribution uses on public health, safety and welfare. Although the City has already commenced certain studies and proposals to this end, more time is needed to fully study existing and proposed regulations and the potential adverse impacts of warehousing and distribution developments and uses on the environment, traffic, aesthetics, and visual quality of properties within the City, make recommendations on the appropriate proposed, alternative and/or additional regulations, and ultimately to complete the measures necessary to alleviate the conditions which have led to the need for adoption, and now extension, of this moratorium; and

WHEREAS, pursuant to Government Code Section 65858, on December 9, 2025, the City Council unanimously adopted Interim Urgency Ordinance No. 1466, on an urgency basis, to temporarily prohibit approval, establishment and expansion of warehousing and distribution uses and the issuance of approvals, permits and entitlements for same, except as otherwise provided therein (the "Moratorium"); and

WHEREAS, Interim Urgency Ordinance No. 1466 was enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858, and was introduced and adopted at the same meeting and effective immediately upon its adoption, and was effective for an initial 45-day period; and

WHEREAS, Government Code Section 65858(a) authorizes the City Council to extend the Moratorium for a period of time not to exceed 10 months and 15 days after its original 45-day term upon notice and a public hearing, upon a four-fifths vote, and upon a finding that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare; and

WHEREAS, pursuant to Government Code Section 65858(d), the City Council issued its 10-day report on January 13, 2026, outlining what actions have been taken in furtherance of the goals of the moratorium. As detailed in the 10-day report, completing the necessary studies and developing and adopting the necessary regulatory modifications is anticipated to take at least several months. Therefore, the initial 45 days' effectiveness of the moratorium provides an insufficient amount of time to fully address the current and immediate threat to public health and safety articulated in Interim Urgency Ordinance No. 1466; and

WHEREAS, the City Council finds that the conditions which necessitated Interim Urgency Ordinance No. 1466 continue to exist, there remains a current and immediate threat to public health and safety, and the City requires more time to conduct the necessary studies and develop and adopt the necessary regulations to address that threat; and

WHEREAS, the City Council now desires, on an urgency basis, to extend the Moratorium for 10 months and 15 days pursuant to Government Code Section 65858(a); and

WHEREAS, this extension of the Moratorium is pursuant to the authority conferred upon the City

Council by Government Code Section 65858(a), and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council; and

WHEREAS, all legal prerequisites for this extension of the Moratorium have occurred. On January 13, 2026, a duly noticed public hearing was held by the City Council for consideration of this extension in accordance with Government Code Section 65858(a).

NOW, THEREFORE, City Council of the City of Perris does ordain 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. With respect to compliance with the California Environmental Quality Act (CEQA), the City Council finds, based on the whole administrative record, that:

A. Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA "project", because: (i) the whole of the action 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, which are required parts of the definition of "project" under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making, which are excluded from the definition of "project" under CEQA Guidelines Section 15378(a). This action merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional 10-month and 15-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses; and

B. In the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because it does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional 10 month and 15-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with

warehousing and distribution developments and uses.

C. Also in the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15308, which exempts actions taken by regulatory agencies for the protection of the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional 10 month and 15-day period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced above, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses. No exception to this categorical exemption applies under CEQA Guidelines Section 15300.2.

Section 3. Urgency Findings. The City Council further finds as follows:

A. There is a current and immediate threat to public health, safety, and welfare posed by continued approval, establishment and expansion of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning regulations. The high volume and rate of development of warehousing and distribution uses in the City under current regulations has caused increased truck traffic, extensive damage to local streets, adverse effects to air quality, noise and aesthetics, and other detrimental effects on public health, safety and welfare in the City as further detailed in the recitals of this Ordinance, and threatens to cause further and exacerbated effects of this nature if allowed to continue without sufficient regulation. Absent this Ordinance and new or amended regulations resulting from the General Plan, specific plan and/or zoning proposals being studied, the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public health, safety and welfare. The City Council also finds and declares that this Ordinance is necessary as an urgency measure for the immediate preservation of the public peace, health, and safety against such threats.

B. The City is considering and studying, or intends to study within a reasonable time, General Plan, specific plan and/or zoning proposals applicable to warehousing and distribution developments and uses in order to protect public health, safety and welfare from adverse impacts of same. Such proposals include the following, without limitation:

1. Comprehensive update to the City's General Plan Land Use Element, which was adopted in 2005, and potential associated Development Code or zoning map changes, to ensure that industrial developments are situated in locations that minimize adverse impacts on adjacent uses.

2. Development Code and specific plan text amendments to designate an expanded list or range of land uses, excluding warehousing and distribution uses, as permitted uses in the City's industrial zones, in order to incentivize and facilitate development of such other land

uses rather than development of warehousing and distribution uses.

3. General Plan Circulation Element amendment to update the City's truck route plan in compliance with AB 98 and SB 415, along with potential Land Use Element and associated zoning changes as referenced above, so that industrial developments and their truck routes are situated in locations that minimize adverse impacts on residential areas and sensitive receptors.

C. The City needs additional time to study, develop, revise and complete the contemplated General Plan, specific plan and/or zoning proposals before they can be adopted and implemented. Such studies and information will help guide the City's preparation, consideration and action upon the contemplated General Plan, specific plan and/or zoning proposals, including by enabling the City to have a better understanding of how to best avoid negative effects of development and operation of additional warehousing and distribution uses on public health, safety and welfare.

D. The Moratorium was adopted, and is now being extended, in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan, specific plan and/or zoning regulations related to development and operation of additional warehousing and distribution uses, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

E. The approval, establishment or expansion of additional warehousing and distribution uses during the effectiveness of this Ordinance may be in conflict with the contemplated General Plan, specific plan and/or zoning proposals described above, and as such there is a need to prohibit such uses and approvals temporarily to allow the City sufficient time to complete the necessary studies and take the necessary actions to protect the public health, safety and welfare as it relates to warehousing and distribution uses.

F. As a result of the current and immediate threat to the public health, safety and welfare, it is necessary to extend the Moratorium for an additional 10 months and 15 days, resulting in a total of one year from date of effectiveness of the Moratorium as initially imposed by Interim Ordinance No.1466 (and subject to any further extension in accordance with Government Code Section 65858), as detailed in Section 5 below. This Interim Urgency Ordinance is necessary to protect public health, safety, and welfare against the current and immediate threat to same as described above.

Section 4. Authority and Effect. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt, and subsequently extend, an interim urgency ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended in accordance with Government Code Section 65858. Government Code Section 65858(a) provides that after notice pursuant to Government Code Section 65090 and public hearing, the legislative body may extend the interim urgency ordinance for 10 months and 15 days, which is the authority for this extension, and subsequently for one year.

Section 5. Moratorium. During the effective period of this Ordinance, except as otherwise provided in Section 6 below, approval, establishment and expansion of warehousing and distribution uses is prohibited City-wide, and the City (including any City official, officer, employee, agent, department, commission, or legislative body) shall not issue or approve any subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use for approval, establishment or expansion of any warehousing or distribution use. "Expansion" as used in this Ordinance includes any modification to an approved warehousing and distribution use that would increase the square footage of the use or constitute a major modification within the meaning of Perris Municipal Code Section 19.54.030.

Section 6. Exemptions. This Ordinance does not apply to any of the following:

A. Warehousing and distribution development projects that have a statutory development agreement with the City, a vesting tentative subdivision map approved by the City, or a grading permit or building permit approved by the City, or the resulting warehousing and distribution uses consistent with those approvals.

B. Requests or approvals for extensions of time for effectiveness of existing entitlements, permits, or approvals.

C. Requests or approvals for extensions of time for effectiveness of pending building permit applications.

D. Continued operation of lawfully-established existing warehousing and distribution uses, including minor modifications within the meaning of Perris Municipal Code Section 19.54.030 that do not increase the square footage of the use.

E. High-Cube Parcel Hubs, as described in Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition Land Use Code 156.

F. As provided in Government Code Section 66452.6(b) of the Subdivision Map Act, the time period for effectiveness of tentative maps that were approved prior to imposition of the Moratorium shall not include any period of time during which the Moratorium is in effect. Once the Moratorium is terminated, any such tentative map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, such tentative map shall be valid for 120 days following the termination of the Moratorium. This exemption is intended to be merely declaratory of the aforementioned state law and not to create or confer any rights or privileges beyond the aforementioned state law.

Section 7. Study and Development. During the effective period of this Ordinance, the City shall study, develop and consider any necessary General Plan, specific plan and/or zoning regulations related to warehousing and distribution developments and uses and the associated trucking activity, including (without limitation) studies on the impact to City roadway degradation

associated with a high concentration of warehousing and distribution uses and studies, development or consideration of the other matters referenced in Section 3.B above, that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality, in connection with such developments and uses.

Section 8. Extension; Effectiveness. The Moratorium is hereby extended for 10 months and 15 days, effective 45 days from its date of adoption (December 9, 2025). The Moratorium, as extended hereby, shall remain in full force and effect until December 9, 2026, unless further extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of the Moratorium as extended hereby, the City Council shall issue a written report as required by Government Code Section 65858(d).

Section 9. Severability. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, 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, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 10. Publication. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of January, 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 Urgency Ordinance Number 1470 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 13th day of January, 2026, by the following called vote:

AYES: VALLEJO, NAVA, CORONA, RABB, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

City Clerk, Nancy Salazar

ATTACHMENT 2

Interm Urgency Ordinance No.
(Next in Order)
(Proposed Extension of Industrial Moratorium)

ORDINANCE NUMBER next in order

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, EXTENDING A TEMPORARY MORATORIUM ON APPROVAL, ESTABLISHMENT AND EXPANSION OF WAREHOUSING AND DISTRIBUTION USES FOR AN ADDITIONAL ONE YEAR; AND MAKING FINDINGS RELATED THERETO.

WHEREAS, the City of Perris ("City") is a general law city within the State of California; and

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, Section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, safety, and welfare of the City and its residents; and

WHEREAS, Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety, and to prohibit any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, there are many pending applications for development projects for warehousing and distribution land uses in the City, and many more that have received approvals under the City's Subdivision Ordinance (Title 18 of the Perris Municipal Code) and/or Development Code (Title 19 of the Perris Municipal Code), but have not yet obtained grading or building permits; and

WHEREAS, "warehousing and distribution," as used and referred to in this Ordinance, shall have the meaning ascribed to it in Perris Municipal Code Section 19.08.010, which is as follows: "a building or premises in which goods, merchandise or equipment are stored for eventual distribution"; and

WHEREAS, the City is considering or studying, or intends to study within a reasonable time, several General Plan, specific plan and/or zoning proposals to adopt new or amended land use and zoning regulations and development standards that would be applicable to warehousing and distribution developments and uses, to ensure the protection of public peace, health, safety, and welfare, environmental quality, and environmental justice in connection therewith; and

WHEREAS, the development and operation of warehousing and distribution uses in the City, if allowed to continue without sufficient regulation, will increase the risk of negative public health and safety outcomes and other adverse impacts in the City, including the following:

- The exacerbation of pollution levels, including emissions of diesel particulate matter and nitrogen oxides (which are pollutants linked to respiratory diseases and other health problems), caused by the heavy trucking activity that is associated with warehousing and distribution uses, and therefore health impacts in already overburdened, vulnerable communities that have been identified by the California Office of Environmental Health and Hazard Assessment (OEHHA) as "disadvantaged" in its Cal Enviro Screen model;

- Trucks affect air quality, as their emissions are many times those of passenger vehicles, and thus are also likely to have concomitant health effects. Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM2.5). Most PM2.5 derives from combustion, such as use of gasoline and diesel fuels by motor vehicles, burning of natural gas to generate electricity, and wood burning. DPM is most concentrated adjacent to freeways, truck routes, and roadways traveled by trucks. PM2.5 is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory hospitalizations, and premature death;
- Increased noise and vibration impacts on adjacent residential and commercial properties. Trucks also cause noise and vibration, which cause disturbances and potential damage to businesses and homes that are near truck route roads. The City needs to conduct the appropriate studies to identify these impacts and provide recommendations for mitigation measures. The City will review mitigation measures that may include, but are not limited to, sound walls and double pane window retrofits along truck routes. In addition, proper road maintenance helps reduce vibrations caused by heavy vehicles traveling on roads adjacent to sensitive uses. City will study on how to improve road conditions adjacent to residential uses;
- Increased public safety risks, including pollution and traffic collision risks, for drivers of passenger vehicles, pedestrians, and bicyclists, including school-age children traveling to and from public schools and residents traveling to and from adjacent public parks and facilities;
- Damage to roadways due to the weight of the vehicles associated with warehousing and distribution uses in stop-and-go traffic, causing distress on pavement, resulting in premature deterioration and degradation, leading to potholes and pavement failure;
- Truck traffic increases the maintenance costs on roads for the City. For example, a 1999 study for the City of Irwindale concluded that one loaded mining truck causes street damage equivalent to that caused by 10,000 automobiles. City of Irwindale Mining Reclamation Impact Study, prepared by Greystone, March 1999, Vol. I, p. iii @ 2.a., and Vol. II., pp. 25-29. A loaded mining truck weighs approximately 80,000 pounds, which is comparable to the average weight of loaded 18-wheeler trucks that commonly traverse the City to and from logistics facilities. This finding was also made as early as the late 1970s in the federal Comptroller General's Report to the Congress, Excessive Truck Weight: An Expensive Burden We Can No Longer Afford. The City intends to further research this issue and determine the impacts of specific to the type of truck traffic (e.g., drayage, intermodal, long haul) on the types of roads in the City;
- Damage to City streets and property/facilities from collisions (reported and unreported), such as street lights, traffic signal equipment, signs, trees, curbs, medians, etc.;
- Traffic congestion and reduced levels of service on public streets and at public intersections;
- Increased public safety impacts from improperly over-loaded trucks; and
- Mental health impacts associated with the aesthetics of large warehouse buildings, particularly when in close proximity to residences. The close proximity of warehousing and distribution uses to schools and residential uses causes a decline in aesthetic standards and visual quality to those living in the residences and going to the schools; and

WHEREAS, the City has additional concerns regarding the compatibility of warehousing and distribution uses that are adjacent to sensitive receptors and residential zones, as warehousing and distribution uses oftentimes operate on a 24-hour basis and cause deteriorating air quality, health, noise, vibration, and other threats and disruptions to the peace and quiet that is necessary for the enjoyment of residential neighborhoods and efficacy of educational uses; and

WHEREAS, warehousing and distribution uses have a detrimental impact upon the City's residents, which are not being addressed by the City's current ordinances and land use/zoning regulations; and

WHEREAS, there is a need to study and develop policy guidance and/or regulations to ensure there is a logical relationship between the placement of warehouses (including the areas zoned or approved for same) and the City's designated truck routes, to avoid the deleterious effects of routing trucks past sensitive uses; and

WHEREAS, the City intends to update the City's general plan, specific plan and Development Code regulations to further address the potential adverse effects of warehousing and distribution uses on public health, safety and welfare. Although the City has already commenced certain studies and proposals to this end, more time is needed to fully study existing and proposed regulations and the potential adverse impacts of warehousing and distribution developments and uses on the environment, traffic, aesthetics, and visual quality of properties within the City, make recommendations on the appropriate proposed, alternative and/or additional regulations, and ultimately to complete the measures necessary to alleviate the conditions which have led to the need for adoption, and now extension, of this moratorium; and

WHEREAS, pursuant to Government Code Section 65858, on December 9, 2025, the City Council unanimously adopted Interim Urgency Ordinance No. 1466, on an urgency basis, to temporarily prohibit approval, establishment and expansion of warehousing and distribution uses and the issuance of approvals, permits and entitlements for same, except as otherwise provided therein (the "Moratorium"); and

WHEREAS, Interim Urgency Ordinance No. 1466 was enacted pursuant to the authority conferred upon the City Council by Government Code Section 65858, and was introduced and adopted at the same meeting and effective immediately upon its adoption, and was effective for an initial 45-day period; and

WHEREAS, pursuant to Government Code Section 65858, on January 13, 2026, the City Council unanimously adopted Interim Urgency Ordinance No. 1470, on an urgency basis, to extend the Moratorium for an additional 10 months and 15 days; and

WHEREAS, Government Code Section 65858(a) authorizes the City Council to extend the Moratorium for a further one-year period upon notice and a public hearing, upon a four-fifths vote, and upon a finding that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use which is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare; and

WHEREAS, pursuant to Government Code Section 65858(d), the City Council issued its 10-day report on October 13, 2026, outlining what actions have been taken in furtherance of the goals of the moratorium. As detailed in the 10-day report, completing the necessary studies and developing and adopting the necessary regulatory modifications is anticipated to take at least several months. Therefore, an additional one year of effectiveness of the moratorium is necessary to fully address the current and immediate threat to public health and safety articulated in Interim Urgency Ordinance No's. 1466 and 1470; and

WHEREAS, the City Council finds that the conditions which necessitated Interim Urgency Ordinance No's. 1466 and 1470 continue to exist, there remains a current and immediate threat to public health and safety, and the City requires more time to conduct the necessary studies and develop and adopt the necessary regulations to address that threat; and

WHEREAS, the City Council now desires, on an urgency basis, to extend the Moratorium for an additional one year pursuant to Government Code Section 65858(a); and

WHEREAS, this extension of the Moratorium is pursuant to the authority conferred upon the City Council by Government Code Section 65858(a), and may be introduced and adopted at the same meeting and be effective immediately upon adoption if passed by a four-fifths vote of the City Council; and

WHEREAS, all legal prerequisites for this extension of the Moratorium have occurred. On October 13, 2026, a duly noticed public hearing was held by the City Council for consideration of this extension in accordance with Government Code Section 65858(a).

NOW, THEREFORE, City Council of the City of Perris does ordain 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. With respect to compliance with the California Environmental Quality Act (CEQA), the City Council finds, based on the whole administrative record, that:

A. Pursuant to CEQA Guidelines Section 15378, this Ordinance does not constitute a CEQA "project", because: (i) the whole of the action 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, which are required parts of the definition of "project" under CEQA Guidelines Section 15378(a), and because the action constitutes administrative or maintenance activities of the City, such as general policy and procedure making, which are excluded from the definition of "project" under CEQA Guidelines Section 15378(a). This action merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional one-year period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses; and

B. In the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), because it does not have the potential for causing a significant effect on the environment. "Significant effect on the environment" is defined in CEQA Guidelines Section 15382 as "a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance." It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional one-year period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced in this Ordinance,

to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, and welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses.

C. Also in the event this Ordinance is deemed to constitute a CEQA "project," it is exempt from CEQA pursuant to CEQA Guidelines Section 15308, which exempts actions taken by regulatory agencies for the protection of the environment. This Ordinance merely temporarily prohibits approval, establishment and expansion of warehousing and distribution land uses (aside from those which are exempted from this Ordinance) for an additional one-year period while the City studies and considers the general plan, specific plan and/or zoning proposals referenced above, to ensure that no such uses are approved or commence which may be in conflict with such contemplated general plan, specific plan and/or zoning proposals. The purpose of such contemplated general plan, specific plan and/or zoning proposals is to protect public peace, health, safety, welfare, as well as environmental quality and environmental justice, in connection with warehousing and distribution developments and uses. No exception to this categorical exemption applies under CEQA Guidelines Section 15300.2.

Section 3. Urgency Findings. The City Council further finds as follows:

A. There is a current and immediate threat to public health, safety, and welfare posed by continued approval, establishment and expansion of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning regulations. The high volume and rate of development of warehousing and distribution uses in the City under current regulations has caused increased truck traffic, extensive damage to local streets, adverse effects to air quality, noise and aesthetics, and other detrimental effects on public health, safety and welfare in the City as further detailed in the recitals of this Ordinance, and threatens to cause further and exacerbated effects of this nature if allowed to continue without sufficient regulation. Absent this Ordinance and new or amended regulations resulting from the General Plan, specific plan and/or zoning proposals being studied, the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public health, safety and welfare. The City Council also finds and declares that this Ordinance is necessary as an urgency measure for the immediate preservation of the public peace, health, and safety against such threats.

B. The City is considering and studying, or intends to study within a reasonable time, General Plan, specific plan and/or zoning proposals applicable to warehousing and distribution developments and uses in order to protect public health, safety and welfare from adverse impacts of same. Such proposals include the following, without limitation:

1. Comprehensive update to the City's General Plan Land Use Element, which was adopted in 2005, and potential associated Development Code, specific plan or zoning map changes, to ensure that industrial developments are situated in locations that minimize adverse impacts on adjacent uses.

2. Development Code and specific plan text amendments to designate an expanded list or range of land uses, excluding warehousing and distribution uses, as permitted uses in the City's industrial zones, in order to incentivize and facilitate development of such other land uses rather than development of warehousing and distribution uses.

3. General Plan Circulation Element amendment to update the City's truck route plan in compliance with AB 98 and SB 415, along with potential Land Use Element and associated zoning changes as referenced above, so that industrial developments and their truck routes are situated in locations that minimize adverse impacts on residential areas and sensitive receptors.

C. The City needs additional time to study, develop, revise and complete the contemplated General Plan, specific plan and/or zoning proposals before they can be adopted and implemented. Such studies and information will help guide the City's preparation, consideration and action upon the contemplated General Plan, specific plan and/or zoning proposals, including by enabling the City to have a better understanding of how to best avoid negative effects of development and operation of additional warehousing and distribution uses on public health, safety and welfare.

D. The Moratorium was adopted, and is now being extended, in order to allow the City time to thoroughly study, develop, revise, and adopt General Plan, specific plan and/or zoning regulations related to development and operation of additional warehousing and distribution uses, to enable the City to adequately and appropriately protect and preserve the health, safety and welfare of the communities and residents of the City.

E. The approval, establishment or expansion of additional warehousing and distribution uses during the effectiveness of this Ordinance may be in conflict with the contemplated General Plan, specific plan and/or zoning proposals described above, and as such there is a need to prohibit such uses and approvals temporarily to allow the City sufficient time to complete the necessary studies and take the necessary actions to protect the public health, safety and welfare as it relates to warehousing and distribution uses.

F. As a result of the current and immediate threat to the public health, safety and welfare, it is necessary to extend the Moratorium for an additional one year, resulting in a total of two years from date of effectiveness of the Moratorium as initially imposed by Interim Ordinance No. 1466, as detailed in Section 5 below. This Interim Urgency Ordinance is necessary to protect public health, safety, and welfare against the current and immediate threat to same as described above.

Section 4. Authority and Effect. Government Code Section 65858 expressly authorizes the City, in order to protect public safety, health, and welfare, to adopt, and subsequently extend, an interim urgency ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time, provided that the urgency measure shall require a four-fifths vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended in accordance with Government Code Section 65858. Government Code Section 65858(a) provides that after notice pursuant to Government Code Section 65090 and

public hearing, the legislative body may extend the interim urgency ordinance for 10 months and 15 days, and subsequently for one year, which is the authority for this extension.

Section 5. Moratorium. During the effective period of this Ordinance, except as otherwise provided in Section 6 below, approval, establishment and expansion of warehousing and distribution uses is prohibited City-wide, and the City (including any City official, officer, employee, agent, department, commission, or legislative body) shall not issue or approve any subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other applicable entitlement for use for approval, establishment or expansion of any warehousing or distribution use. "Expansion" as used in this Ordinance includes any modification to an approved warehousing and distribution use that would increase the square footage of the use or constitute a major modification within the meaning of Perris Municipal Code Section 19.54.030.

Section 6. Exemptions. This Ordinance does not apply to any of the following:

A. Warehousing and distribution development projects that have a statutory development agreement with the City, a vesting tentative subdivision map approved by the City, or a grading permit or building permit approved by the City, or the resulting warehousing and distribution uses consistent with those approvals.

B. Requests or approvals for extensions of time for effectiveness of existing entitlements, permits, or approvals.

C. Requests or approvals for extensions of time for effectiveness of pending building permit applications.

D. Continued operation of lawfully-established existing warehousing and distribution uses, including minor modifications within the meaning of Perris Municipal Code Section 19.54.030 that do not increase the square footage of the use.

E. High-Cube Parcel Hubs, as described in Institute of Transportation Engineers (ITE) Trip Generation Manual 11th Edition Land Use Code 156.

F. As provided in Government Code Section 66452.6(b) of the Subdivision Map Act, the time period for effectiveness of tentative maps that were approved prior to imposition of the Moratorium shall not include any period of time during which the Moratorium is in effect. Once the Moratorium is terminated, any such tentative map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, such tentative map shall be valid for 120 days following the termination of the Moratorium. This exemption is intended to be merely declaratory of the aforementioned state law and not to create or confer any rights or privileges beyond the aforementioned state law.

Section 7. Study and Development. During the effective period of this Ordinance, the City shall study, develop and consider any necessary General Plan, specific plan and/or zoning

regulations related to warehousing and distribution developments and uses and the associated trucking activity, including (without limitation) studies on the impact to City roadway degradation associated with a high concentration of warehousing and distribution uses and studies, development or consideration of the other matters referenced in Section 3.B above, that will enable the City to adequately and appropriately protect the public peace, health, safety, and welfare, as well as environmental justice and environmental quality, in connection with such developments and uses.

Section 8. Extension; Effectiveness. The Moratorium is hereby extended for one year, effective December 9, 2026. The Moratorium, as extended hereby, shall remain in full force and effect until December 9, 2027, unless further extended in accordance with Government Code Section 65858(a). Not later than ten (10) days prior to the expiration of the Moratorium as extended hereby, the City Council shall issue a written report as required by Government Code Section 65858(d).

Section 9. Severability. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, 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, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 10. Publication. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard.

[signatures on the following page]

ADOPTED, SIGNED and APPROVED this 13th day of October, 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 Ordinance Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

ATTACHMENT 3

Table of Entitlement Projects Subject to and Not Subject to Current Moratorium

APPROVED INDUSTRIAL PROJECTS - IN PLAN CHECK AND NO PERMITS - SUBJECT TO MORATORIUM

	Industrial Projects	Sq. Ft.	Site Acres	Rezone	Location	Approval Status	Case Number(s)
1	Proglogis Indus - DC 11	551,922	30	N/A	SE Ramona and Webster	Entitled 2024.12.18	DPR 22-00035 & TPM (ME)
2	First Sinclair	423,224	19.7	N/A	100 W. Sinclair	Entitled 2025.1.15 PC	DPR 22-00027 (RG)
3	McKay Indus	232,000	13	C to LI	NE Ramona and Indian	Entitled 2023.1.31	DPR 21-00011 & TPM (NP)
4	Oakmont Indus	201,800	10	N/A	S. Nance 800' W. Redlands	Entitled 2023.8.16	DPR 22-00015 (LG)
5	Nance Ind	143,913	6.4	N/A	25264 E Nance Street	Entitled 2022.12.22	DPR 21-00006/MMOD 22-05255 (ME)
6	Chartwell Ind	132,485	6	N/A	SW Redlands and Rider	Entitled 2022.10.19	DPR 21-00003 (AG)
7	Redlands Indus	113,000	6.21	N/A	*NE Redlands & Placentia*	Entitled 2023.7.5	DPR 22-00008 (LG)
8	Westport Industrial	99,000	4.5	N/A	NE of Ramona & Brennan	Entitled 2023.8.2 PC	DPR 22-00021 (NP)
9	Markham Industrial/ Dedeau Properties	89,000	4	N/A	1010 W Markham St	Entitled 2023.6.21	DPR 22-00020 (LG)
	Total	1,986,344	100				

APPROVED INDUSTRIAL PROJECTS - NO PLAN CHECK AND NO PERMITS - SUBJECT TO MORATORIUM

	Industrial Projects	Bld.Sq. Ft.	Site Acres	Rezone	Location	Approval Status	Case Number(s)
1	First March Logistics	544,372	25.8	N/A	W. of Natwar 300' N. Nandina	Entitled 2024.11.6 PC	DPR 20-00004 & TPM (NP)
2	Blue Marquise Indus (350k Ind & 14K BP)	350,000	19	N/A	SW Trumble and Mapes	Entitled 2024.11.12	CUP 22-05023 (LG)
3	Expressway Industrial (Burger)	304,572	16	C to LI	SW Ramona and Perris	Entitled 2023.9.12	DPR 19-00012 (ME)
4	Wilson Industrial	83,000	4.75	N/A	W. Wilson & N. of Placentia	Entitled 2023.8.16	DPR 22-00012 (AG)
	Total	1,281,944	66				

PROJECTS IN THE ENTITLEMENT PROCESS - SUBJECT TO MORATORIUM

	Industrial Projects	Sq. Ft.	Acreage	Rezone	Location	Project Status	Case Number(s)
1	Hillwood San Jacinto	4,297,410	221.35	SP to LI	SW San Jacinto & Murrieta	Incomplete: CEQA EIR in process	DPR 23-00011 & TPM (ME)
2	OLC 3 Ramona Promenade	879,000	40	C to LI	SW Perris and Markham	Incomplete: CEQA EIR In Process	DPR 24-00002 & TPM (ME)
3	Perris Airport Logistics	867,070	77	N/A	S. of Ellis btw Goetz & Case	Complete: CEQA EIR In Process	DPR 22-00005 (NP)
4	Lewis Indus @ San Jacinto	848,000	50	C to LI	SW San Jacinto & Redlands	Incomplete; CEQA EIR in process	DPR 23-00005 & TPM (NP)
5	Airport / Mapes Commerce	648,630	37.5	N/A	NE Goetz and Mapes	Incomplete: Waiting on CEQA submittal	DPR 22-00022 (AG)
6	Harley Knox II	549,796	25.13	N/A	NW Harley Knox and Indian	Complete: CEQA EIR In Process	DPR 22-00026 (ME)
7	Lakecreek Placentia - Cubes	508,776	25	N/A	NE of Placentia and Wilson	Complete: CEQA EIR In Process	DPR 21-00015 & TPM (ME)
8	Harley Commerce Center	361,216	18.37	C to LI	SE corner of Perris & Harley	Incomplete: Waiting on CEQA submittal	DPR 21-00004 (NP)
9	Waypoint Commerce (Bld 1)	204,269	9	N/A	S. of Mountain & W of Goetz	Incomplete: Waiting for EIR	DPR 22-00039 & TPM (MA)
10	Simington Ind	190,960	9	BPO to LI	NW of Rider & Webster	Incomplete: Waiting on CEQA submittal	DPR 23-00016 & TPM (LG)
11	Waypoint Commerce (Bld 2)	155,583	7.17	N/A	S. of Mountain & W of Goetz	Incomplete: Waiting for EIR	DPR 22-00039 & TPM (MA)
12	Patterson Business Center	94,453	4.84	N/A	W. Patterson; N. Harley Knox	Grading Permit Issued	DPR 22-00013
13	Brew Indus	62,000	4	C to LI	Harley Knox west of Perris	Complete CEQA EIR	DPR 22-00036 (AG)
	Total	9,667,163	528.36				

NEWLY SUBMITTED PROJECTS IN THE ENTITLEMENT PROCESS - SUBJECT TO MORATORIUM

	Industrial Projects	Sq. Ft.	Acreage	Rezone	Location	Status	Case Number(s)
1	Sinclair Industrial	1,509,620	71	N/A	NW of Sinclair & Perris Blvd.	Incomplete	DPR 25-00010 & VTPM (AG)
2	Perris Industrial IV/IDS	535,250	28	N/A	NE of Indian & Barrett	Incomplete	DPR 25-00011 & VTPM (RG)
	Total	2,044,870	99				

APPROVED INDUSTRIAL PROJECTS - WITH DEVELOPMENT AGREEMENT OR VESTING MAP - **NOT** SUBJECT TO MORATORIUM

	Industrial Projects	Bld.Sq. Ft.	Site Acres	Rezone	Location	Approval Status	Case Number(s)
1	IDI Site 2 - Bld 2 of 3 (DA in place)	1,396,020	195	N/A	SW Mapes and Goetz	Entitled 2024.1.30	MMOD 22-05265
2	IDI Site 2 - Bld 1 of 3 (DA in place)	1,385,090	195	N/A	SW Mapes and Goetz	Entitled 2024.1.30	MMOD 22-05265
3	IDI Site 3 Bld 3 of 3 (DA in place)	1,000,000	55	R & C to LI	NE Redlands & Ellis	Entitled 2010.7.13	DPR 08-01-00007
4	Prologis (IDI - Site 1) (DA in place)	754,139	37	LI	Ave/Goetz Road	Entitled 2025.2.26	MIN-MOD 25-05027
5	IDI Site 2 - Bld 3 of 3 (DA in place)	535,207	195	N/A	SW Mapes and Goetz	Entitled 2024.1.30	MMOD 22-05265
6	Richland Ind (Vesting Map in place)	498,000	20	N/A	SW of Watson & Case	Entitled 2025.1.14	CUP 23-05047
	Total	5,568,456	697				

APPROVED INDUSTRIAL PROJECTS - WITH VESTING CONSTRUCTION PERMITS - **NOT** SUBJECT TO MORATORIUM

	Industrial Projects	Bld.Sq. Ft.	Site Acres	Rezone	Location	Approval Status	Case Number(s)
1	Duke @ Patterson and Nance	769,000	36	N/A	NE Patterson and Nance	Grading Permit Issued	DPR 21-00005
2	Lakecreek at Harley Knox	143,000	6.93	N/A	NW Harley Knox & Las Palmas	Grading Permit Issued	DPR 21-00008
	Total	912,000	42.93				

ATTACHMENT 4

City Council Report (Industrial Moratorium)
– Dated December 9, 2025

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: December 9, 2025

SUBJECT: Urgency ordinance establishing a 45-day moratorium on approval, establishment and expansion of industrial warehousing and distribution uses

REQUESTED ACTION: Adoption of an Urgency Ordinance Establishing a 45-day moratorium on approval, establishment and expansion of warehouse and distribution facilities within the City.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City Council at the November 18, 2025, meeting directed staff to proceed with an Urgency Ordinance establishing a 45-day moratorium on approval, establishment, and expansion of all industrial warehouse and distribution uses in the City of Perris except for projects with vested rights, which include a Development Agreement, Vesting Map, or grading or building permit ready to start construction. An Urgency Ordinance is now before the Council and requires a 4/5 vote. Approval of the Urgency Ordinance would pause issuance or approval of any subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other entitlement for use for approval, establishment, or expansion of any warehousing or distribution use. The exception would be for a Minor Modification to a vested project or an existing constructed warehouse and distribution building requesting a modification to the parking layout, interior tenant improvements, or a reduction in the building's square footage to meet a tenant's needs.

The moratorium would be temporary and would be in effect for an initial 45-day period, after which staff would bring forth an item for consideration of a potential extension, before the expiration of the initial 45 days. The initial extension period would be limited to 10 months and 15 days, and a potential second extension for a period of one year could then be considered, prior to the expiration of the first extension period. Any extension would also require a 4/5 vote, and only two extensions are permitted. If the moratorium ordinance is adopted, the moratorium cannot apply to projects with vested rights pursuant to a Development Agreement a Vesting Map, or reliance on construction permits. To ensure the moratorium is not applied to vested projects, the proposed moratorium ordinance expressly notes that projects that have a development agreement, a vesting map, or a grading or building permit are exempt.

The Council indicated the need for the urgency ordinance citing the cumulative effects and impacts of industrial projects, of which 30 million square feet of industrial developments have already been constructed, 3.6 million square feet of industrial warehouse and distribution developments are

currently under construction, 4.3 million square feet have been approved and currently in plan check for permits, 5.6 million square feet have been approved but no plan check in process to obtain a permit, and 11.3 million square feet are in the entitlement process waiting for completion of the environmental process before the project can be considered by the Planning Commission and/or City Council.

Urgency Ordinance Legislative Findings

In calling for the Urgency Ordinance, the City Council cited that there is a current and immediate threat to public health, safety, and welfare posed by continued approval and proliferation of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning to regulate such uses. The high volume and rate of development of warehousing and distribution uses in the City under current regulations have caused increased truck traffic, extensive damage to local streets, adverse effects to air quality, noise, and aesthetics, and other detrimental effects on public health, safety, and welfare in the City, as further detailed in the recitals of the attached Ordinance. Therefore, without a pause to further analyze the public health, safety, and welfare, the proliferation of these uses threatens to cause further and exacerbated effects if allowed to continue without sufficient regulation.

Absent this Ordinance and new or amended regulations resulting from the General Plan, specific plan and/or zoning proposals being studied, including studies on the impact of trucking activity on city roadways, the approval of additional subdivisions, use permits, variances, grading permits, building permits, development plan reviews, or any other entitlement for use which is required for the City to comply with its Zoning Ordinance would result in that threat to public health, safety and welfare.

Potential Studies While a Moratorium Is in Place

Although the City has already commenced studies and proposals to this end, more time is needed to fully study existing and proposed regulations and the potential adverse impacts of warehousing and distribution developments and uses on the environment, traffic, aesthetics, and visual quality of properties within the City. These studies, when completed, will assist staff in making recommendations on the appropriate proposed, alternative, and/or additional regulations to alleviate the conditions that have led to the need for adoption of this Ordinance.

COMMUNITY OUTREACH:

On November 25, 2025, staff emailed the resident groups, including Perris Neighbors in Action and the Inland Valley Alliance for Environmental Justice, regarding the upcoming industrial moratorium. Staff then reached out to representatives of the industrial community via email on November 26, 2025. To date, staff has not received any comments regarding this proposal.

Staff met with the industrial community group on November 20, 2025, at their request, as they wish to ask for the postponement of the industrial moratorium, as they stated the city is already working on the following amendments: 1) Modification of the industrial development standards for warehouses and distribution centers to improve development standards further when in proximity to sensitive receptors; 2) requirement of a Conditional Use Permit for any warehouse or distribution

center exceeding 50,000 square feet, with the City Council designated as the approval authority; 3) update to the City's truck route plan in compliance with Assembly Bill 98, so that industrial developments are situated in locations that minimize adverse impacts on residential communities.

Although city staff is in the process of making these updates, additional time and analysis is needed. Also, additional updates may be warranted after completion of studies on the impact on roadways and environmental effects associated with the high concentration and pace of warehouse and distribution development in Perris, which is uncommon with residential and commercial developments.

Additionally, the industrial community requested clarification on the following two notable concerns, with staff's response:

Developer Concern 1

- **Developer Concern:** If the industrial moratorium extends past the approval period of the project, would the entitlement expire?
- **Staff Response:** To the extent extensions of time are available under applicable law, those could still be requested and approved under applicable law during the period of the moratorium. However, the moratorium does not itself toll or extend the effective period of entitlements or allow for additional extension periods beyond what is available under applicable law, so it is possible that an entitlement could expire if the effective period of the entitlement and any/all extensions available under applicable law expire before the moratorium ends. However, the initial effective period of the moratorium is only 45 days, and no industrial projects are scheduled to expire within the next 45 days. A public hearing will be conducted prior to any extension of the moratorium beyond the initial 45-day period.

Developer Concern Number 2

- **Developer Concern:** If a project is in the plan check process and close to the issuance of a grading or building permit, which is typically valid for one year from the time of issuance, and the industrial moratorium prevents the city from issuing permits, would the plans still be valid if the Building Code or Construction regulations change, resulting in having to update the plans?
- **Staff Response:** If a pending building or engineering application would otherwise expire during the moratorium, the applicant may request an additional extension beyond the typical effectiveness of the building or engineering permit application, and the Building Official or City Engineer may act on such request in accordance with applicable law. If no such request is made, or if a request is made and is not approved under applicable law, then a new application would need to be submitted, which would be subject to the codes in effect at the time of application submittal. As noted above, the initial effective period of the moratorium is only 45 days, and a public hearing will be conducted prior to any extension of the moratorium beyond the initial 45-day period.

PUBLIC COMMENT LETTER:

Staff received a letter from the law firm Allen Matkins Leck Gamble Mallory & Natsis LLP on December 1, 2025, stating that the Newcastle Project (e.g., DPR 22-00018), generally located at the Ellis Avenue and Case Road project, should be exempt from the moratorium, as it has already been entitled. Therefore, they are entitled to obtain building permits. However, it should be noted that since the developer has recently obtained a permit to start grading of the project site, they are considered a project with vested rights and can move forward with a permit to start building construction.

RECOMMENDATION:

City staff request that Council adopt an Urgency Ordinance establishing a 45-day moratorium on approval, establishment and expansion of warehouse and distribution uses within the City, which will require a 4/5 vote.

BUDGET (or FISCAL) IMPACT: No impact to the General Fund, as costs for staff preparation of this item have been budgeted in the 2025 – 2026 Development Services Budget.

Prepared by: Kenneth Phung, Director of Development Services

REVIEWED BY:

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

Attachments:

1. Urgency Ordinance No. (Next in Order)
2. Status Map of Industrial Projects in Northern Perris
3. Status Map of Industrial Projects in Southern Perris
4. Map of Vacant Industrial Buildings
5. Table of Projects in Entitlement Process
6. Table of Approved Projects Not Constructed
7. City Council Report (Industrial Moratorium) – Dated November 18, 2025
8. City Council Report (Industrial Moratorium) – Dated February 27, 2024
9. City Council Report (Industrial Moratorium) – Dated January 25, 2022
10. Comment Letter Expressing Clarification on Vested Rights for Warehouse and Distribution Uses Moratorium

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

ATTACHMENT 5

City Council Report (Extension of Initial Industrial Moratorium) – Dated January 13, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: January 13, 2026

SUBJECT: Issue the 10-Day Report identifying the measures taken to alleviate the conditions that led to the adoption of the initial 45-day Industrial Moratorium on the approval, establishment, and expansion of industrial warehousing and distribution uses, and adopt an Interim Urgency Ordinance extending the initial Moratorium for an additional 10 months and 15 days until December 9, 2026.

REQUESTED ACTION: Issue the 10-Day Report identifying the measures taken to alleviate the conditions that led to the Initial 45-day Industrial Moratorium established through Ordinance No. 1466 adopted on December 9, 2025; and

Adopt Interim Urgency Ordinance Number (Next In Order), extending a temporary moratorium on approval, establishment, and expansion of industrial warehousing and distribution uses for an additional 10 months and 15 days; and making findings related thereto.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City Council on December 9, 2025, voted 5-0 to unanimously adopt Urgency Ordinance No. 1466, establishing a 45-day industrial moratorium pausing the approval, establishment, and expansion of all industrial warehouse and distribution uses in the City of Perris except for projects with vested rights, which include a Development Agreement, Vesting Map, or grading or building permit ready to start construction. The decision was made after considering public comments in support and opposition, and five (5) written public comments submitted after release of the Council staff report, of which three (3) letters were in support from the Inland Valley Alliance, the Sierra Club of San Gorgonio Chapter, and the Perris Neighbor in Action, and two (2) letters in opposition from Allen Matkins Attorney at Law on behalf of CH Realty and from the Perris Chamber of Commerce.

The next step, which is part of this agenda item, is for the Council to issue a 10-Day Report describing the measures taken to alleviate the conditions that led to the moratorium, as required by Government Code Section 65858(d) 10 days prior to expiration or any extension of the initial 45-day Industrial Moratorium. The proposed 10-day report is Attachment 1 to this Report. A 10-day report must be issued regardless of whether the Council decides to extend the moratorium.

Additionally, this item is for the Council to hold a public hearing and consider extending the initial 45-day Industrial Moratorium for an additional 10 months and 15 days pursuant to Government Code Section 65858(a) until December 9, 2026, which requires a 4/5 vote. The proposed Interim Urgency Ordinance to extend the Moratorium is Attachment 1 to this Report. If the Council moves to approve this extension, there is a potential for one final extension for an additional year (to December 9, 2027) prior to the expiration of the moratorium, which would also require a 4/5 vote. If the Council does not approve this extension, the moratorium is scheduled to expire on January 23, 2026.

Parameters to Revisit for the Potential Extension of the Industrial Moratorium

At the December 9, 2025, meeting, Councilmember Rabb suggested that all industrial warehouse and distribution uses, regardless of square footage, should be subject to the moratorium and commented that the Council could revisit the parameters for the industrial moratorium when it's up for an extension or provide the same option. Previously, the following options were presented on December 9, 2025.

APPROVED INDUSTRIAL PROJECTS - IN PLAN CHECK AND NO PERMITS

	Industrial Projects	Sq. Ft.	Site Acres	Rezone	Location
	North Area of City (PVCC SP)				
1	Prologis Indus - DC 11	551,922	30	N/A	SE Ramona and Webster
2	First Sinclair	423,224	19.7	N/A	100 W. Sinclair
3	McKay Indus	232,000	13	C to LI	NE Ramona and Indian
4	Oakmont Indus	201,800	10	N/A	S. Nance 800' W. Redlands
5	Nance Ind	156,000	6.4	N/A	25264 E Nance Street
6	Chartwell Ind	132,485	6	N/A	SW Redlands and Rider
7	Redlands Indus	113,000	6.21	N/A	*NE Redlands & Placentia*
8	Westport Industrial	99,000	4.5	N/A	NE of Ramona & Brennan
9	Markham Industrial/ Dedeaux Properties	89,000	4	N/A	1010 W Markham St
	Total	1,998,431	100		

APPROVED INDUSTRIAL PROJECTS - NO PLAN CHECK AND NO PERMITS

	Industrial Projects	Sq. Ft.	Site Acres	Rezone	Location
	North Area of City (PVCC SP)				
1	First March Logistics	544,372	25.8	N/A	W. of Natwar 300' N. Nandina
2	Blue Marquise Indus (350k Ind & 14K BP)	350,000	19	N/A	SW Trumble and Mapes
3	Expressway Industrial (Burger)	304,572	16	C to LI	SW Ramona and Perris
4	Wilson Industrial	83,000	4.75	N/A	W. Wilson & N. of Placentia
	Total	1,281,944	66		

PROJECTS IN THE ENTITLEMENT PROCESS

	Industrial Projects	Sq. Ft.	Acreage	Rezone	Location
	North Area of City (PVCC SP)				
1	OLC 3 Ramona Promenade	879,000	40	C to LI	SW Perris and Markham
2	Harley Knox II	549,796	25.13	N/A	NW Harley Knox and Indian (formerly 657 Harley Knox Blvd)
3	Lakecreek Placentia - Cubes	508,776	25	N/A	NE of Placentia and Wilson
4	Harley Commerce Center	361,216	18.37	C to LI	SE corner of Perris & Harley Knox
5	Simington Ind	190,960	9	BPO to LI	NW of Rider & Webster
6	Brew Indus	62,000	4	C to LI	Harley Knox west of Perris
	SOUTH AREA OF THE CITY				
7	Hillwood San Jacinto	4,297,410	221.35	SP to LI	SW San Jacinto & Murrieta
8	Lewis Indus @ San Jacinto	848,000	50	C to LI	SW San Jacinto & Redlands
9	Perris Airport Logistics	867,070	77	N/A	S. of Ellis btw Goetz & Case
10	Airport / Mapes Commerce	648,630	37.5	N/A	NE Goetz and Mapes
11	Waypoint Commerce (Bld 1)	204,269	9	N/A	S. of Mountain & W of Goetz
12	Waypoint Commerce (Bld 2)	155,583	7.17	N/A	S. of Mountain & W of Goetz
	Total	9,572,710	523.52		

NEWLY SUBMITTED PROJECTS IN THE ENTITLEMENT PROCESS

	Industrial Projects	Sq. Ft.	Acreage	Rezone	Location
	North Area of City (PVCC SP)				
1	Sinclair Industrial	1,509,620	71	N/A	NW of Sinclair & Perris Blvd.
2	Perris Industrial IV/IDS	535,250	28	N/A	NE of Indian & Barrett
	Total	2,044,870	99		

The full updated list of projects that are currently subject to and not subject to the industrial moratorium is provided in Attachment 3.

Automatic Tolling/Extension of Maps During Industrial Moratorium

Under the Subdivision Map Act, a Tentative Map is generally valid for 2 years with up to six (6) available one-year extensions, for a total of up to eight (8) years. However, under the Subdivision Map Act, the time period for effectiveness of tentative maps that were approved prior to imposition of the moratorium shall not include any period of time during which the moratorium is in effect. Once the moratorium is terminated, any such tentative map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. Therefore, the proposed ordinance makes clear that the effective period does not run (i.e., is tolled or paused) for the duration of the moratorium, including any extension.

However, for the Development Plan Review or Conditional Use Permit application that is generally associated with the approval of industrial warehousing and distribution development projects, there is no state statute that automatically tolls/extends the effective period of the Development Plan Review or Conditional Use Permit approval. Therefore, this component of any approved industrial project application will need to process an extension application while the moratorium is in place, if the effective period of the approval is scheduled to expire while the moratorium is in effect. A Development Plan Review or Conditional Use Permit approval is valid for an initial 36-month period, with a maximum of three one-year extensions (not exceeding a total of 36 months) allowed. Staff has confirmed that none of the approved Development Plan Reviews or Conditional Use Permits noted in the Table Below that are subject to the moratorium are scheduled to expire and run out of available extensions during or soon after the proposed moratorium extension period.

	Industrial Projects	Sq. Ft.	Site Acres	Rezone	Location
	North Area of City (PVCC SP)				
1	Prologis Indus - DC 11	551,922	30	N/A	SE Ramona and Webster
2	First March Logistics	544,372	25.8	N/A	W. of Natwar 300' N. Nandina
3	First Sinclair	423,224	19.7	N/A	100 W. Sinclair
4	Blue Marquise Indus (350k Ind & 14K BP)	350,000	19	N/A	SW Trumble and Mapes
5	Expressway Industrial (Burger)	304,572	16	C to LI	SW Ramona and Perris
6	McKay Indus	232,000	13	C to LI	NE Ramona and Indian
7	Oakmont Indus	201,800	10	N/A	S. Nance 800' W. Redlands
8	Nance Ind	156,000	6.4	N/A	25264 E Nance Street
9	Chartwell Ind	132,485	6	N/A	SW Redlands and Rider
10	Redlands Indus	113,000	6.21	N/A	*NE Redlands & Placentia*
11	Westport Industrial	99,000	4.5	N/A	NE of Ramona & Brennan
12	Markham Industrial/ Dedeaux Properties	89,000	4	N/A	1010 W Markham St
13	Wilson Industrial	83,000	4.75	N/A	W. Wilson & N. of Placentia
	Total	3,280,375	165		

10-Day Report

In accordance with the California Government Code, 10 days prior to expiration or any extension of the initial 45-day Industrial Moratorium, the City Council is required to issue a 10-Day Report describing the measures taken to alleviate the condition that led to the adoption of the Ordinance. The proposed report has been prepared and is included as Attachment 1. In summary, the following measures have been taken:

1. On December 9, 2025, the City Council approved the first reading of Ordinance No. 1468 for the modification of the industrial development standards for warehouses and distribution centers to improve development standards further when in proximity to sensitive receptors. The Council is scheduled to consider the second reading and adoption of the ordinance on

January 13, 2026, with the development code amendment becoming effective 30 days thereafter, on February 12, 2026.

2. On December 9, 2025, the City Council additionally approved the first reading of Ordinance No. 1467 for the requirement of a Conditional Use Permit for any warehouse or distribution center exceeding 50,000 square feet, with the City Council designated as the approval authority. The Council is scheduled to consider the second reading and adoption of the ordinance on January 13, 2026, with the development code amendment becoming effective 30 days thereafter, on February 12, 2026.
3. On November 19, 2025, the Planning Commission conducted an Environmental Scoping Meeting on the City's Circulation Element update to further address truck routes compliance with Assembly Bill 98, so that industrial developments are situated in locations that minimize adverse impacts on residential communities. The DEIR for this update is being finalized and is anticipated to be released in January of 2026, so that the Circulation Element can be updated by mid-2026.
4. Staff has reached out to an environmental consultant and traffic consultant to quantify the impacts of the high volume and rate of development of warehousing and distribution uses in the City compared to the relatively modest growth in commercial or multiple-family development. The purpose of these studies is to quantify the increase in truck traffic, the extensive damage to local streets, the adverse effects on air quality, noise, and aesthetics, and other detrimental impacts on public health, safety, and welfare in the City. The findings in these reports, when completed, will assist staff in determining whether further updates to the industrial development are warranted, changing roadway design standards for industrial development, establishing a fee for roadway maintenance or broadening the land use allowed in the Light Industrial and General Industrial zone for uses so that there are more permitted uses that will be less impactful on the surrounding areas.

In summary, when completed, these studies will assist staff in recommending appropriate proposed, alternative, and/or additional regulations to alleviate the conditions that led to the need for the adoption of this Ordinance.

Extension of Urgency Ordinance Legislative Findings

In adopting the initial 45-day Interim Urgency Ordinance, the City Council found that there is a current and immediate threat to public health, safety, and welfare posed by continued approval and proliferation of warehousing and distribution developments and uses in the City under its current regulations, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning ordinance regulations for such uses. By adopting the proposed Interim Urgency Ordinance extending the moratorium for an additional 10 months and 15 days, the City Council would be making similar findings with respect to the extension, as required by Government Code Section 65858 and detailed in the proposed ordinance.

There remains a current and immediate threat to public health, safety, and welfare posed by continued approval, establishment and expansion of warehousing and distribution developments and uses in the City, due to the high demand for such uses and the insufficiency of the City's current General Plan, specific plan and/or zoning regulations. The high volume and rate of development of warehousing and distribution uses in the City under current regulations have caused increased truck traffic, extensive

damage to local streets, adverse effects to air quality, noise, and aesthetics, and other detrimental effects on public health, safety, and welfare in the City, as further detailed in the recitals of the attached ordinance, and threatens to cause further and exacerbated effects of this nature if allowed to resume without sufficient regulation after the initial 45-day period. More time is needed for the City to analyze, develop and act upon the contemplated general plan, specific plan, or zoning proposals outlined in the ordinance, including studies on the impact of trucking activity on City roadways. Therefore, without an extension of the moratorium, the continued/resumed approval and proliferation of these uses which would be required for the City to comply with its zoning ordinance would result in that current and immediate threat to the public health, safety, and welfare. The ordinance is necessary as an urgency measure for the immediate preservation of the public peace, health, and safety against such threats.

COMMUNITY OUTREACH:

On December 29, 2025, staff emailed the resident groups, including Perris Neighbors in Action and the Inland Valley Alliance for Environmental Justice, regarding the proposed industrial moratorium extension. Staff then reached out to representatives of the industrial community via email on December 30, 2025. To date, staff have not received any comments regarding this proposal.

A public hearing for the City Council's consideration of the moratorium extension was duly noticed in accordance with Government Code Section 65858(a).

RECOMMENDATION:

City staff request that Council: (1) issue the 10 Day Report identifying the measures taken to alleviate the conditions that led to the initial 45-day Industrial Moratorium established through Ordinance No. 1466 adopted on December 9, 2025 (Attachment 1); and (2) adopt the Interim Urgency Ordinance Number (Next in Order) Extending the Initial 45-day Moratorium for an additional 10 months and 15 days until December 9, 2026, on the approval, establishment, and expansion of warehouse and distribution facilities in Perris, which will require a 4/5 vote (Attachment 2).

BUDGET (or FISCAL) IMPACT: No impact to the General Fund, as costs for staff preparation of this item have been budgeted in the 2025 – 2026 Development Services Budget.

Prepared by: Kenneth Phung, Director of Development Services

REVIEWED BY:

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

~~Attachments:~~

1. ~~10-Day Report including Ordinance 1466 (Initial 45-day Industrial Moratorium)~~
2. ~~Interim Urgency Ordinance No. (Next in Order) (Extension of Industrial Moratorium)~~

3. ~~Table of Entitlement Projects Subject to and Not Subject to Current Moratorium~~
4. ~~City Council Report (Initial 45-Day Industrial Moratorium) – Dated December 9, 2025~~
5. ~~Public Notice for Hearing on Extension of Industrial Moratorium~~

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

ATTACHMENT 6

Public Notice for Industrial Moratorium-
Proposed Extension of Industrial Moratorium

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 item below:

CASE NO: Extension of Temporary Moratorium

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

LOCATION: Citywide

PROPOSAL: A proposal to consider adoption of an Interim Urgency Ordinance extending Ordinance No. 1470 adopted on January 13, 2025, which imposed a ten (10) months and fifteen (15) days moratorium until December 9, 2026, on the approval, establishment, and expansion of industrial warehousing and distribution uses in the City of Perris. The proposed Ordinance would extend the moratorium an additional one year until December 9, 2027, in order to allow the City additional time to study, address, and mitigate the conditions that led to a current and imminent threat to public health, safety, or welfare as provided in the Ordinance pursuant to California Government Code Section 65858

Furthermore, staff recommends that the City Council issue the required report under California Government Code Section 65858(d) at least ten (10) days before the interim ordinance expires.

STATUTORY AUTHORITY

The moratorium extension is proposed pursuant to California Government Code Section 65858, which authorizes interim urgency ordinances and extensions thereof upon specified findings.

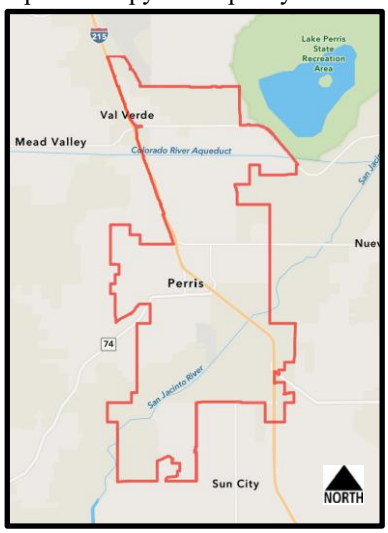
ENVIRONMENTAL DETERMINATION:

The proposed Extension of the Temporary Moratorium is not a "project" within the meaning of the California Environmental Quality Act (CEQA) and therefore is not subject to CEQA, pursuant to Public Resources Code 21080 and CEQA Guidelines Sections 15378. Alternatively, it is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), and is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15308.

PUBLIC PARTICIPATION: 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 **October 13, 2026**. At the time of the public hearing, any person may appear and be heard in support of or opposition to the proposal.

The City Council, at the hearing or during deliberations, could recommend or approve an alternative proposal for the above proposal, including any changes to the proposal. Any person challenging the City's action in court may be limited to raising only those issues identified at the public hearing described in this notice or in writing delivered to the City Council before the public hearing.

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/25528/638895532889500000.
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.



CITY COUNCIL
PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	October 13, 2026, at 6:30 p.m.
Project Planner:	Kenneth Phung
Phone:	(951) 943-5003 ext 257
Email:	kphung@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS

11.C

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 to the City's Maintenance Districts. Owner(s): Newcastle Partners, Inc, APN(s): 330-090-007, 330-090-043. DPR 22-00018 (Newcastle Ellis) is located located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway.

REQUESTED ACTION:

That the City Council:

1. Open a Public Hearing on Annexation of DPR 22-00018 to the City's Maintenance District No. 84-1 (Streetlights) and Landscape Maintenance District No. 1 (Landscaping)
2. Open 2 Ballots (one for each maintenance district annexation)
3. Adopt 2 Resolutions Ordering the Annexation of DPR 22-00018 to the City's Maintenance District No. 84-1 and Landscape Maintenance District No. 1, Approving the Engineer's Reports, and the Levying of the 2026-2027 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

DPR 22-00018 is an approved development project, approved by Planning Commission on November 6, 2024. The project consists of a 670,000 square foot industrial building (20,000 sq. ft. office area and 5,000 sq. ft. mezzanine) with 95 loading dock doors, 182 standard parking stalls and 189 trailer stalls on Ellis Avenue. The project will be developed on 33.51 acres located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. (See attached Location Map.)

On August 25, 2026, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set the Public Hearing date for October 13, 2026.

BUDGET (or FISCAL) IMPACT:

The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of the Consumer Price Index ("CPI") or three percent (3%), plus energy and water. The current maximum annual assessments, by district, are as follows:

Maintenance District	**Maximum Annual Assessment**
Maintenance District No. 84-1 (Streetlights)	$ 6,001.25
Landscape Maintenance District No. 1 (Landscaping) – Parkways & Medians	50,928.44
Total Maximum Annual Assessment	$ 56,929.69

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Location Map.pdf
2. Annexation Resolution for MD 84-1.pdf
3. Annexation Resolution for LMD No. 1.pdf

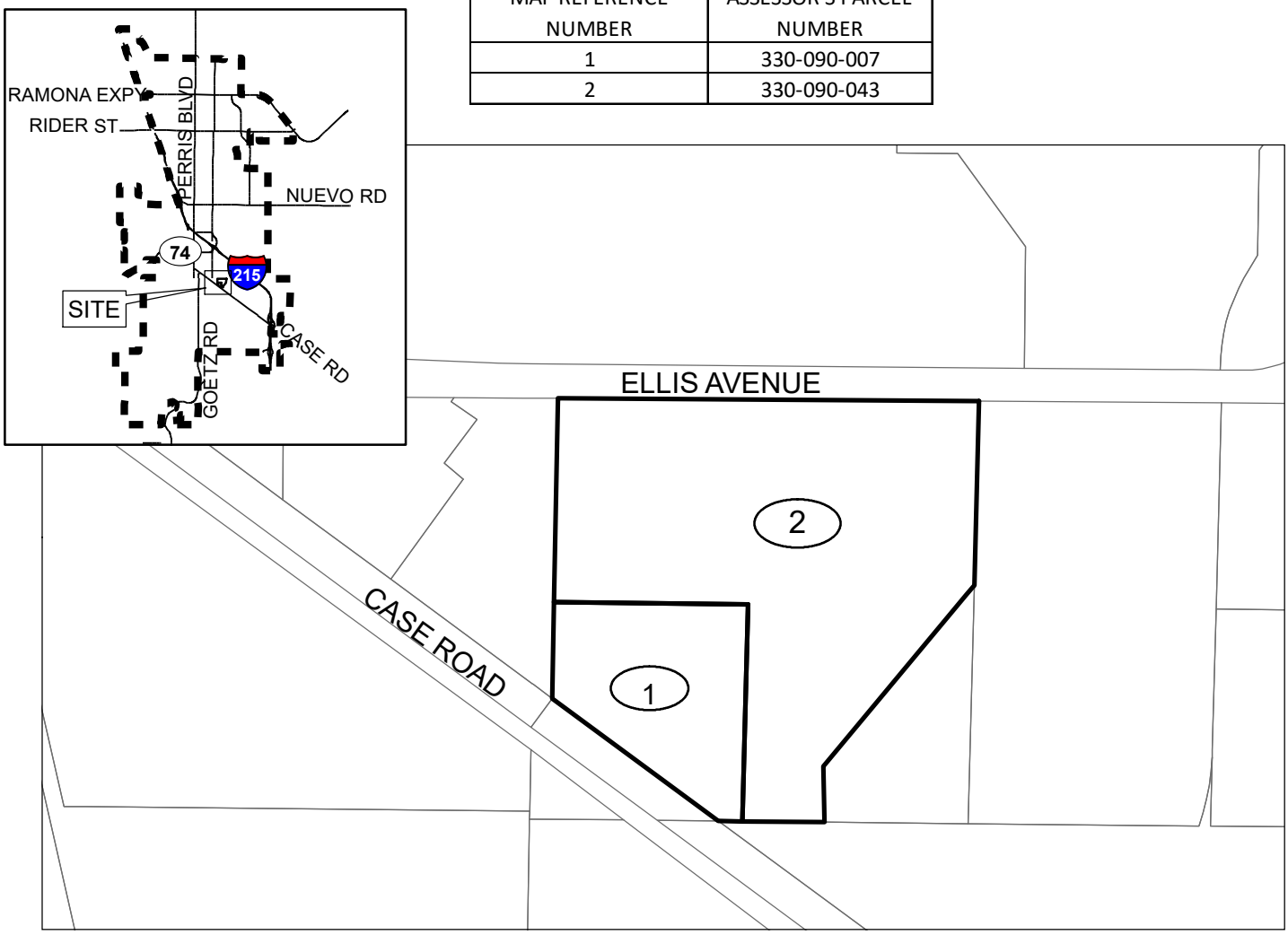
Attachment No. 1

Location Map

ANNEXATION OF DPR 22-00018 TO MAINTENANCE DISTRICT NO. 84-1 AND LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	330-090-007
2	330-090-043



Owner: NEWCASTLE PARTNERS, INC.

Facility	Maximum Annual Assessment
Street lights and Traffic Signals	$6,001.25
Landscaped Parkways	50,928.44
Total Maximum Annual Assessment	$56,929.69

WILLDAN

Attachment No. 2

Annexation Resolution for MD 84-1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00018 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 25th day of August 2026, adopt its Resolution of Intention Number 6825 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 6825 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6825, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

NOW, THEREFORE, BE IT RESOLVED, ADOPTED, SIGNED and ***APPROVED*** by the City Council of the City of Perris, California, as follows:

Section 1. That the public interest and convenience requires the annexation to the District and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6825, be done and made.

Section 2. Be it further resolved that:

A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved.

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2026-2027 are hereby levied.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachment No. 3

Annexation Resolution for LMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 22-00018 TO BENEFIT ZONE 204, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 25th day of August 2026, adopt its Resolution of Intention Number 6828 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District No. 1 (the "District"), which Resolution of Intention Number 6828 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6828, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

NOW, THEREFORE, BE IT RESOLVED, ADOPTED, SIGNED and ***APPROVED*** by the City Council of the City of Perris, California, as follows:

Section 1. That the public interest and convenience requires the annexation to the District and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6828, be done and made.

Section 2. Be it further resolved that:

A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved.

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2026-2027 are hereby levied.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

11.D

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 (Newcastle Ellis) into CFD 2018-02 (Public Services District) – Annexation No. 31. DPR 22-00018 is located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. APN(s): 330-090-007, 330-090-043. Owner(s): Newcastle Partners, Inc.

REQUESTED ACTION:

- Open a public hearing on Annexation No. 31 to Community Facilities District No. 2018-02 (Public Services District) and determine if there are any protests to the Annexation
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 31 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 31
- Conduct the Special Election relating to Annexation No. 31
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2018-02 (Public Services District) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 31, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien

CONTACT: Matthew Schenk, CPA, Director of Finance

BACKGROUND/DISCUSSION:

DPR 22-00018 is an approved development project, approved by Planning Commission on November 6, 2024. The project consists of a 670,000 square foot industrial building (20,000 sq. ft. office area and 5,000 sq. ft. mezzanine) with 95 loading dock doors, 182 standard parking stalls and 189 trailer stalls on Ellis Avenue. The project will be developed on 33.51 acres located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. (See attached Boundary Map.)

At its meeting on August 25, 2026, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2018-02 (Public Services District) (the "District"), adopted Resolution No. 6829 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to October 13, 2026 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to May 1st of the previous fiscal year.

Prepared By: Matthew Schenk, Director of Finance

Attachments:

1. Boundary Map.pdf
2. CFD 2018-02 Annex 31 PH-Calling Election (to City).docx
3. CFD 2018-02 Annex 31 Reso Certify-Add Property.docx

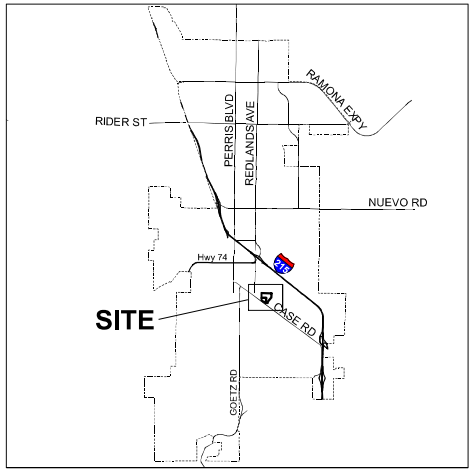
Attachment No. 1

Boundary Map

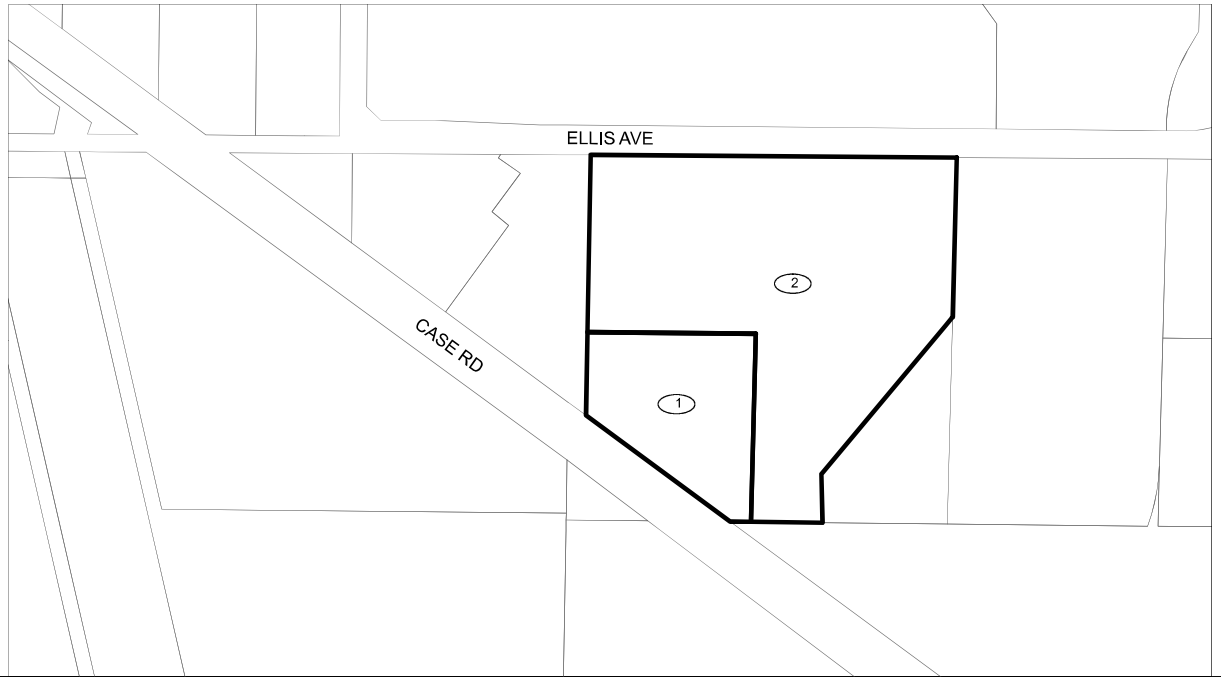
ANNEXATION MAP NO. 31 TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	330-090-007
2	330-090-043



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 31, TO COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 25, 2018, IN BOOK 83 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 28 AS INSTRUMENT NUMBER 2018-0421949.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

Legend

- PROPOSED ANNEXATION
- (1) MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

N
W E
S

WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

ATTACHMENT 2

RESOLUTION CALLING FOR SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 31 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 31

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), on August 25, 2026, has heretofore adopted its Resolution No. 6829 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set October 13, 2026 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on October 13, 2026; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special

tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the

Legislative Body, said map designated "Annexation Map No. 31 to Community Facilities District No. 2018-02 (Public Services District)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 31 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 99, Page 89 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2026-0277728).

Section 5. The Council finds that the services authorized to be funded by the District and paid by the special taxes levied within the District (the "Services") shall incorporate and have the meaning given to the term "services" in Section 53313 of the Mello-Roos Community Facilities Act of 1982, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 31.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2018-02 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2018-02, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 31 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on October 13, 2026.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 31 during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing regarding the levy of the special tax on the territory within Annexation No. 31 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on October 13, 2026, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the City Council through the application of the appropriate Special Tax, as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Authorized Services" means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

"Building Permit" means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor's Parcel.

"CFD Administrator" means an official of CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2018-02" means City of Perris Community Facilities District No. 2018-02 (Public Services District), City of Perris, County of Riverside, State of California.

"City" means the City of Perris, California.

"City Council" means the City Council of the City.

"Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted" index (Series Id: CUURA421SA0), measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index.

"County" means the County of Riverside.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels for which a Building Permit was issued after January 1, 2017 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Floor Area" means the total building square footage of non-residential building(s) or the non-residential portion of a building with both residential and non-residential areas located on an Assessor's Parcel of Taxable Property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two (2) sides. The determination of Floor Area shall be made by reference to the Building Permit(s) issued for such Assessor's Parcel and/or to the appropriate records kept by the City's Building Division, as reasonably determined by the CFD Administrator.

"Industrial Zone(s)" means zoning designation identified in the Chapter 19.44 of the City's Zoning Ordinance (as amended by the City from time to time).

"Maximum Special Tax" means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's Parcel.

"Non-Residential Property" means any and each Assessor's Parcel of Developed Property for which a Building Permit permitting the construction of one or more non-residential units or facilities, has been issued by the City or some other governmental agency.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

"Proportionately" means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the Federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Rate and Method of Apportionment" or **"RMA"** means this Rate and Method of Apportionment of Special Tax.

"Resolution of Formation" means the resolution forming CFD No. 2018-02.

"Special Tax" or "Special Taxes" means the special tax or special taxes to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement.

"Special Tax Requirement" means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, including the establishment of reserves for future costs of Authorized Services, (ii) Administrative Expenses, and (iii) an amount to cover anticipated delinquencies for the payment of the Special Tax, based on the delinquency

rate for the preceding Fiscal Year; less (iv) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

"State" means the State of California.

"Taxable Property" means an Assessor's Parcel of Non-Residential Property (i) for which a Building Permit has been issued permitting the construction of one or more land uses allowed in an Industrial Zone, and (ii) that is not exempt from the Special Tax pursuant to law or Section E below.

"Non-Taxable Property" means, for each Fiscal Year, all property not classified as Taxable Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor's Parcels within CFD No. 2018-02 shall be classified by the CFD Administrator as Taxable Property or Non-Taxable Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator's allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Taxable Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Taxable Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Taxable Property is shown below in Table 1.

TABLE 1

Maximum Special Taxes
For Fiscal Year 2018-19
Community Facilities District No. 2018-02

Land Use Class	Land Use	Fiscal Year 2018-2019 Maximum Special Tax
1	Taxable Property	$18.47 per Thousand Square Feet of Floor Area

b. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Taxable Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel.

c. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Taxable Property shall be increased annually by the greater of the change in the Consumer Price Index during the twelve (12) months prior to December of the previous Fiscal Year, or two percent (2.00%).

2. Non-Taxable Property

No Special Taxes shall be levied on Non-Taxable Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the City Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Taxable Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

No Special Tax shall be levied on Non-Taxable Property, Property Owner Association Property, or Public Property. However, should an Assessor's Parcel no longer be classified as Non-Taxable Property, Property Owner Association Property, or Public

Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary or otherwise advisable to meet its financial obligations for CFD No. 2018-02, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed and included in Exhibit A.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the discretion of the City.

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, ANNEXATION NO. 31

DESCRIPTION OF AUTHORIZED SERVICES

Authorized Services

The services authorized to be funded by the CFD and paid by the special taxes levied within the CFD (the "Services") are described below. For purposes of the CFD, the Services shall incorporate and have the meaning given to the term "services" in section 53313 of the Mello-Roos Community Facilities Act of 1982.

Additional Authorized Expenses

In addition, the following costs are authorized to be funded by the special taxes levied within the CFD:

(a) Public Street Lighting.

(b) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas facilities that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities.

(c) Administrative expenses including the costs incurred to determine, levy and collect the special taxes, including compensation of City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of the special taxes on the property tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.

(d) Any amounts needed for operating reserves and capital reserves.

(e) Any amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years.

(f) To reimburse the City or any third parties for actual costs advanced that are related to the formation of the CFD.

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, ANNEXATION NO. 31

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

OCTOBER 13, 2026

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to **CRP/NC South Perris Owner,** as owner or authorized representative of such sole owner of 30.22 acres of the land within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31 (the "Property") and represents thirty-one (31) of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as	**YES** ☐ **NO** ☐

authorized in the Resolution calling election adopted on October 13, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually in perpetuity, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2026-2027 is $25.390 per 1,000 square foot of building floor area?	

Number of votes: **31**

Property Owner: **CRP/NC SOUTH PERRIS OWNER**

By: _____

ATTACHMENT 3

RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 31 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 31 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. _____ adopted on October 13, 2026 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 31" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6830 adopted on August 25, 2026 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on October 13, 2026 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code Sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on October 13, 2026; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on October 13, 2026, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on October 13, 2026, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and herby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.

B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.

D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 *XXXX* was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 31

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on October 13, 2026, held in

COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 31

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 13th day of October, 2026.

CITY OF PERRIS, CALIFORNIA, acting as the LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2018-02 (PUBLIC SERVICES DISTRICT) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

COMMUNITY FACILITIES DISTRICT NO. 2018-02
(PUBLIC SERVICES DISTRICT)
OF THE CITY OF PERRIS, ANNEXATION NO. 31

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31, Special Election, October 13, 2026	31	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31 to pay for eligible services which may include, but are not limited to (1) Public Street Lighting and (2) Landscape, Park, Trails and Recreation Improvements. The parks, open space areas, trails and recreation facilities to be operated, maintained and serviced may include, but are not limited to, the maintenance and care of all landscaping and facilities within park and open space areas that service CFD No. 2018-02 (Public Services District) but may not be included within the boundaries of CFD No. 2018-02 (Public Services District). This includes trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, signs, monuments, and associated appurtenant facilities. The cost of the Services shall also include all related administrative costs and expenses, necessary utility (water and electricity) costs, and related reserves for replacement of vehicles, equipment and facilities, including the costs incurred to determine, levy and collect the special taxes, including the compensation for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the charges imposed by the County for the levy and collection of special taxes on the property tax rolls, preparation of required reports, and amounts needed to cure actual or estimated delinquencies in special taxes for the current or previous fiscal years, any amounts needed for operating reserves and capital reserves, and any other costs incurred in the administration of the CFD by the City, as authorized in the Resolution calling election adopted on October 13, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2018-02 (Public Services District) of the City of Perris, Annexation No. 31 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually in perpetuity, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2026-2027 is $25.390 per 1,000 square foot of building floor area?

CITY OF PERRIS

11.E

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of DPR 22-00018 (Newcastle Ellis) into CFD 1-S (South Perris Public Services District) – Annexation No. 17. DPR 22-00018 is located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. APN(s): 330-090-007, 330-090-043. Owner(s): Newcastle Partners, Inc.

REQUESTED ACTION:

- Open a public hearing on Annexation No. 17 to CFD 1-S and determine if there are any protests to the Annexation
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 17 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 17
- Conduct the Special Election relating to Annexation No. 17
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities District
  1-S (South Perris Public Services) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 17, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien

CONTACT: Matthew Schenk, CPA, Director of Finance

BACKGROUND/DISCUSSION:

DPR 22-00018 is an approved development project, approved by Planning Commission on November 6, 2024. The project consists of a 670,000 square foot industrial building (20,000 sq. ft. office area and 5,000 sq. ft. mezzanine) with 95 loading dock doors, 182 standard parking stalls and 189 trailer stalls on Ellis Avenue. The project will be developed on 33.51 acres located south of Ellis Avenue, north of Case Road, between Goetz Road and the I-215 Freeway. (See attached Boundary Map.)

At its meeting on August 25, 2026, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) (the "District"), adopted Resolution No. 6830 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to October 13, 2026 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to petitions submitted to the property owners (the "Owners") of the territory proposed for annexation to the District. The Owners, pursuant to the petitions submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owners have waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax. The Annexation of territory into the District increases the tax base to fund the public services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to March 1st of the previous fiscal year.

Prepared By: Matthew Schenk, Director of Finance

Attachments:

1. Boundary Map.pdf
2. Perris CFD 1-S Annex 17 Reso PH-Calling Election (to City).docx
3. Perris CFD 1-S Annex 17 Reso PH - Certify Election (to City).docx

Attachment No. 1

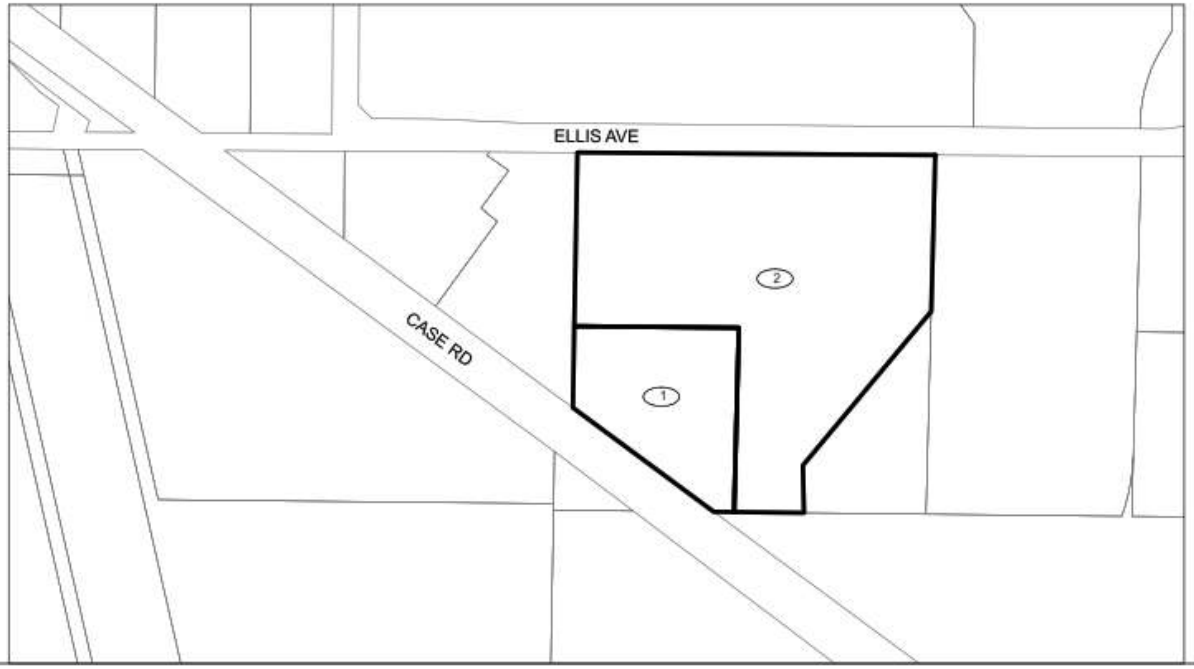
Boundary Map

ANNEXATION MAP NO. 17 TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	330-090-007
2	330-090-043



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 17, TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 20__, BY ITS RESOLUTION NO.____.

_____
CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK ___M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 12, 2006, IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2006-0674632.

REFERENCE IS ALSO MADE TO THE LOT LINE ADJUSTMENT OF APN 311-050-032 AS ADJUSTED TO PARCEL "A" OF LOT LINE ADJUSTMENT NO. 22-05220 AS RECORDED AT THE RIVERSIDE COUNTY RECORDERS OFFICE ON AUGUST 3, 2023 AS DOCUMENT #2023-0225102.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

Legend

- PROPOSED ANNEXATION
- (1) MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

N
W E
S

WILLDAN

27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

ATTACHMENT 2

RESOLUTION CALLING FOR SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 17 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 17

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), on August 25, 2026, has heretofore adopted its Resolution No. 6830 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set October 13, 2026 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on October 13, 2026; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation or within the existing District, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District or of the existing District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 17 to Community Facilities District No. 1-S, (South Perris Public Services)," a copy of which is on file in the office of the City Clerk and shall remain

open for public inspection. The map of the proposed boundaries of Annexation No. 17 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 99, Page 88 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2026-0277727).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto, are necessary to meet the increased demand put upon the City as a result of the development within the District.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 1-S shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 1-S, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 17 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and

establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on October 13, 2026.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 17 during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing regarding the levy of the special tax on the territory within Annexation No. 17 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on October 13, 2026, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A: hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The District shall constitute a single election pursuant for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (909) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 1-S
SOUTH PERRIS PUBLIC SERVICES

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax shall be levied on all Taxable Property within the boundaries of the City of Perris Community Facilities District No. 1-S (South Perris Public Services) (the "District") and collected each Fiscal Year commencing in Fiscal Year 2006/07 according to the tax liability determined by the Council, through the application of the rate and method of apportionment of the Special Tax set forth below. All Taxable Property shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

Acreage means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.

Act means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the City.

Annual Cost(s) means for each Fiscal Year, the total of 1) the estimated cost of Services as determined by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous Fiscal Year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2% annually.

Assessor means the Assessor of the County of Riverside.

Assessor's Parcel means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel Number.

Assessor's Parcel Map means an official map of the Assessor designating parcel(s) by Assessor's Parcel Number(s).

Assessor's Parcel Number means the number assigned to an Assessor's Parcel by the County for purposes of identification.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 1-S means the City of Perris Community Facilities District No. 1-S (South Perris Public Services).

CFD Administrator means an official of the City, or designee thereof, responsible for determining the Annual Costs and for levying and collecting the Special Taxes.

Council means the City Council of the City of Perris which acts for the District under the Act.

County means the County of Riverside, California.

Developed Property means for each Fiscal Year, commencing with Fiscal Year 2006/07, each Assessor's Parcel, for which a building permit for new construction was issued prior to May 1 of the previous Fiscal Year.

Exempt Property means an Assessor's Parcel that is not classified as Taxable Property. Exempt Property is not subject to the Special Tax.

Fiscal Year means the period starting on July 1 and ending the following June 30.

Land Use Class means any of the classes listed in Table 1 under Section C below.

Maximum Annual Special Tax means the greatest amount of Special Tax, determined in accordance with Section C below, which may be levied in any Fiscal Year on any Assessor's Parcel.

Multi-Family Unit means all Developed Property for which building permits have been issued for attached residential units.

Non-Residential Property means all Developed Property for which a building permit(s) was issued for a non-residential use.

Public Property means any property within the boundaries of the District, the ownership of which is transferred to a public agency of the District, and is used for rights-of-way or any other purpose and is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency where the public agency has officially agreed to accept the offer of dedication; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

Residential Property means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

Services means services, including 1) police protection services, 2) fire protection services and 3) park maintenance services that are in addition to those services that were provided within the boundaries of CFD 1-S at the time of formation of CFD 1-S.

Single-Family Unit means all Developed Property for which a building permit has been issued for single family detached residential development. Single Family Unit also includes mobile homes within a mobile home park or on other property.

Special Tax means any tax levied within the District pursuant to the Act and this rate and method of apportionment of Special Tax.

State means the State of California.

Taxable Property means all of the Assessor's Parcels within the boundaries of CFD 1-S that are classified as Residential Property or Non-Residential Property.

B. LAND USE CLASSIFICATION

Each Fiscal Year, each Assessor's Parcel within the boundaries of the District shall be classified as Taxable Property, Public Property or Exempt Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall be further classified as either a Single-Family Unit or the number of Multi-Family Units located on such Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATES

Table 1

Base Year

Maximum Special Tax Rates

Land Use Class	Description	Maximum Special Tax	Special Tax Levy Basis
1	Residential Property Single-Family Unit	$313.00	per Unit
2	Residential Property Multi-Family Unit	$156.50	per Unit
3	Non-Residential Property	$1,252.00	per Acre

1. ESCALATION OF MAXIMUM SPECIAL TAX

Each Fiscal Year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this rate and method of apportionment.

2. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT

For each Fiscal Year the Council shall determine the Annual Costs and levy the Special Tax, until the amount of Special Taxes equals the Annual Costs. The Special Tax shall be levied each Fiscal Year as follows:

First: Calculate the available Special Tax revenues by taxing each Assessor's Parcel of Taxable Property at 100% of its Maximum Special Tax. If revenues are greater than the Annual Costs, then reduce the Special Tax proportionately against all Assessor's Parcels until the tax levy is set at an amount sufficient to cover the Annual Costs.

Second: Levy on each Assessor's Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Property.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Assessor's Parcel. It shall be the burden of the landowner to correct any errors in the determination of the Assessor's Parcels subject to the tax and their Special Tax assignments.

E. COLLECTION OF SPECIAL TAXES

Collection of the Special Tax shall be by the County in the same manner as *ad valorem* property taxes and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide other means of collecting the Special Tax if necessary to meet its financial obligations, including direct billings to the property owners.

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

G. TERM OF SPECIAL TAX

The Special Tax shall be levied annually in perpetuity, unless terminated earlier by the Council.

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, ANNEXATION NO. 17

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto (collectively, the "Services").

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 17

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

October 13, 2026

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to CRP/ NC South Perris Owner, as owner or authorized representative of such sole owner of 30.22 acres of the land within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17 (the "Property") and represents thirty-one (31) of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on August 25, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2026-2027 is $465.10 per Single-Family Residential Unit, $232.55 per Multi-Family Residential Unit, and $1,860.40 per acre for Non-Residential parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?	**YES** ☐ **NO** ☐

Number of votes: **31**

Property Owner: **CRP/ NC South Perris Owner**

By: _____

ATTACHMENT 3

RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 17 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 17 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. _____ adopted on October 13, 2026 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 17" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6830 adopted on August 25, 2026 (the "Resolution of Intention"); and

WHEREAS, the notice of election was published in the _____ on the _____ day of _____, 20___; and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on October 13, 2026 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code Sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on October 13, 2026; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on October 13, 2026, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on October 13, 2026, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property, which shall be used for the purposes of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as also set forth in Proposition A.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.

B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.

D. The City Manager, Deputy City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form

required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 1-S
(SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 17

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on October 13, 2026, held in:

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, ANNEXATION NO. 17

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots cast within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 13th day of October, 2026.

CITY OF PERRIS, CALIFORNIA, acting as the LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

COMMUNITY FACILITIES DISTRICT NO. 1-S
(SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 17

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17, Special Election, October 13, 2026	31	_____	_____	_____

PROPOSITION A SUBMITTED TO VOTE OF VOTERS: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services, including all furnishings, equipment and supplies related thereto; police protection services, including, but not limited to, criminal justice services, including all furnishings, equipment and supplies related thereto; park maintenance services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on October 13, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 17 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population , where said Maximum Special Tax Rate for Fiscal Year 2026-2027 is $465.10 per Single-Family Residential Unit, $232.55 per Multi-Family Residential Unit, and $1,860.40 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

CITY OF PERRIS

11.F

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 23-05025 to the City's Flood Control Maintenance District No. 1 (FCMD 1). Owner(s): Basraon, LLC, APN(s): 305-080-082, CUP 23-05025 is located within the Perris Spectrum Shopping Center.

REQUESTED ACTION: That the City Council:

1. Open a Public Hearing on Annexation of CUP 23-05025 to the City's Flood Control Maintenance District No. 1 (Flood Control Facilities)
2. Open 1 Ballot
3. Adopt the Resolution Ordering the Annexation of CUP 23-05025 to the City's Flood Control Maintenance District, Approving the Engineer's Report, and the Levying of the Fiscal Year 2026-2027 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

CUP 23-05025 is an approved development project, approved by Planning Commission on October 18, 2023. The project consists of an 8,000 square foot multi-tenant commercial building consisting of a 3,000 square foot restaurant and two 2,500 square foot tenant spaces on an existing 1.16 acre lot within the Perris Spectrum shopping center. (See attached Location Map).

On September 8, 2026, resolutions were approved stating the City Council's intention to annex this project into the City's Flood Control Maintenance District and set the Public Hearing date for October 13, 2026.

BUDGET (or FISCAL) IMPACT:

The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for the greater of the Consumer Price Index ("CPI") or three

percent (3%), plus energy and water. The current maximum annual assessments, by district, are as follows:

Maintenance District	**Maximum Annual Assessment**
Flood Control Maintenance District No. 1 (Flood Control Facilities)	$ 657.28
Total Maximum Annual Assessment	$ 657.28

Prepared By: Enrique Najera, Managers Assistant

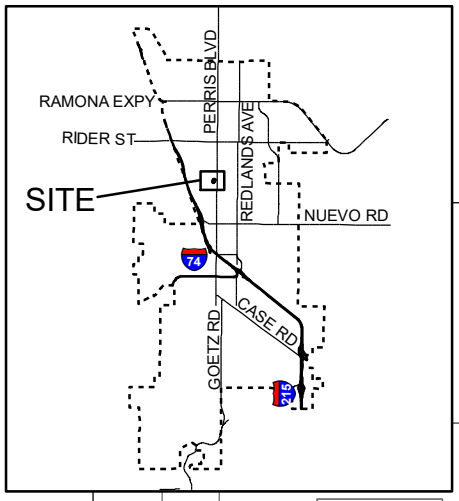
Attachments:
1. LOCATION MAP.pdf
2. ANNEXATION RESOLUTION FOR FCMD NO. 1.pdf

Attachment No. 1

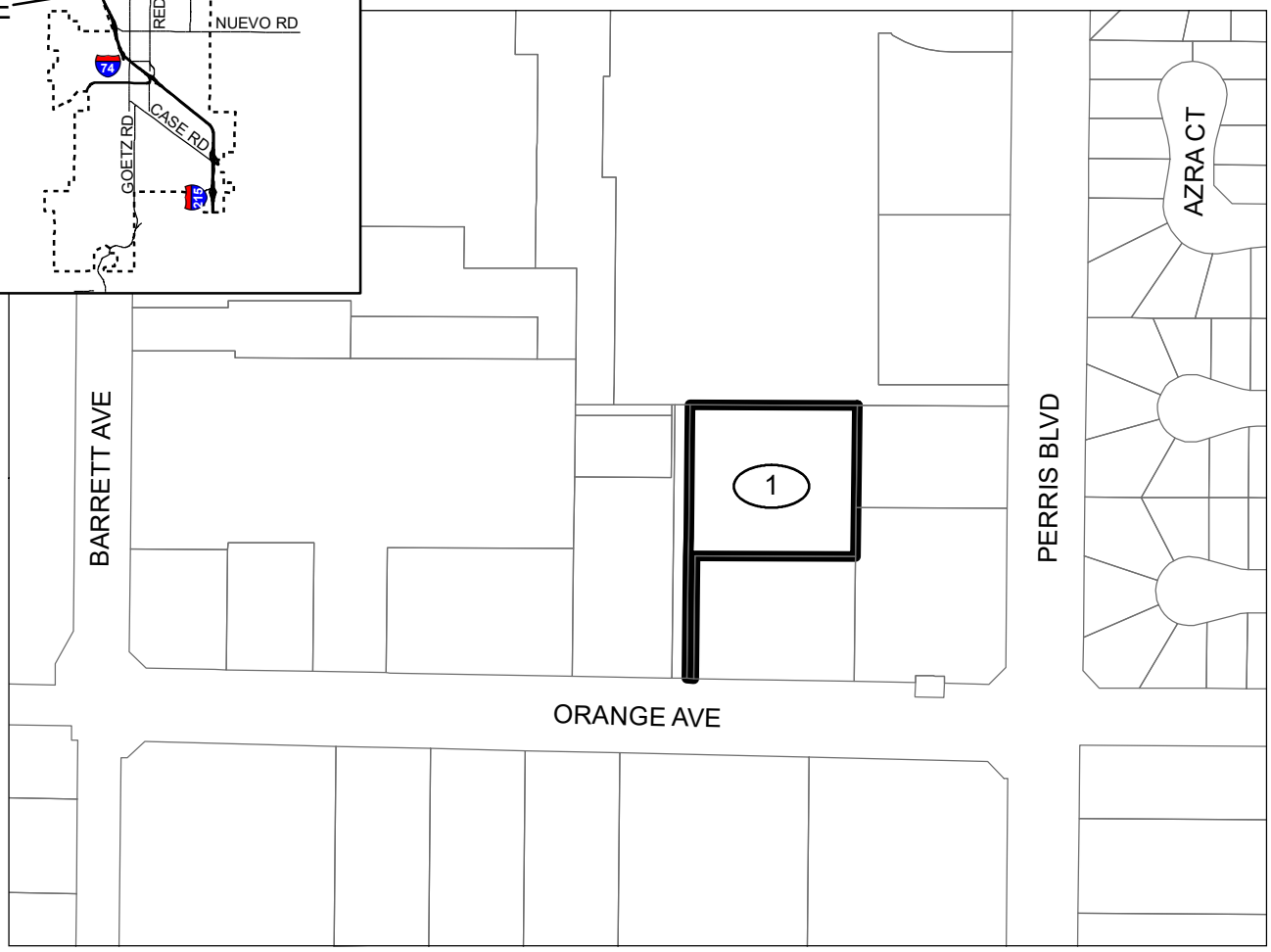
Location Map

ANNEXATION OF CUP 23-052025 TO FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	305-080-082



Owner: Basraon, LLC

Facility	Maximum Annual Assessment
Flood Control Facilities	$657.28
Total Maximum Annual Assessment	$657.28

WILLDAN

Attachment No. 2

Annexation Resolution for FCMD No. 1

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 23-05025 TO BENEFIT ZONE 168, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NO. 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of September 2026, adopt its Resolution of Intention Number 6833 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District No. 1 (the "District"), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 6833, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 6833, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceeding and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

NOW, THEREFORE, BE IT RESOLVED, ADOPTED, SIGNED and ***APPROVED*** by the City Council of the City of Perris, California, as follows:

Section 1. That the public interest and convenience requires the annexation to the District and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 6833, be done and made.

Section 2. Be it further resolved that:

A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved.

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2026-2027 are hereby levied.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

11.G

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of CUP 23-05025 into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 76. CUP 23-05025 is located within the Perris Spectrum Shopping Center. APN(s): 305-080-082. Owner(s): Basraon.

REQUESTED ACTION:

- Open a public hearing on Annexation No. 76 to CFD 2001-3 and determine if there are any protests to the Annexation
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 76 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 76
- Conduct the Special Election relating to Annexation No. 76
- Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 76, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien

CONTACT: Matthew Schenk, CPA, Director of Finance

BACKGROUND/DISCUSSION:

CUP 23-05025 is an approved development project, approved by Planning Commission on October 18, 2023. The project consists of an 8,000 square foot multi-tenant commercial building consisting of a 3,000 square foot restaurant and two 2,500 square foot tenant spaces on an existing 1.16 acre lot within the Perris Spectrum shopping center. (See attached Boundary Map.)

At its meeting on September 8, 2026, the City Council of the City of Perris (the "City Council"), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the

"District"), adopted Resolution No. 6834 ("Resolution of Intention"), declaring its intention to Annex Certain Territory to the District and setting the date of the public hearing to October 13, 2026 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California. The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

BUDGET (or FISCAL) IMPACT:
The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1. Boundary Map.pdf
2. Perris CFD 2001-3 Annex 76 Reso PH-Calling Election.docx
3. Perris CFD 2001-3 Annex 76 Certify Election.docx

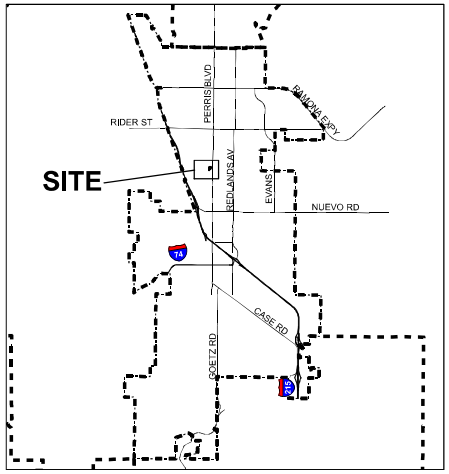
Attachment No. 1

Boundary Map

ANNEXATION MAP NO. 76 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	305-080-082

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2026.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 76, TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 2026, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF PERRIS

FILED THIS _____ DAY OF _____, 2026, AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____, IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. DOCUMENT NO. _____.

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 19, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

Legend

- PROPOSED ANNEXATION BOUNDARY
- (1) MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

N
W E
S

WILLDAN

27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

ATTACHMENT 2

RESOLUTION CALLING FOR SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 76 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 76

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), on September 8, 2026, has heretofore adopted its Resolution No. 6834 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set October 13, 2026 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on October 13, 2026; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and

WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a map as previously approved by the Legislative Body, said map designated "Annexation Map No. 76 to Community Facilities District No. 2001-3, (North Perris Public Safety)," a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 76 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 100, Page 13 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2026-0291970).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit "B" hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 76.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "A" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit "A" to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit "A," the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit "A," to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit "A." Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.

Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 76 to the District and establishing an appropriation limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit "C."

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on October 13, 2026.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 76 during each of the ninety (90) days preceding the closing of the October 13, 2026 public hearing regarding the levy of the special tax on the territory within Annexation No. 76 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on October 13, 2026, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit "A" hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.

Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the

remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.

B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in CFD No. 2001-3 unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 2001-3 means the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

Fiscal Year means the period starting July 1 and ending the following June 30.

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	$265.30	Per Unit
Multi-Family Residential Unit	$53.06	Per Unit
Non-Residential Parcel	$1,061.21	Per Acre

Each Fiscal Year following the Base Year of FY 2005/06, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section B.

2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.

3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 76

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, ANNEXATION NO. 76

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

October 13, 2026

To vote, mark a cross (+) or (X) in the voting square after the word "YES" or after the word "NO." The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to, **Basraon, LLC,** as owner or authorized representative of such sole owner of 1.16 acres of land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76 (the "Property") and represents **2** of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North "D" Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76 in perpetuity to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on October 13, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2026-27 is $402.10 for Single-Family Residential Units, $80.42 for Multi-Family Residential Units, and $1,608.44 per acre for Non-Residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?	**YES** ☐ **NO** ☐

Number of votes: 2

Property Owner: **Basraon, LLC**

By: _____

ATTACHMENT 3

RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF A SPECIAL ELECTION RELATING TO ANNEXATION NO. 76 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 76 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. _____ adopted on October 13, 2026 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 76" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 6834 adopted on September 8, 2026 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on October 13, 2026 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on October 13, 2026; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on October 13, 2026, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on October 13, 2026, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and herby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.

B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Proposition A and Section 3 hereof referred to therein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.

D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen (15) days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and ***APPROVED*** this 13th day of October, 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 _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 13th day of October, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 76

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on October 13, 2026, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, ANNEXATION NO. 76

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 13th day of October, 2026.

CITY OF PERRIS, CALIFORNIA, acting as the LEGISLATIVE BODY OF THE COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS

By: _____

City Clerk, Nancy Salazar

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 76

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION

	Qualified Landowner Votes	Total Votes Cast	YES	NO
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76, Special Election, October 13, 2026	2	_____	_____	_____

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76 in perpetuity to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on October 13, 2026 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 76 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2026-27 is $402.10 for Single-Family Residential Units, $80.42 for Multi-Family Residential Units, and $1,608.44 per acre for Non-Residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

CITY OF PERRIS

11.H

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Introduce and Conduct the First Reading, by title only, of Proposed Ordinance Number (next in order)-a proposal to Update the Stephens' Kangaroo Rat (SKR) mitigation fees for new development projects to include an annual Consumer Price Index (CPI) adjustment.

REQUESTED ACTION: Introduce the first reading of an Ordinance Number (Next In Order) to update the Stephens' Kangaroo Rat (SKR) mitigation fees for new development projects to include an annual Consumer Price Index (CPI) adjustment.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City of Perris is a member of the Riverside County Habitat Conservation Authority (RCHCA), a Joint Powers Authority (JPA) comprised of the County of Riverside and the Cities of Corona, Hemet, Lake Elsinore, Menifee, Moreno Valley, Murrieta, Perris, Riverside, Temecula and Wildomar. As a participating agency, the City of Perris is periodically requested to update applicable Ordnances and Resolutions to authorize the imposition of development impact fees in alignment with RCHCA to help implement the conservation habitat plan.On July 9, 2026, the RCHA Board of directors adopted the 2026 Stephens' Kangaroo Rate (SKR) Habitation Conservation Plan Mitigation Fee Nexus Study to update the fees on new development projects. As a participating Agency, the City of Perris was contacted to update applicable Ordinances and Resolutions to authorize the imposition of development fees in alignment with RCHCA which is established through a Nexus Study.

Adoption of the RCHA Nexus Study by the RCHCA Board does not update the mitigation fee within member jurisdictions. Each member agency must complete its own local adoption process in accordance with Government Code sections 66016,66016.5,66017, and 66001 before the updated fee may be collected.

The proposed Ordinance (see Attachment 1) and 2026 Nexus Study provides the legal basis for the new SKR fee schedule, which provides the following: (i) identifies the purpose of the revised fees; (ii) implements an annual Consumer Price Index for All urban Consumers (CPI-U), (iii) updates the rates

for individual lot, agricultural and all other development. The SKR fee is a critical component of the funding for SKR Habit Conservation Plan implementation. The fee has not been updated since 1996 under adoption of Ordinance 1038 and this update will help ensure the continued successful implementation of the plan.

The chart below illustrates the existing fee and proposed fee with the adjustment, that will be effective January 1, 2027:

Current Fee	As of January 1, 2027	Land Use Type
$ 250.00	$250.00	Individual Single-Family Home Construction (Single Lot)
$ 100.00	$500.00	Agricultural Development Per Gross Acre
$ 500.00	$900.00	All Other Development Per Gross Acre

Beginning January 1, 2027, and annually thereafter, the Stephens' Kangaroo Rat Fee (SKR) shall be adjusted automatically based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County region, or a successor index. The updated fee level is expected to provide the necessary fee revenues in current dollar terms.

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 Commercial Real Estate Development Association (CREDA), 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 of Perris adopt Ordinance Number (Next in Order) to update the SKR fee schedule with an annual CPI adjustment effective January 1, 2027.

This action will maintain compliance with RCHCA guidelines and the Mitigation Fee Act (Gov. Code §§ 66000 et seq.) and will help ensure continued funding for SKR conservation.

BUDGET (or FISCAL) IMPACT:

The cost for staff preparation of this item is covered in the 2026-2027 General Fund budget.

Prepared By: Gustavo Lua, Counter Services Supervisor

Attachments:

1 - PROPOSED ORDINANCE NEXT IN ORDER.pdf
2 - ORDINANCE 1038 STEPHENS KANGAROO RAT.pdf
3 - NEXUS STUDY.pdf

4 - NOTICE OF PUBLIC HEARING.pdf

ATTACHMENT 1

ORDINANCE NO. (NEXT IN ORDER)

ORDINANCE NO. (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPLACING ORDINANCE NO. 1038 ESTABLISHING THE RIVERSIDE COUNTY STEPHENS' KANGAROO RAT HABITAT CONSERVATION PLAN FEE ASSESSMENT AREA AND SETTING MITIGATION FEES

The City Council of the City of Perris ("City Council") Ordains as Follows:

Section 1. TITLE. This ordinance shall be known as the Stephens' Kangaroo Rat Mitigation Fee Ordinance.

Section 2. FINDINGS. The City of Perris finds and determines that:

(a) The Stephens' Kangaroo Rat is listed as a threatened species by the State of California Department of Fish and Wildlife.

(b) The U.S. Fish and Wildlife Service has listed the Stephens' Kangaroo Rat as an endangered species, effective October 31, 1988, pursuant to the Federal Endangered Species Act of 1973, 16 U.S.C. Section 1531 et. seq., which was downlisted to threatened on March 21, 2022.

(c) Following the federal listing of the Stephens' Kangaroo Rat as a threatened species, occupied habitat of the species may not be altered without a Section 10(a) permit issued by the Secretary of the Interior. All requests for a Section 10(a) permit must be accompanied by a Habitat Conservation Plan approved by the U.S. Fish and Wildlife Service. Said permit will then allow for the loss of occupied habitat due to development on the basis that the Habitat Conservation Plan will provide protection for the species and guarantee its survival.

(d) Development within the historic range of the Stephens' Kangaroo Rat has resulted in loss and degradation of occupied Stephens' Kangaroo Rat habitat, increased isolation of Stephens' Kangaroo Rat populations, reduction of potential habitat areas for future colonization, and elimination of corridors which allow the species to relocate as environmental conditions warrant.

(e) The Stephens' Kangaroo Rat's survival cannot be insured on small, isolated acreages surrounded by, or in close proximity to, development or human populations.

(f) Impacts to the Stephens' Kangaroo Rat are not limited to loss or degradation of actually occupied habitat only.

(g) The successful completion and implementation of a Habitat Conservation Plan for the Stephens' Kangaroo Rat would be jeopardized by not implementing a procedure that requires review of each proposed development within the Fee Assessment Area to determine the best means of mitigating impacts to the Stephens' Kangaroo Rat.

(h) Each proposed development project shall be reviewed to determine the most appropriate course of action to ensure the survival of the species through one or more of the following: (1) on-site mitigation of impacts to the Stephens' Kangaroo Rat through the reservation or addition of lands included within or immediately adjacent to a potential habitat reserve site, or (2) payment of the Mitigation Fee set by this ordinance or (3) any combination of (1) and (2) consistent with the intent and

purpose of this ordinance. A proposed development project may be referred, for review, to Federal and State resource agencies based upon criteria which may be established and agreed upon by the City and said agencies.

(l) A program providing for off-site project mitigation in accordance with the development of a Habitat Conservation Plan will provide a mechanism for establishing sufficient habitat areas which can be effectively protected and managed for the Stephens' Kangaroo Rat's survival and recovery.

(j) The Stephens' Kangaroo Rat Habitat Conservation Plan provides a regional conservation and permitting framework necessary to allow development within the SKR Plan Area. All Mitigation Fees collected pursuant to the provisions of this ordinance shall be used for the development, preparation and implementation of a Habitat Conservation Plan for the Stephens' Kangaroo Rat, including, but not limited to, the management of habitat reserve sites, and for the application of a Section 10(a) permit under the Federal Endangered Species Act of 1973, as well as authorization to take the species pursuant to the California Endangered Species Act.

(k) Adoption of this ordinance will provide mitigation for projects within the historical range of the Stephens' Kangaroo Rat allowing said projects to proceed during the implementation of the updated Habitat Conservation Plan for the Stephens' Kangaroo Rat, provided said projects are not located in areas identified as and meeting the criteria for potential habitat reserve sites needed for the conservation of the species. The approval of such development projects could jeopardize the survival of the species and therefore would be inconsistent with a Habitat Conservation Plan, even if the Mitigation Fee is paid.

(l) Adoption and implementation of this ordinance demonstrates the City's intent to cooperate with federal and state agencies to provide for the survival of the Stephens' Kangaroo Rat.

(m) The passage of this ordinance is intended to be consistent with the requirements of state and federal environmental legislation, including the California Environmental Quality Act.

(n) The Riverside County Habitat Conservation Agency Board of Directors adopted the 2026 SKR Habitat Conservation Plan Nexus Study on July 9, 2026.

(o) The Nexus Study was made publicly available at least 30 days prior to the public hearing in compliance with Government Code section 66016.

(p) The Nexus Study establishes the reasonable relationship and proportionality required under Government Code section 66001.

(q) The City of Perris has reviewed and considered the Nexus Study and incorporates it herein by reference.

Section 3. PURPOSE. The purpose of this Ordinance is to fund implementation of the Updated Stephens' Kangaroo Rat Habitat Conservation Plan to maintain incidental take authorization for development within the SKR Plan Area. It is the further purpose of this ordinance to provide a method for mitigation of impacts to the Stephens' Kangaroo Rat caused by the loss of its habitat due to development during the implementation of the Updated Habitat Conservation Plan and provide for habitat mitigation to be identified in the Habitat Conservation Plan. Mitigation of impacts to the Stephens' Kangaroo Rat will be accomplished through the review of each proposed development project within the Fee Assessment Area to determine whether on-site mitigation through the

reservation or addition of lands included within or immediately adjacent to a potential habitat reserve site or payment of the Mitigation Fee or a combination of both is appropriate and furthers the ultimate Habitat Conservation Plan objectives. A proposed development project may be referred, for review, to Federal and State resource agencies based upon criteria which may be established and agreed upon by the City and said agencies.

This ordinance provides for the establishment of this review process and satisfaction of on-site mitigation to protect potential habitat reserve sites or payment of the Mitigation Fee or a combination of both, which upon implementation will satisfy U.S. Fish and Wildlife Service, California Department of Fish and Wildlife.

Section 4. DEFINITIONS. As used in this ordinance, the following terms shall have the following meanings:

(a) **CITY COUNCIL**. The City Council for the City of Perris.

(b) **CERTIFICATE OF OCCUPANCY**. "Certificate of Occupancy" shall mean a certificate of occupancy as defined by the Ordinances of the City, or if no definition therein exists, as defined by the laws of the State of California.

(c) **CITY.** The City of Perris

(d) **DEVELOPMENT PERMIT.** An on or offsite grading, building or surfacing mining permit or mobile home installation permit or mobile home site preparation permit or any other permit or authorization which permits or authorizes the disturbance of land.

(e) **FEE ASSESSMENT AREA**. All real property located within the area as described in Section 5 of this ordinance.

(f) **FINAL INSPECTION**. "Final Inspection" shall mean a final inspection as defined by the Ordinances of the City, or if no definition exists, then as such term is defined in the most current adopted version of the California Building Code, or if no definition therein exists, then as such term is defined by the laws of the State of California.

(g) **HABITAT CONSERVATION PLAN**. A plan prepared pursuant to Section 10(a) of the Federal Endangered Species Act of 1973, 16 U.S.C. Section 1539 and applicable provisions of the California Endangered Species Act, California Fish and Game Code Section 2050 et seq.

(h) **MITIGATION FEE**. The fee imposed pursuant to the provisions of this ordinance.

(i) **PARCEL**. All real property located within the parcel or parcels for which a development permit is applied.

(j) **RESIDENTIAL UNIT**. A building or portion thereof used by one (1) family and containing but one (1) kitchen, and designed for single family residential purposes only.

(k) **SECTION 10(a) PERMIT**. A permit issued by the Secretary of the Interior pursuant to Section 10(a) of the Federal Endangered Species Act of 1973, 16 U.S.C. Section 1539.

(l) **STEPHENS' KANGAROO RAT**. An animal species known as *Dipodomys Stephensi*.

(m) **GRADING PERMIT.** "Grading Permit" shall mean a grading permit as defined by the Ordinances of the City, or if no definition exists, then as such term is defined

in the most current adopted version of the California Building Code, or if no definition therein exists, then as such term is defined by the laws of the State of California. However, that for purposes of this ordinance, 'grading permit' shall not include the following:

(1) A grading permit wherein grading was previously performed pursuant to a grading permit issued within one (1) year prior to November 15, 1988, and subsequently inspected and approved by the City of Perris Building and Safety Division. In addition, the area to be graded pursuant to said permit shall be the same or substantially the same area previously graded.

(2) A grading permit for real property upon which a detached or attached second unit will be constructed pursuant to Ordinance No 1465

Section 5. DESIGNATION OF THE FEE ASSESSMENT AREA.

The Mitigation Fee imposed pursuant to this Ordinance shall apply to all new development within the City, including all real property currently within the City limits and any real property subsequently annexed into the City

Section 6. **MITIGATION FEE**. All applicants for development permits within the boundaries of the Fee Assessment Area who cannot satisfy mitigation requirements through on-site mitigation as determined through the environmental review process shall pay a Mitigation Fee of $900.00 per gross acre of the parcels proposed for development. However, for single-family residences on a single legally created lot, where the building permit is issued to an individual property owner and is not part of a subdivision, tract development, or any coordinated multi-unit residential development, a Mitigation Fee of $250.00 shall be paid; and for agricultural development which requires a development permit excluding the construction of single family residences in connection with said agricultural development, a Mitigation Fee of $500 per gross acre shall be paid.

Section 7. **IMPOSITION OF FEE**. No development permit for real property located within the boundaries of the Fee Assessment Area shall be issued or approved except upon the condition that on-site mitigation will be provided as determined through the environmental review process or the Mitigation Fee required by this ordinance be paid, and it is determined that said development will not jeopardize the implementation of a Habitat Conservation Plan for the Stephens' Kangaroo Rat.

Section 8. PAYMENT OF FEE. The Mitigation Fee shall be paid upon issuance of a building permit or a certificate of occupancy or upon final inspection, whichever occurs first. Payment of the Mitigation Fee shall satisfy City conditions of approval previously placed on development permits with regard to impact mitigation for the Stephens' Kangaroo Rat which have not been previously satisfied and no further review and approval pursuant to the provisions of this ordinance shall be required.

For a parcel subject to a surface mining permit, the Mitigation Fee due pursuant to the provisions of this ordinance shall be paid upon submission of an application for a special inspection permit under Perris Municipal Code Chapter 19.66 prior to the

commencement of the mining operation or in the alternative, may be paid in increments upon submission of an application for a special inspection permit under Perris Municipal Code Chapter 19.66 prior to the commencement of each phase of the mining operation authorized by the surface mining permit. Each increment of payment shall be equal to $1,950.00 multiplied by the sum of (1) the total number of surface acres of land within the applicable phase pursuant to the surface mining permit and (2) the quotient which results from dividing the total number of acres of land covered by the surface mining permit and subject to this ordinance, which are prohibited from disturbance or designated as setback or buffer areas pursuant to the surface mining permit, by the total number of approved phases. The total number of surface acres of land within each phase shall be determined through a physical survey prepared by a licensed surveyor or registered civil engineer.

Section 9. REDUCTION FOR NON-PROFIT ENTITIES. The fees required pursuant to Section 6 shall be reduced by 75 percent for non-profit entities. For purposes of this section, non-profit entities shall be defined as those entities identified in 26 U.S.C. Section 501(c)(3).

Section 10. EXEMPTIONS. For purposes of this ordinance, the following types of development shall not be required to pay the Mitigation Fee unless such development voluntarily participates in order to mitigate the disturbance of occupied Stephens' Kangaroo Rat habitat:

(a) Reconstruction of any structure damaged or destroyed by fire or other natural causes;

(b) Rehabilitation or remodeling of existing structures, or additions to existing structures;

(c) Development of any parcel for which the California Department of Fish and Wildlife and United States Fish and Wildlife Service has approved other mitigation procedures;

(d) Development of any parcel used by local, state or federal entities for governmental purposes (i.e. public works, schools);

(e) Development of any parcel for which the Mitigation Fee has been previously paid. However, in instances where the fee previously paid was the fee for single family residential development, wherein all lots within the development were greater than 1/2 gross acre in size, and the applicant for a development permit subsequently requests an increase in residential density or a change from a residential to a non-residential use, or in instances where the fee previously paid was the fee for agricultural development and the applicant for a development permit subsequently requests a change from an agricultural to a residential, commercial or industrial use, the fee shall be recalculated for the new density or use pursuant to the provisions of this ordinance. Any difference between the recalculated fee and the previously paid fee shall be required to be paid by the

applicant. Development of any parcel for which approval of an amendment, minor change or revision to a tentative tract map or tentative parcel map is sought; or development of any parcel for which approval of a request for substantial conformance or a revised conditional use permit, public use permit or plot plan is sought; or development of any parcel for which approval of an application for substantial conformance or a minor change to a surface mining permit is sought; and all grading permits necessary for the development of the parcel have previously been issued.

Section 11. REFUND.

(1) In the event that the fee provided for by the final Habitat Conservation Plan is less than the Mitigation Fee paid, the current property owner of record may apply for a partial refund of said fee. The amount of any refund due shall be determined by the City in its sole discretion after review of said application.

(2) If an applicant for a development permit has paid the Mitigation Fee as a result of an administrative calculation error, has paid the fee that results in double/duplicate payment for the same permit or parcel, or has paid the fee for a parcel outside and Fee Assessment Area, the applicant may apply for a refund of the Mitigation Fee paid at no cost to applicant. The Director of Development Services shall make the determination as to whether the applicant is entitled to a refund of the fee paid and shall provide a refund, if appropriate.

Section 12. FEE ADJUSTMENT. The Mitigation Fee shall be that amount established by the Riverside County Habitat Conservation Agency Board of Directors, as may be amended from time to time, consistent with Government Code sections 66000 et seq. The Board of Supervisors hereby authorizes implementation of such fee as adopted by the RCHCA Board.

Beginning July 1, 2027, and annually thereafter, the fee shall be adjusted automatically based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County region, or a successor index.

Any adjustment to the mitigation fee that increases the fee beyond an authorized annual inflation adjustment shall be supported by findings consistent with Government Code section 66001 and shall be based upon an adopted or updated nexus study where required by law. Prior to adoption of any such adjustment, the nexus study and supporting data shall be made publicly available in accordance with Government Code section 66016, including posting at least thirty (30) days before the public hearing. Any substantive increase in the mitigation fee shall become effective no earlier than sixty (60) days following adoption, consistent with Government Code section 66017.

Adjustments to the Mitigation Fee shall be prospective only. The amount of the Mitigation Fee applicable to any development permit shall be the fee in effect at the time of payment.

Nothing herein shall preclude the Board from considering changes in projected development levels, anticipated revenues, availability of other funding sources, or updated cost information in determining the appropriate Mitigation Fee amount.

Section 13. FEE ADMINISTRATION. All Mitigation Fees collected pursuant to the provisions of this ordinance shall be deposited into a Mitigation Fee Account. Funds in said account shall be expended solely for the development, preparation and implementation of a Habitat Conservation Plan for the Stephens' Kangaroo Rat, including the acquisition of habitat reserve sites, and for the application for a Section 10(a) permit under the Federal Endangered Species Act of 1973.

Section 14. VALIDITY. This ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby. If any part, sentence, paragraph, section or clause of this ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this ordinance, or person or entity; and shall not affect or impair any of the remaining provisions, parts, sentences, paragraphs, sections or clauses of this ordinance, or its application of other persons or entities. The City hereby declares that this ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this ordinance not been included herein; or had such person or entity been expressly exempted from the application of this ordinance.

Section 15. CREDIT. Where a development project is subject to the provisions of a Development Agreement entered into with the City pursuant to the provisions of Government Code Section 65864 et seq. and the project involves the construction of residential units, the Mitigation Fee required to be paid pursuant to the provisions of this ordinance shall be reduced by $175.00 per residential unit.

Section 16. EFFECTIVE DATE. Pursuant to Government Code section 66017, this Ordinance shall take effect on January 1, 2027. The Mitigation Fee is a required component of the Updated Habitat Conservation Plan for the Stephens' Kangaroo Rat. The city council declares that this ordinance shall be construed as a continuation of existing Ordinance No. 1038 and not as a new enactment, except as to any provisions of this ordinance which are inconsistent therewith. Any development permit previously issued pursuant to Ordinance No. 1038 and complying therewith shall be deemed to comply with this ordinance.

Adopted: 1038 Adopted 07/08/1996 (Eff: 09/08/1996)

ATTACHMENT 2

Ordinance 1038

ORDINANCE NUMBER 1038

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REPEALING ORDINANCE NUMBER 840 AND ESTABLISHING DEVELOPMENT REQUIREMENTS TO BENEFIT HABITAT CONSERVATION EFFORTS

The City Council of the City of Perris ("City Council") does ordain as follows:

Section 1. *TITLE.* This Ordinance shall be known as the Habitat Conservation Ordinance.

Section 2. *FINDINGS.* The City Council finds and determines that:

(a) The Legislature of the State of California has found and declared that certain species of fish, wildlife and plants are in danger of, or threatened with, extinction due to habitat destruction and exploitation.

(b) The Legislature has further found and declared that these species of fish, wildlife and plants are of historical, economic and scientific value to the people of this State and the conservation, protection and enhancement of these species and their habitat is of state-wide concern.

(c) The Legislature has further found and declared that it is the policy of the State to conserve, protect, restore and enhance the habitat of species that are listed as threatened or endangered, candidates for such listing as well as other species of concern (collectively, listed candidates for listing and other species of concern shall hereinafter be referred to as "Species of Concern").

(d) The Congress of the United States has found and declared that the preservation of Species of Concern is an important national an regional issue which requires the cooperation of cities, counties, the states, the federal government and the owners of property affected by these species.

(e) The listing of the Stephens' Kangaroo Rat as an endangered species has resulted in significant adverse economic impacts upon the City and western Riverside County and is likely to have contributed to the recent decline in property values of not only lands which are occupied, but also lands which are not occupied by that species.

(f) City, together with the Cities of Corona, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Riverside and Temecula and the County of Riverside have formed the Riverside County Habitat Conservation Agency ("RCHCA") whose purpose is to plan for, acquire, administer, operate and maintain land and facilities for ecosystem conservation and the creation of habitat reserves to implement habitat and ecosystem conservation plans and programs for the Species of Concern. The RCHCA, and each of its members, including City, have recently adopted the "Habitat Conservation Plan for the Stephens' Kangaroo Rat in Western Riverside County, California" ("SKRHCP") and have been issued an incidental take permit from the United States Fish and Wildlife Service and Management Authorization from the California Department of Fish and Game, all of which documents require certain implementation actions on the part of its members, including the City.

(g) The City Council has previously adopted Ordinance Number 840 which imposed an impact and mitigation fee of $1,950 per acre to be used exclusively for the preparation and implementation of a habitat conservation plan for the Stephens' Kangaroo Rat.

(h) The Board of Directors of the RCHCA has recommended to each of its members that each city and the county amend its Ordinance (i) to enact the implementation measures as set forth in the SKRHCP, the Section 10(a) Permit and the Management Authorization; and, (ii) to reduce the impact and mitigation fee to $500 per acre. The recommendations of the RCHCA with respect to the Impact and Mitigation Fee is based upon the current cash reserves of the RCHCA, its likely expenditures during the ensuing three (3) years to implement the terms of the SKRHCP, which will benefit many other Species of Concern, and to negotiate and develop an ecosystem based multiple species habitat conservation plan which will protect all species in order to reduce the likelihood of additional state or federal listings and to support permits to take Species of Concern should they be listed in the future.

(i) The City Council has determined that the benefits accruing to parcels which are occupied by the Stephens' Kangaroo Rat as well as those which are not so occupied are roughly proportional and that a meaningful parcel by parcel evaluation of the benefits which will accrue to those parcels as a result of the implementation of the SKRHCP would not result in a meaningful difference in the amount of the fee so imposed.

SECTION 3. *PURPOSES.* The purposes of this Ordinance are:

(a) to adopt and require certain implementation measures a required by the SKRHCP, the Section 10(a) Permit and the Management Authorization; and

(b) to adopt and impose an Impact and Mitigation Fee to provide funds to the RCHCA to implement the terms of the SKRHCP.

SECTION 4. *DEFINITIONS.* As used in this Ordinance, the following terms shall have the following meanings.

(a) *CERTIFICATE OF OCCUPANCY.* "Certificate of Occupancy" shall mean a certificate of occupancy as defined by the Ordinances of the City, or it no definition therein exists, as defined by the laws of the State of California.

(b) *DEVELOPMENT PERMIT.* An on or offsite grading, building or surface mining permit or mobile home installation permit or mobile home site preparation permit or any other permit or authorization which permits or authorizes the disturbance of land.

(c) *PLAN AREA.* All real property located within the City situated within the boundaries described in Section 5 of this Ordinance.

(d) *FINAL INSPECTION.* "Final Inspection" shall mean a final inspection as defined by the Ordinances of the City, or if no definition therein exists, then as such term is defined in the most current adopted version of the Uniform Building Code, or if no definition therein exists, then as such term is defined by the laws of the State of California.

(e) *HABITAT CONSERVATION PLAN.* A plan prepared pursuant to Section 10(a) of the Federal Endangered Species Act of 1973, 16 U.S.C. Section 1539 and applicable provisions of the California Endangered Species Act, California Fish and Game Code Section 2050 et seq.

(f) *IMPACT AND MITIGATION FEE.* The fee imposed pursuant to the provisions of this Ordinance.

(g) *PARCEL.* All real property located within the parcel or parcels for which a development permit is applied.

SECTION 5. *PLAN AREA.* All those certain lands located within the boundaries described in Exhibit "A" attached hereto and incorporated herein by this reference, which are located within the City are hereby designated the Plan Area for the SKRHCP.

SECTION 6. *LAND DISTURBANCE REPORTS.*

(a) Until the City has been notified by the RCHCA that those certain Core Reserves as identified in the SKRHCP have been completed, the City from information provided by the applicant for the Development Permit, shall complete and deliver to the RCHCA a Land Disturbance Report for all Development Permits issued for real property located within the boundaries of the Plan Area which shall set forth the location of the land disturbed, the number of acres within the parcel to be developed, the amount of the Impact and Mitigation Fee paid, if any, and the number of acres occupied by Stephens' Kangaroo Rats which have been disturbed, if any, as described in a biological survey, if required.

(b) The City shall complete and deliver to the RCHCA a Core Reserve Land Disturbance Report, from information provided by the applicant, which sets forth the nature of the project, the number of acres occupied by the Stephens' Kangaroo Rats which will be disturbed and the mitigation paid or provided as required by the SKRHCP for Development Permits for real property located within the boundaries of any Core Reserve which may now or in the future be located within the boundaries of the City as identified in the SKRHCP.

(c) The City shall cause all Land Disturbance Reports and all Core Reserve Land Disturbance Reports to be forwarded to the RCHCA no later than the 15th day of each month.

SECTION 7. *BIOLOGICAL SURVEYS.* Prior to the issuance of any Development Permit for any project which meets the following criteria, the applicant for such Development Permit for projects located within the boundaries of the Plan Area shall provide the City with a biological survey for Stephens' Kangaroo Rat:

(a) Until the City has been notified by the RCHCA that the Core Reserves as identified in the SKRHCP have been completed, any Development Permit for projects within known Stephens' Kangaroo Rat occupied habitat according to the most recent Stephens' Kangaroo Rat distribution map available to the City.

(b) Any Development Permit for projects within any Core Reserve as identified in the SKRHCP.

(c) Notwithstanding the foregoing, a biological survey shall not be required in the following instances:

(1) *Emergencies:* Actions taken by the City or other public agencies in response to public emergencies including but not limited to, floods, earthquakes and fires.

(2) *Secondary Structures:* Construction of secondary structures including, but not limited to garages, granny units and swimming pools on developed lots.

(3) *Agriculture:* Bona fide agricultural activities which do not involve the construction of permanent improvements which require building permits.

(4) *Fire Prevention:* Fire prevention activities as set forth in that certain Cooperative Agreement regarding Fire Prevention entered into among the City, the California Department of Fish and Game and the United States Fish and Wildlife Service dated February 16, 1995 and any subsequent amendments thereto.

SECTION 8. IMPOSITION OF IMPACT AND MITIGATION FEE.

(a) All applicants for Development Permits within the boundaries of the Plan Area shall pay an Impact and Mitigation Fee of Five Hundred Dollars ($500) per gross acre located within the parcel to be developed and the area disturbed by related offsite improvements except as provided in Section 10 hereof. No Development Permit for real property located within the boundaries of the Plan Area shall be issued or approved without the payment of the Impact and Mitigation Fee and the submission of the biological survey as required by this Ordinance.

(b) Impact and Mitigation Fees shall be reduced by seventy-five percent (75%) for nonprofit entities. For purposes of this section, nonprofit entities shall be defined as those entities identified in 26 U.S.C. 501(c)(3).

(c) Impact and Mitigation Fees for single family residential developments, wherein all lots within the development are greater than one-half (1/2) gross acre in size, shall be Two Hundred Fifty Dollars ($250) per residential unit.

(d) Agricultural development which requires a development permit, including but not limited to dairy farms and excluding poultry farms and the construction of single family residences in connection with said agricultural development, an Impact and Mitigation Fee of One Dollar ($1) per square foot of the buildings to be constructed shall be paid provided that at no time shall such fee exceed the amount required to be paid if a fee of $500 per gross acre were applied to the parcel proposed for agricultural development.

SECTION 9. PAYMENT OF FEE.

(a) The Impact and Mitigation Fee shall be paid upon issuance of a Development Permit or a Certificate of Occupancy or upon Final Inspection, whichever first occurs after the effective date of this Ordinance. In those cases where a Development Permit has been previously issued and Impact and Mitigation Fees have previously been paid pursuant to the provisions of this Ordinance or Ordinance Number 840 but such Development Permit has expired, the applicant for a new Development Permit on the same property, upon submission of proof of such payment satisfactory tot he Director of Planning and Community Development shall pay the Impact and Mitigation Fee less the amount previously paid. In the event the fee previously paid was more than the Impact and Mitigation Fee, the applicant shall not be entitled to a rebate.

(b) The Impact and Mitigation Fee payable for parcels for which a surface mining permit is sought shall be paid upon submission of an application for a special inspection permit pursuant to Riverside County Ordinance Number 555 ("Ordinance Number 555") prior to the commencement of the mining operation or in the alternative, may be paid in increments upon submission of an application for a special inspection permit under Ordinance Number 555 prior to the commencement of each phase of the mining operation authorized by the surface mining permit. Each increment of payment shall be equal to $500 multiplied by the sum of (1) the total number of acres of land within the applicable phase pursuant to the surface mining permit; and (2) the quotient which results from dividing the total number of acres of land covered by the surface mining permit and subject to this Ordinance which are prohibited from disturbance or designated as setback or buffer areas pursuant to the surface mining permit, by the total number of approved phases. The total number of acres of land within each phase shall be determined by a physical survey prepared by a licensed surveyor or registered civil engineer.

SECTION 10. EXEMPTIONS. For purposes of this Ordinance, applicants for Development Permits for the following types of development shall not be required to pay an Impact and Mitigation Fee unless such applicant voluntarily participates in order to mitigate the disturbance of habitat occupied by the Stephens' Kangaroo Rat.

(a) Reconstruction of any structure damaged or destroyed by fire or other natural causes.

(b) Rehabilitation or remodeling of existing structures, or additions to existing structures.

(c) Development of any parcel for which the California Department of Fish and Game and the United States Fish and Wildlife Service has approved other mitigation procedures; provided, however, that in the event the cost of such mitigation measures equal an amount less than the total amount of the Impact and Mitigation Fee imposed hereby, the applicant for a Development Permit shall pay the difference between the cost of the approved mitigation procedures and the Impact and Mitigation Fee which would otherwise be payable pursuant to the terms of this Ordinance.

(d) Development of any parcel used by local, state or federal governments for governmental purposes (i.e. public works, schools).

(e) Development of any parcel for which an Impact and Mitigation Fee has been previously paid pursuant to this Ordinance or Ordinance Number 840. However, in instances where the fee previously paid was the fee for single family residential development, wherein all lots within the development were greater than one-half (1/2) gross acre in size, and the applicant for a development permit subsequently requests an increase in residential density or a change from a residential to a non-residential use, or in instances where the parcel has previously been developed for agricultural purposes and the applicant for a Development Permit subsequently requests a change from an agricultural to a residential, commercial or industrial use, the fee shall be recalculated for the new density or use pursuant to the provisions of this Ordinance. Any difference between the recalculated fee and the previously paid fee shall be required to be paid by the applicant, but in the event the fee previously paid is more than the Impact and Mitigation Fee imposed by this Ordinance the applicant shall not be entitled to a rebate.

(f) The construction of public utility transmission facilities. Said exemptions shall not include substations, treatment facilities or pumping stations.

(g) Development of any parcel for construction of a detached or attached accessory living quarters will be constructed on a parcel of real property upon which the main building to which the detached or attached accessory living quarters has previously been lawfully constructed.

SECTION 11. *REPEAL.* The provisions of this Ordinance are intended to repeal and replace in its entirety Ordinance Number 840.

SECTION 12. *FEE ADMINISTRATION.* All Impact and Mitigation Fees collected pursuant to the provisions of this Ordinance shall be deposited into an interest-bearing Impact and Mitigation Fee account and the fee and any interest earned shall be forwarded to the RCHCA on or before the 15th day of each month, for expenditure by it for the purposes for which it was created.

SECTION 13. *VALIDITY.* This Ordinance and the various parts, sections and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby. In any part, sentence, paragraph, section or clause of this Ordinance, or its application to any person or entity is adjudged unconstitutional or invalid, such unconstitutionality or invalidity shall affect only such part, sentence, paragraph, section or clause of this Ordinance, or person or entity and shall not affect or impair any of the provisions, parts, sentences, paragraphs, sections or clauses of this Ordinance, or its application to other persons or entities. The City Council hereby declares that this Ordinance would have been adopted had such unconstitutional or invalid part, sentence, paragraph, section or clause of this Ordinance not been included herein, or had such person or entity been expressly exempted from the application of this Ordinance.

SECTION 14. *URGENCY MEASURE.* This Ordinance is declared to be an urgency measure and shall become effective immediately. The facts which constitute such urgency are as follows:

(a) The RCHCA and its constituent members, including the City were issued in their Section 10(a) permit from the United States Fish and Wildlife Service and their Management Authorization from the California Department of Fish and Game which allows the incidental take of the Stephens' Kangaroo Rat on or about May 7, 1996. The terms of such permit require that certain implementation measures be immediately instituted by both the RCHCA and its members, including the City.

(b) The failure to immediately adopt such implementation measures are grounds for termination or suspension of said Section 10(a) Permit and Management Authorization, The Provisions of this Ordinance adopt the measures necessary in order to allow the City to implement the terms of the Section 10(a) Permit and Management Authorization.

(c) The previous Mitigation Fee adopted by Ordinance Number 840 was $1950 per acre. The RCHCA and its constituent members, including the City, have been discussing the possible reduction of the fee to the level set by this Ordinance for over 3 months. As a result of these discussions, those seeking Development Permits have delayed applications for such permits in the hope that the Fee would be reduced. A further delay of 60 days in seeking Development Permits would have significant economic effects not only on the construction and building industries, but also upon the financial affairs of the City as well as the RCHCA which relies upon the Impact and Mitigation Fee to implement the provisions of the SKRHCP. Failure to implement the terms of the SKRHCP and the attendant Section 10(a) Permit and Management Authorization could result not only in the revocation, termination or suspension thereof, but could also have a significant deleterious effect upon the conservation, protection, restoration and enhancement of the Stephens' Kangaroo Rat populations in western Riverside County.

ADOPTED, SIGNED and *APPROVED* this 8th day of July, 1996.

MAYOR OF THE CITY OF PERRIS

Attest:

City Clerk

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

I, Beti An Hynes, duly elected City Clerk of the City of Perris, California, do hereby certify that the foregoing Ordinance Number 1038 was introduced at a regular meeting thereof held on July 8, 1996 and adopted by the City Council of the City of Perris at a regular meeting thereof held on the 8th day of July, 1996, by the following called vote:

Ayes:	Landers, Yarbrough, Torres, Denney and Long
Noes:	None
Absent:	None

CITY CLERK

ATTACHMENT 3

Nexus Study

https://www.rchca.us/DocumentCenter/View/1091

Economic & Planning Systems, Inc.
The Economics of Land Use

STEPHENS' KANGAROO RAT HABITAT CONSERVATION PLAN NEXUS STUDY

REPORT

Prepared for:
Riverside County Habitat Conservation Agency

Prepared by:
Economic & Planning Systems, Inc.

June 4, 2026

EPS #244054

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1. Introduction and Summary of Findings

This report provides the technical documentation required to update the Stephens' Kangaroo Rat (SKR) mitigation fee under the State of California's Mitigation Fee Act (MFA). The SKR fee is a critical component of the funding approach for SKR Habitat Conservation Plan (Plan) implementation. The fee has not been updated since 1996 and this update will help ensure the continued successful implementation of the plan and the associated benefits of the streamlined incidental take permitting it provides to new development.

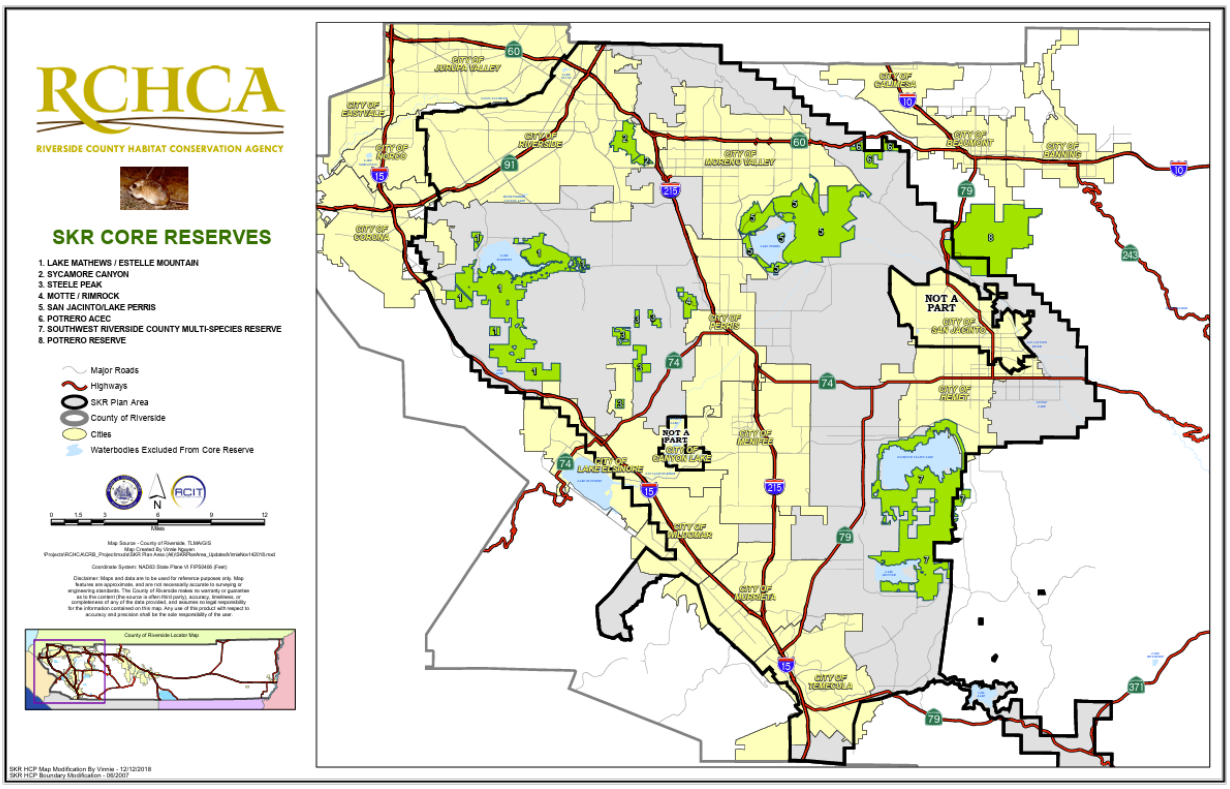
This first chapter includes background on the SKR HCP, the recommended updated fee schedule, and a summary of the technical findings. The subsequent chapters provide detailed technical analysis and the required nexus findings for fee updates under the Mitigation Fee Act.

SKR HCP Background

The Riverside County Habitat Conservation Agency (RCHCA) was formed as a Joint Powers Authority to implement the SKR HCP. Today, there are eleven member jurisdictions in the SKR Plan Area (see **Figure 1**). RCHCA's activities include managing approximately 46,000 acres of reserve lands in Riverside County and biological research to study and protect the SKR population. As of 2022, the SKR is considered a federal and state threatened species, downlisted from its original federal endangered status. The SKR mitigation fee is a critical funding source for RCHCA's ongoing activities.

The original SKR mitigation fee was set at $1,950 per acre in 1988 and was decreased to $500 per acre in 1996 at the time of completion and approval of the Plan. Unlike many mitigation fees, no adjustments have been made for inflation, reducing the fee level in inflation-adjusted terms over time.

Figure 1 Map of SKR Plan Area



Source: Riverside County Habitat Conservation Agency

Recommended Fee Program Updates

This technical analysis indicates that the SKR fee on most forms of new private development should be increased from $500 per acre to $900 per acre. The fees on the development of large lot single family residences and on new agriculture uses would remain unchanged. Fees on the development of single homes on single lots by individual households would also pay the lower fee. **Table 1** summarizes the proposed changes, where applicable, between the current fee and the recommended updated fee.

Table 1 Summary of Existing and Proposed SKR Mitigation Fees

Use Type	Fee Basis	Existing Fee	Proposed Fee
Individual Single-Family Home Construction (Single Parcel)[1]	per dwelling unit	$250	$250
Agriculture[2]	per gross acre	$100	$500
All Other Development[3]	per gross acre	$500	$900

[1] This fee category applies only to the construction of a single-family residence on a single legally created lot, where the building permit is issued to an individual property owner and is not part of a subdivision, tract development, or any coordinated multi-unit residential development. This category may include one accessory dwelling unit (ADU) constructed in conjunction with the primary residence. This category shall not apply to any subdivision or parcel map creating multiple residential lots, tract or master-planned developments, or any development involving multiple residential units constructed pursuant to a common development plan, whether built simultaneously or in phases. All such developments shall be subject to the applicable per gross acre fee.

[2] Agriculture developments pay an existing fee of $100 per development 1% of the valuation of a building, whichever is greater and not to exceed $500 per gross acre.. The proposed updated mitigation fee is simplified to $500 per gross acre of development.

[3] This fee category applies to all development not otherwise classified as agricultural development or qualifying under Footnote 1. Nonprofit development projects may qualify for a fee reduction of up to seventy-five (75) percent, as determined by the implementing jurisdiction, provided that the reduction is supported by findings that the remaining mitigation costs are funded through other available sources and that the reduction does not create a funding shortfall for implementation of the Habitat Conservation Plan.

As a point of reference, the cumulative level of inflation based on the Consumer Price Index for All Urban Consumers in the United States (CPI-U) between 1996 and 2025 was 106 percent, equivalent to an average annual inflation rate of about 2.5 percent. If automatic annual inflationary adjustments had been integrated into the fee, the $500 per acre SKR mitigation fee would have been over $1,000 per acre in today's dollar terms. To avoid falling behind in the future, it is recommended that the RCHCA update the fee annually and automatically based on an inflation index.

Summary of Technical Findings

1. **The revised, required SKR Mitigation Fee is calculated at $900 per acre.** This is the mitigation fee estimated required to ensure new development in the SKR Plan area provides sufficient average annual funding to cover the annual HCP implementation costs. This represents an 80 percent increase from the current fee set in 1996, an increase which remains below the overall level of inflation since that time.

2. **RCHCA requires approximately $1.9 million annually (in 2025 dollars) in funding to cover its ongoing activities and obligations under the Plan.** The RCHCA is responsible for a broad range of ongoing reserve management activities and biological research under the Plan and has annual costs associated with staffing, consultants, services, and supplies.

3. **The required annual funding from the SKR mitigation fee is about $1.6 million annually.** Through interest revenues from its funding balances and payments for contract services, the RCHCA accrues about $300,000 annually in non-fee revenues. As a result, the net annual funding required from SKR fees to ensure the HCP can cover its implementation obligations is about $1.6 million annually.

4. **The required $900 per acre fee level is derived from the required fee funding and the expected level of annual development**. Within the Plan Area, the forecast, average annual development is estimated to be about 1,770 acres per year. Spreading the net HCP implementation costs evenly and proportionately across this expected level of development results in a required fee of $900 per acre. The level of future development and fee payment should be tracked carefully by the RCHCA. Variations by year are to be expected, but systematic differences from the forecasts may require further review and update of the nexus study.

5. **To keep up with the effects of cost inflation on annual HCP implementation costs, the SKR mitigation fee should be automatically updated annually based on an inflation index.** The updated fee level is expected to provide the necessary fee revenues in 2025 dollar terms. Inflation will increase the costs of Plan implementation annually and to keep pace, the SKR fee should be updated automatically each year based on an inflation index.

2. Technical Analysis

This chapter provides the more detailed technical analysis and associated process, assumptions, and calculations that were used to derive the updated SKR fee. The fee analysis is designed to reflect the need for and planned use of fee revenues as well as to establish their reasonableness and proportionality with the impacts of new development consistent with the Mitigation Fee Act. It also helps establish the "essential nexus" and "rough proportionality" under the US Supreme Court Nollan/ Dolan decisions. The legal context and specific nexus findings are described in more detail on **Chapter 3**.

Step 1. Determine RCHCA Ongoing Plan Implementation Costs

The RCHCA undertakes a broad set of reserve management and oversight activities each year as required by the HCP. EPS reviewed the most recent RCHCA budget from FY 2024-2025 and worked with District staff to determine which of the 2024/2025 costs are ongoing HCP implementation costs (versus one-time costs). As shown in **Table 2**, the estimated annual ongoing costs of implementing the HCP are **$1.925 million**. This includes the personnel, consultant, services, supplies and other expenditures requires to ensure plan implementation. About 70 percent of these costs are associated with Plan implementation as a whole, while the other 30 percent are reserve-specific costs associated with the Lake Matthews Reserve Fund.

Table 2 Ongoing Annual RCHCA Expenditures (2025 Dollars)

Expenditure Item	General Fund (3)	Lake Matthews Reserve Fund (3)	FY2025 Total	%
Ongoing 2025 Expenditures (1)				
RCHCA Salaries and Wages	$315,310	$364,619	$679,929	35%
Fringe Benefits	$152,726	$172,338	$325,064	17%
Overhead (2)	$351,495	$0	$351,495	18%
Consulting Labor	$250,000	$0	$250,000	13%
Insurance	$65,000	$0	$65,000	3%
Weed Abatement	$27,500	$0	$27,500	1%
All Other (Services, Supplies, etc.)	$201,650	$25,000	$226,650	12%
Total	**$1,363,681**	**$561,957**	**$1,925,638**	**100%**

(1) Excludes $84,612 one-off expenditure on field equipment funded by a grant.
(2) Overhead encompasses payments to WRCOG for overhead services, including HR/ admin etc.
(3) Lake Matthews costs are reserve-specific and include reserve manager and techs.
General Fund covers administrative and management personnel and other costs.

Source: RCHCA Fiscal Year 2024/2025 Budget; Economic & Planning Systems, Inc.

Step 2. Identify Consistent Ongoing Non-Fee Revenues

To the extent that the RCHCA has consistent sources of other non-fee revenues to help fund some of the implementation costs estimated in Step 1, these revenues are subtracted from the overall HCP implementation costs to determine the net fee revenue required.

RCHCA currently has two secure funding sources that it can apply to help fund a portion of the ongoing HCP implementation costs. These include interest revenues from the General Fund and Lake Matthews reserve funds as well as payment for contract services by the Metropolitan Water District for RCHCA work efforts on their reserves. To fill funding gaps in the past, RCHCA has competed for and, in some cases, won grant funding. However, because of the uncertainty of grant funding, the regulatory agencies do not accept grant funding when reviewing funding assurances for HCPs.

As shown in **Table 3**, based on the average annual interest rate over the last 10 years and the expected reserves at the start of the 2025/2026 fiscal year, an average annual of about $183,400 in interest revenues is estimated. The payments for contract services can fluctuate by year and are assumed to average about 75 percent of the total allowable charge, or $150,000 each year. Together, these revenue sources are expected to provide about **$333,400** in annual revenues to cover a portion of the HCP implementation costs.

Table 3 Potential Non-Fee Ongoing Revenues

Item	Assumption	General Fund	Lake Matthews Fund	Total
Annual Interest Revenues				
2023/2024 Fund Balance		$11,006,233	$2,914,748	$13,920,981
2024/2025 Proposed Use of Fund Balance		$518,715	$304,961	$823,676
2025/2026 Remaining Fund Balance		$10,487,518	$2,609,787	$13,097,305
Annual Interest Revenues [1] (nominal dollars)	**1.4%**	$146,825	$36,537	$183,362
Contract Services				
Contract Services (nominal dollars)	75% of Max Contract	$105,000	$45,000	$150,000
Total Non-Fee Ongoing Revenue (nominal dollars)		**$251,825**	**$81,537**	**$333,362**

[1] Interest rate represents historical 10-year average (for 2014-2024) annual interest rate for the state's Local Agency Investment Fund (LAIF) in which RCHCA funds are invested.

Source: RCHCA Fiscal Year 2024/2025 Budget; Economic & Planning Systems, Inc.

Step 3. Annual Fee Funding Required

The calculation of the required habitat mitigation fee is based on the level of fee revenue required. As shown in **Table 4**, the average annual fee revenue required is about **$1.6 million**, representing the total annual costs ($1.925 million) minus the estimated annual non-fee revenues ($333,400). This is the level of fee funding required from new development to ensure the RCHCA can implement the HCP and provide new development with incidental take permitting.

Table 4 Annual Fee Funding Required

Item	General Fund	Lake Matthews Fund	Total
Annual Expenditures	$1,363,681	$561,957	$1,925,638
Potential Non-Fee Funding			
Interest Revenues	$146,825	$36,537	$183,362
Contract Services Revenues	$105,000	$45,000	$150,000
Subtotal	$251,825	$81,537	$333,362
Fee Funding Required	**$1,111,856**	**$480,420**	**$1,592,276**

Source: RCHCA Fiscal Year 2024/2025 Budget; Economic & Planning Systems, Inc.

Step 4. Forecast of Annual Fee-Paying Development

Like all habitat mitigation fees, the fee revenues collected from new development will depend on the level of new development each year. Annual development in the SKR Fee Area (like other areas) will fluctuate based on economic cycles, the availability of developable land, and a host of other factors. To establish a mitigation fee, it is necessary to forecast an average annual pace of development and then track it over time to see if it is generating sufficient revenues and/or whether any refinements in the fee program are appropriate.

As shown in **Table 5**, EPS developed an annual forecast of about 1,770 acres of new development in the SKR Plan Area based on a combination of historical fee revenue generation and SCAG household/ job projections and development density assumptions.

Historical data provided by the RCHCA indicated an average annual fee revenue collection of about $950,000 over the last four (4) fiscal years. Divided by the current fee level of $500/ acre on most development, this implies an average of about 1,900 acres paid the fee each year.

To provide a forward-looking perspective, EPS reviewed the SCAG forecasts of households and jobs in the SKR Plan Area. As shown, an average of 5,200 new households and 6,800 new jobs are forecast annually in the SKR Plan Area. The developed area required to support these forecasts depends on the development densities of new housing and new workspaces. Using 4 dwelling units/acre for residential development and 20 jobs/acre for non-residential development suggests an average annual development of about 1,640 acres annually, comprised of 1,300 acres of residential development and 340 acres on non-residential. To the extent the average densities vary from these estimates, the level of fee-paying development will vary.

Table 5 Historical and Projected Growth Metrics

Item	Total
Historical Fee Revenues	
Average Annual Migitation Fee Revenues (FY 2021 - 2024)	$953,090
Implied Developed Mitigation Acres (assume $500/ acre)	**1,906**
SCAG Growth Projections	
SKR Plan Area: SCAG Annual Household Projections (2019 - 2045)	5,191
SKR Plan Area: SCAG Annual Job Projections (2019 - 2045)	6,784
Residential Acres (4 units/ Acre)	1,298
Non-Residential Acres (20 jobs/ Acre)	339
	1,637
Average Growth Projection	
Developed Acres (1)	1,772

(1) For purposes of this fee calculation, developed acres average the historical and projected growth estimates.

Source: SCAG; Economic & Planning Systems, Inc.

To develop a reasonable forecast of future fee-paying development in the SKR Plan Area, this analysis takes the average of the developed acre estimates from the recent history and from available forecasts. This results in a forecast of about 1,770 acres of development each year.

Step 5. Mitigation Fee Calculation and Inflator

The updated mitigation ratio is about **$900 per acre** in 2025 dollar terms as shown in **Table 6**. This is the fee level required for the forecasted 1,772 annual average developed acres to generate the $1.59 million in fee revenue required to ensure the RCHCA, in combination with the other revenues sources noted, can cover the annual costs of implementing the HCP.

Table 6 Annual Fee Funding Required

Item	Total
Fee-Funding Required	**$1,592,276**
Development Forecast scenarios	
Annual Development Forecast (acres)	1,772
Mitigation Fee per Acre	**$900**

Source: Economic & Planning Systems, Inc.

Similar to most fee programs, it is recommended that an automatic annual inflation index is integrated into the fee program so the fee level is adjusted for inflation each year and avoids falling behind implementation costs.

As noted above, fluctuations in the level of development are likely each year and it is important for the RCHCA to track revenue levels to make sure sufficient revenues are generated on average over time. The RCHCA could use its reserve balances in cases where fee revenues drop below the average required (for example, during economic or development downturns) though this is not a sustainable approach over the long term and any ongoing under-provision of fee revenues would require a fee update. Mitigation fee programs are typically expected to do periodic fee program updates (typically every 5 to 8 years) to confirm or refine the fee program, though more frequent updates are undertaken when there is a significant change in circumstances.

Step 6. Per Acre Mitigation Fee Basis

Recent updates to the Mitigation Fee Act due to the passage of AB 602 require that new and updated fee programs consider whether it is possible and appropriate to adopt fees on new residential development on a per square foot basis. For habitat mitigation fees, a per acre of development approach is typically the preferred approach. For these fees, the scale of land development provides a more direct and proportional connection/ nexus to impacts (on habitat) while also ensuring smaller developments pay lower fees. The square footage of new residential development on the land can vary substantially even for the same amount of land development, making it a less strong basis for the nexus and fee collection.

3. Legal Context and Nexus Findings

This chapter provides the legal context for this fee update and describes the nexus findings required to support the update to the SKR mitigation fee under the Mitigation Fee Act.

Legal Context

Riverside County's Ordinance No. 663 Section 12 states that: "The Board of Supervisors may periodically review and cause an adjustment to be made to the Mitigation Fee. By amendment to this ordinance, the fee may be increased or decreased to reflect changes in estimated costs for the development, preparation and implementation of a Habitat Conservation Plan. The adjustment in the fee may also reflect changes in estimated revenues received pursuant to this ordinance, as well as the availability or lack thereof of other funds with which to prepare and implement the Habitat Conservation Plan".

The SKR mitigation fee can be adjusted under the Mitigation Fee Act (MFA) through the development of a nexus study. Recent court cases (Sheetz case) have also concluded that mitigation fees must be consistent with the US Supreme Court's Nollan and Dolan tests. Overall, the nexus study must describe the need for and use of the fee revenues as well as the relationships between the fee amount and fee need/ use. The nexus study/ findings should also establish the "essential nexus" under the US Supreme Court's Nollan test and the "rough proportionality" required under the US Supreme Court's Dolan test.

Mitigation Fee Act

Mitigation fees are utilized in California to finance public facilities necessary to mitigate impacts stemming from new development. In 1987, the California Legislature adopted the Mitigation Fee Act to provide a framework for the application and administration of such fees. Current prevailing practice among the majority of approved and permitted regional Habitat Conservation Plans is that any habitat mitigation fees are to be adopted by the relevant jurisdictions consistent with the Mitigation Fee Act. The adoption of fees under the Mitigation Fee Act includes a number of auditing and reporting requirements.

The Mitigation Fee Act, defined in California Government Code Sections 66000 to 66025, requires all public agencies to document five findings when establishing or increasing a fee as a condition for new development.

This section describes how the proposed increase in the fee is based on the appropriate nexus between new development and the imposition of a mitigation fee and satisfies the five statutory findings required by the Mitigation Fee Act. The nexus findings also indicate the essential nexus and rough proportionality as required under Nollan/ Dolan. These nexus findings are summarized below and supported by the technical analysis in **Chapter 2**.

Purpose of Fee

Identify the purpose of the fee.

The purpose of the SKR mitigation fee is to contribute to the funding required to implement the SKR Plan and, as a result, help maintain the incidental take permits for new private and public development in the SKR Plan Area under the federal and State Endangered Species Acts. Maintaining the incidental take permit is necessary to allow for future development, and without the development community paying for the cost of the SKR HCP, individual applicants would need to apply independently for development approval under federal and State law if the project impacts a threatened or endangered species. The federal Endangered Species Act specifically requires that the applicant for incidental take permit "ensure that adequate funding for the plan will be provided." In addition, the Mitigation Fee helps provide the regional benefit of streamlined economic development in the SKR Plan Area as well as the management of the contiguous open spaces that serve as a community amenity.

Use of Fee Revenues

Identify the use to which the fee is to be put.

The SKR HCP is the public document that outlines the actions required as a whole and the particular set of actions required by the local permittees (and RCHCA as their agent) to obtain incidental take permits—associated with State and federal Endangered Species Act requirements—for new public and private development in the SKR Plan Area. The actions required by the SKR Plan remain the same. Failure to meet the requirements of the SKR HCP will result in an inability to obtain or maintain incidental take permits through the SKR HCP, which would require future development to secure individual take authorization if the project impacts the SKR.

Revenues from the SKR Mitigation Fee will be used, in conjunction with other sources of revenue, to fund the reserve management actions identified as the responsibility of local permittees in the SKR HCP. The specific cost components of these actions are summarized in **Chapter 2** and based on published budget documents.

Relationship

Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

The implementation of the MSHCP, and the mitigation fee as a fundamental part of it, will benefit all new development by mitigating their collective impacts on the protected Stephens' kangaroo rat species and associated habitat. All new public and private development in the Plan Area will affect habitat and species either directly, indirectly, or as a cumulative effect. All new development in the Plan Area will also benefit from the incidental take permits obtained through the SKR HCP and via the use of the mitigation fee revenues.

Need

Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Without new development, no SKR HCP would be necessary and no further habitat conservation would be required under the federal and State Endangered Species Acts. To allow for any future development under the Plan, the SKR HCP must be fully funded. New development in the Plan Area, as noted above, will directly, indirectly, or cumulatively affect the species and its habitat in Riverside County. Because of this, development of the SKR HCP was undertaken to provide an approach to benefit future development in the Plan Area. The requirements of the SKR HCP are a direct result of the mitigation that is engendered by all new development in the Plan Area under the pertinent environmental regulations. Meeting the requirements of the SKR HCP is necessary to obtain the necessary federal authorization to develop within the Plan Area. Together, purpose, need, and relationship findings also indicate a clear "essential nexus" under the Nollan test.

Proportionality

Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

The SKR HCP includes detailed conservation requirements based on the scientific evaluations that form the basis of the SKR HCP. Based on these evaluations, local permittee conservation responsibilities were identified. The mitigation fee provides funding towards the fulfillment of the local permittee conservation requirements. After subtracting out non-fee funding sources from the implementation costs, the remaining implementation costs are all allocated to new development and allocated proportionately between new development on an acreage basis. As such, the mitigation fee calculations (as laid out in **Chapter 2**) are

carefully calibrated to fund only the proportionate share of costs attributable to the new development on which the fee is imposed and to allocate the fee levels proportionally across all new development. This proportionality finding also establishes the required "rough proportionality" under the Dolan test.

ATTACHMENT 4

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: Ordinance amendment adopting the new SKR (Stephen's Kangaroo Rate Mitigation Fee) schedule effective January 1, 2027 to include an annual automatic Consumer Price adjustment for the Los Angeles-Riverside-Orange County region, or a successor index.

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, October 13, 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:	October 13, 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.