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, November 10, 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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https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings

http://www.youtube.com/channel/UC24S1shebxkJFv3BnxdkPpg

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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: **5:00 p.m.**

ROLL CALL:

Rabb, Vallejo, Nava, Corona, Vargas

A. Conference with Legal Counsel – Potential Litigation – Government Code Section 54956.9(d)(4); 1 case:

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

1. ***CALL TO ORDER:*** **6:30 p.m.**

2. ***ROLL CALL:***

Rabb, Vallejo, Nava, Corona, Vargas

3. ***INVOCATION:***

Pastor Joel Muñoz
Vida Cristian Church
251 North Perris Boulevard
Perris, CA 92570

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

Councilmember Rabb 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. Presentation of a Proclamation in recognition of Retired Teacher's Week 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 Regular Joint Meeting held on October 13, 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 approve Amendment No. 3 to the Agreement (Specification No. FCD 1-2023-2024-01) with Downstream Services, Inc. for storm drain system maintenance, inspections, and related services in the north section of the city to add flood control facilities located within the general fund areas, in the amount of $305,054.08 plus a 10% contingency of $30,505.41 totaling $335,559.49.

10.B. Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance Number 1481 Approving Zoning Code Text Amendment 26-00002 – A city-initiated proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code to prohibit data centers citywide. Applicant: City of Perris.

10.C. Consideration to adopt, by title only, the Second Reading of Ordinance Number 1483 approving the updated Stephens Kangaroo Rat Mitigation Fee (SKR) ordinance to include an annual Consumer Price Index adjustment on all new development impact fees.

10.D. Consideration to Approve a Professional Services Agreement with Cadence Environmental Consultants, Inc. in an amount not to exceed $600,000 for a two-year term ending November 10, 2028, to provide professional environmental services in compliance with the California Environmental Quality Act (CEQA) for the review and processing of city-initiated projects and private development projects. Applicant: City of Perris

10.E. Consideration to Approve a Professional Services Agreement with Community Works Design Group, LLC, in the amount not to exceed $63,899 (e.g., $58,090 cost proposal plus 10% contingency), to provide professional design services for the 4th Street Corridor Beautification Project. Applicant: City of Perris

10.F. Consideration to Approve the Cooperative Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District and Centex Real Estate Company, LLC. for construction of Perris Valley Master Drainage Plan Facility Line A-H, Stage 1, associated with development of Tract Map 30850.

10.G. Consideration to approve a Two-Year Contract Services Agreement with West Coast Arborists, Inc. for Tree Pruning Services at City Parks in the Amount of $187,290.00, Plus a 5% Contingency, for a Total Not-to-Exceed Amount of $196,654.50

10.H. Consideration to adopt Proposed Resolution Number (next in order) approving the City of Perris Media, Digital Communications, and Social Media Policy and rescinding Resolution Number 5627.

10.I. Consideration to approve an amended and restated Professional Services Agreement with HM Consultants, LLC for capital improvement project and engineering professional services, for a One-Year term.

10.J. Consideration to adopt Proposed Resolution Number (next in order) Proclaiming the Existence of a Local Emergency Due to the Threatened Impacts of the Developing 2026-2027 El Niño Event.

10.K. Consideration to approve the City's Investment Statements of Compliance for the quarter ended September 30, 2026.

10.L. Consideration to adopt Proposed Resolution Number (next in order) finding that the sale of City-owned property located east of D Street, between 3rd Street and 4th Street, is in conformity with the City's General Plan and approving the Agreement for Purchase and Sale of Real Property APN 313-094-016.

10.M. Consideration to Adopt Proposed Resolution Number (next in order) Accepting Irrevocable Offers of Dedication Over Portions of Properties Identified as Riverside County Assessor's Parcel Numbers 330-090-009, 327-210-007, 330-090-034, 330-090-036, 330-090-038, 327-200-018, and 310-110-014, 330-110-022, 330-110-023 for Public Right-of-Way Purposes.

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 Numbers (next in order) approving Annexation of CUP 24-05152 to the City's Maintenance Districts. CUP 24-05152 is located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. Owner(s): In-N-Out Burgers, Inc., APN(s): 311-050-053.

11.B. Consideration to adopt Proposed Resolution Numbers (next in order) approving the annexation of parcels 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, in the Commercial Community (CC) Zone. Owner(s): In-N-Out Burgers, Inc., APN(s): 311-050-053.

11.C. Consideration to Adopt Proposed Resolution Number (next in order) and Introduce and Conduct the First Reading by Title Only of Proposed Ordinance Number (next in order) regarding Specific Plan Amendment 26-00003 and Zoning Code Text Amendment 26-

00005 – 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 establish locational standards for fueling service stations citywide. Applicant: City of Perris.

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

12.A. Consideration of a Two-Year Renewal of the Professional Service Agreement with Flock Group, Inc. dba Flock Safety for the License Plate Recognition Camera System in the Amount of $616,584.

13. COUNCIL COMMUNICATIONS: **(Committee Reports, Agenda Items, Meeting Requests and Review etc.)** This is an opportunity for the Mayor and City Councilmembers to report on their activities and the actions of the Committees upon which they sit, to bring a matter to the attention of the full Council and staff, and to request agenda items. Any matter that was considered during the public hearing portion is not appropriate for discussion in this section of the agenda. NO ACTION CAN BE TAKEN AT THIS TIME.

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

9.A

MEETING DATE: November 10, 2026

SUBJECT: Consideration to approve the minutes of the Regular Joint Meeting held on October 13, 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 Meeting held on October 13, 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.

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION:
None

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Minutes-October 13, 2026 Regular Joint City Council Meeting.pdf

ATTACHMENT 1

Minutes-October 13, 2026 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: October 13, 2026

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION: NO CLOSED SESSION

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

Mayor Vargas called the Regular City Council meeting to order at 6:32 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:
Pastor Gregory McNair
God's Harvest Community Church
21400 Johnson Street
Perris, CA 92570

4) PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Corona led the Pledge of Allegiance

5) REPORT ON CLOSED SESSION ITEMS:

Mayor Vargas reported there was no closed session.

6) PRESENTATIONS/ANNOUNCEMENTS:

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:

The report was given by Youth Advisory Committee Vice-President Miguel Ramirez

8) PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. The following people spoke at Public Comment: Rodrigo Mendoza

Eric Anthony

Franco Pacheco

JC Franco

Ashley B.

9) APPROVAL OF MINUTES:

9.A) Approved 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.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the minutes of the Special Joint Meeting held on September 17, 2026.

AYES: Marisela Nava, David Starr Rabb, Elizabeth Vallejo, Michael Vargas, Malcolm Corona

NOES:

ABSENT:

ABSTAIN:

9.B) Approved 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.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Approve the Minutes of the Regular Joint City Council meeting held on September 29, 2026.

AYES: David Starr Rabb, Michael Vargas, Malcolm Corona, Marisela Nava, Elizabeth Vallejo

NOES:

ABSENT:

ABSTAIN:

10) CONSENT CALENDAR:

Mayor Pro Tem Corona requested that Items 10.G. and 10.H. be pulled for discussion.

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

10.A) Awarded 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) Awarded 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) Approved 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) Approved the City's monthly Check Register for September 2026.

10.F) Adopted Resolution Number 6856 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.E) Awarded 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.G) Approved an Employee Travel Policy Including on a Per Diem Basis for Meals. (This item was continued from the September 29, 2026 City Council Meeting).

Mayor Pro Tem Corona requested that this item be considered separately.

The following Councilmember's spoke regarding Item 10.G. and Item 10.H.:
Corona
Vargas
Rabb

Assistant City Manager Ernie Reyna was called to speak, to provide clarification on the credit card reimbursement procedure.

City Manager Clara Miramontes will ensure receipts are required to provide for all credit card and check expenditures for reimbursement.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Employee Travel Policy, to include requested changes.
AYES: Michael Vargas, David Starr Rabb, Malcolm Corona, Marisela Nava, Elizabeth Vallejo
NOES:
ABSENT:

ABSTAIN:

10.H) Approved 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).

Mayor Pro Tem Corona requested that this item be considered separately.

Discussion on this item took place under Item 10.G.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the revised City Council Travel Policy, to include requested changes.

AYES: Michael Vargas, David Starr Rabb, Malcolm Corona, Marisela Nava, Elizabeth Vallejo

NOES:

ABSENT:

ABSTAIN:

10.I) Approved 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) Approved 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) Conducted the Second Reading by Title Only and Adopted 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) Conducted the Second Reading by Title Only and Adopted 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) Approved 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.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the Consent Calendar, as presented, with the exception of Items 10.G. and 10.H.

AYES: Marisela Nava, Elizabeth Vallejo, David Starr Rabb, Malcolm Corona, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11) PUBLIC HEARINGS:

11.A) Adopted Resolution Number 6857 and Introduced and Conducted the First Reading, by Title Only, of Ordinance Number 1481 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.

Director of Development Services, Kenneth Phung introduced this item and turned it over to Principal Planner Rafael Garcia for presentation.

The Mayor noted that Public Comment would be limited to 2 minutes for each person and a total of 45 minutes.

The Mayor opened the Public Hearing at 7:32 p.m. The following people spoke at Public Comment:

JC Franco

Ashley B.

Christopher Sandoval

David Sandoval

Franco Pacheco

Jose Osuna Tisnado

Mariah Gonzalez

Mares

Santiago Osuna

Ryan Traband

Shirley Martinez

Jason Reveles

Karla Cervantes

Alfredo Jacobs

Natalie Solares

The Mayor closed the Public Hearing at 7:55 p.m.

The following Councilmember's spoke:
Corona

Nava
Vallejo

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Adopt Resolution Number 6857 and the First Reading, by title only, of Ordinance Number 1481, as presented.

AYES: Michael Vargas, David Starr Rabb, Malcolm Corona, Marisela Nava, Elizabeth Vallejo
NOES:
ABSENT:
ABSTAIN:

11.B) Issued 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 adopted Interim Urgency Ordinance Number 1482, extending the Moratorium for an additional year until December 9, 2027.

Councilmember Nava left the City Council Chambers at 8:01 p.m. and returned at 8:03 p.m

Director of Development Services, Kenneth Phung introduced and presented on this item.

The Mayor opened the Public Hearing at 8:08 p.m. The following people spoke at Public Comment in opposition:

Cameron Benju

Jason Reveles

Franco Pacheco

Mares

Eider Vazquez

The Mayor closed the Public Hearing at 8:18 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Issuance of 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 Adopted Interim Urgency Ordinance Number 1482, as presented.

AYES: David Starr Rabb, Michael Vargas, Marisela Nava, Malcolm Corona, Elizabeth Vallejo

NOES:

ABSENT:

ABSTAIN:

11.C) Adopted Resolution Numbers 6858 and 6859 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.

The staff presentation was waived.

The Mayor opened the Public Hearing at 8:19 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:19 p.m.

The Mayor asked the City Clerk to open the two ballots.

City Clerk Salazar opened the ballots and reported that both were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by David Starr Rabb to Adopt Resolution Numbers 6858 and 6859, as presented.

AYES: David Starr Rabb, Michael Vargas, Marisela Nava, Elizabeth Vallejo, Malcolm Corona

NOES:

ABSENT:

ABSTAIN:

11.D) Adopted Resolution Numbers 6860 and 6861 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.

Items 11.D. and 11.E. were taken together.

The staff presentation was waived.

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 Mayor called for a motion.

M/S/C: Moved by Elizabeth Vallejo, seconded by David Starr Rabb to Adopt Resolution Numbers 6860 and 6862, as presented.

AYES: Michael Vargas, David Starr Rabb, Malcolm Corona, Marisela Nava, Elizabeth Vallejo
NOES:
ABSENT:
ABSTAIN:

The Mayor asked the City Clerk to open the ballots for Items 11.D. and 11.E.
City Clerk Salazar opened the ballots and reported that both were marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Elizabeth Vallejo to Adopt Resolution Numbers 6861 and 6863, as presented.
AYES: Michael Vargas, David Starr Rabb, Elizabeth Vallejo, Malcolm Corona, Marisela Nava
NOES:
ABSENT:
ABSTAIN:

11.E) Adopted Resolution Numbers 6862 and 6863 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.

Items 11.D. and 11.E. were taken together.

11.F) Adopted Resolution Number 6864 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.

City Engineer John Pourkazemi introduced this item. The staff presentation was waived.

The Mayor opened the Public Hearing at 8:27 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:27 p.m.

The Mayor asked the City Clerk to open the ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Resolution Number 6864, as presented.
AYES: David Starr Rabb, Michael Vargas, Marisela Nava, Malcolm Corona, Elizabeth Vallejo
NOES:
ABSENT:
ABSTAIN:

11.G) Adopted Resolution Numbers 6865 and 6866 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.

Director of Finance Matthew Schenk introduced this item. The staff presentation was waived.

The Mayor opened the Public Hearing at 8:29 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:29 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Adopt Resolution Number 6865, as presented.
AYES: David Starr Rabb, Marisela Nava, Malcolm Corona, Michael Vargas, Elizabeth Vallejo
NOES:
ABSENT:
ABSTAIN:

The Mayor asked the City Clerk to open the ballot.

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

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Adopt Resolution Number 6866, as presented.
AYES: Michael Vargas, David Starr Rabb, Malcolm Corona, Marisela Nava, Elizabeth Vallejo
NOES:
ABSENT:
ABSTAIN:

11.H) Introduced and Conducted the First Reading, by title only, of Ordinance Number 1483 - a proposal to Update the Stephens' Kangaroo Rat (SKR) mitigation fees for new development projects to include an annual Consumer Price Index (CPI) adjustment.

Director of Development Services, Kenneth Phung introduced this item and turned it over to Counter Services Supervisor Gustavo Lua for presentation.

Councilmember Vallejo left the City Council Chambers at 8:33 p.m. and returned at 8:34 p.m.

The Mayor opened the Public Hearing at 8:34 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:34 p.m.

The Mayor called for a motion.

M/S/C: Moved by Elizabeth Vallejo, seconded by Malcolm Corona to Adopt the First Reading of Ordinance Number 1483, by title only, as presented.

AYES: Michael Vargas, David Starr Rabb, Marisela Nava, Elizabeth Vallejo, Malcolm Corona

NOES:

ABSENT:

ABSTAIN:

12) BUSINESS ITEMS:

There were no Business Items.

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 8:49 p.m.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

10.A

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 10, 2026

SUBJECT: Consideration to approve Amendment No. 3 to the Agreement (Specification No. FCD 1-2023-2024-01) with Downstream Services, Inc. for storm drain system maintenance, inspections, and related services in the north section of the city to add flood control facilities located within the general fund areas, in the amount of $305,054.08 plus a 10% contingency of $30,505.41 totaling $335,559.49.

REQUESTED ACTION: That the City Council:

1) Approve the addition of Flood Control Facilities located within general fund areas to the Agreement with Downstream Services, Inc. for the city's north section storm drain conveyance system maintenance in the amount of $305,054.08;
2) Authorize a 10% Contingency of the additional cost for any unforeseen in-field findings in the amount of $30,505.41; and
3) 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 August 23, 2023, City Council approved a two-year agreement for Downstream Services, Inc. to provide the required storm drain system maintenance, inspections and related services for the Assessment Districts within the north section of the City. The two-year agreement had the option to be renewed annually for up to a maximum of two additional one-year extension periods. Over the course of the two-year contract, Downstream Services demonstrated a high level of professionalism, responsiveness, and ability to meet deadlines in providing the required services. Based on their performance, City Council approved its one-year contract extension through Amendment No. 1 on September 30, 2025. City Council subsequently approved Amendment No. 2 on June 9, 2026, extending the agreement for the final one-year extension period.

The additional services under this amendment include routine video inspection of the storm drain system, as well as the removal of debris from storm drain pipelines, catch basins, inlets, and related

facilities located within the Flood Control Facilities within the north section of the city's general fund areas. The existing Year 4 contract amount is $334,786.39. Staff is now recommending approval of Amendment No. 3 to add Flood Control Facilities located within the north section of the city's general fund areas to the contractor's existing scope of services. The additional services are in the amount of $305,054.08 with a 10% contingency for a total additional amount of $335,559.49. This results in a total Year 4 amount of $670,345.88 and a new cumulative Contract Sum of $2,629,682.58. Amendment No. 3 does not change the Agreement term, which remains July 1, 2026, through June 30, 2027, and only adds scope of services and the corresponding contract amount.

Staff recommends that the City Council 1) Approve the addition of Flood Control Facilities located within general fund areas to the agreement with Downstream Services, Inc. for the city's north section storm drain conveyance system maintenance in the amount of $305,054.08; 2) Authorize a 10% contingency of the additional cost for any unforeseen in-field findings in the amount of $30,505.41, and; 3) 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 is no impact on the general fund. The funding for Amendment No. 3 will be from the NPDES budget, which was approved in the fiscal year 2025-2026 budget. The amendment amount is $305,054.08, plus a 10% contingency of $30,505.41, for a total amount of $335,559.49.

Prepared By: Cecilia Salazar, Special District Supervisor

Attachments:
1. Amendment No. 3 - Agreement
2. Exhibit B - Schedule of Values - Year 4 GF - North
3. Attachment B-2 - Storm Drain Facilities Inv. - GF North

ATTACHMENT 1

Amendment No. 3 - Draft

AMENDMENT NO. 3
TO PUBLIC WORKS CONTRACT FOR STORM DRAIN SYSTEM MAINTENANCE, INSPECTIONS AND RELATED SERVICES (Specification No. #FCD 1-2023-24-01) BETWEEN THE CITY OF PERRIS AND DOWNSTREAM SERVICES, INC.

THIS AMENDMENT NO. 3 ("Amendment No. 3") to the Public Works Contract for Storm Drain System Maintenance, Inspections and Related Services by and between the City of Perris, a municipal corporation (hereinafter the "CITY"), and Downstream Services, Inc., a California corporation (hereinafter "CONTRACTOR"), is effective as of _____, 2026. City and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. City and Contractor entered into that certain Public Works Contract for Storm Drain System Maintenance, Inspections and Related Services dated August 29, 2023 with a Term ending June 30, 2025 ("Agreement").

B. Section 5.4 of the Agreement allows the option to extend the term of the Agreement for two (2) additional one-year extension periods.

C. Sections 1.1 and 1.2 of the Agreement expressly incorporate the contract documents contemplated in Specification No. FCD1-2023-24-01 (the "Specification") as part of the Agreement.

D. The contract documents include attachments to the Specification, including, but not limited to the Project Manual (Attachment "A"), the Storm Drain Facilities Inventory – North Section (Attachment "B"), examples for CCTV Pipe Video and Document Reporting (Attachment "E"), requirements for Catch Basin Stenciling ("Attachment "F").

E. The contract documents also include the Bid Schedule of Values included with Contractor's Proposal as further incorporated by reference in Section 2.1 of the Agreement.

F. City and Contractor entered into an amendment to the Agreement dated July 1, 2025 ("Amendment No. 1"), whereby the City exercised its first option to extend the Agreement term by one (1) year, from July 1, 2025 to June 30, 2026, and increased the Contract Sum by $874,418.39, from $1,126,678.04 to $2,001,096.43. The amendment revised Attachment "A," Attachment "B" and Attachment "E" and removed Attachment "F."

G. The City Manager through a Memorandum dated December 1, 2025 approved and ratified three (3) cumulative change orders ("Change Orders") totaling $46,869.52. From the $46,869.52 amount, $5,200.59 was for Change Order 1 for addition of Flood Control 22 inlets and CPS devices cleaning to the Year 1 schedule, as well as a pump replacement at one of the City's Pump Stations, $29,627.93 was for Change Order 2 for cleaning and CCTV footage of the total additional pipe length discovered in the field throughout Year 1, and $12,041.00 was for Change Order 3 for one (1) additional round of cleaning and photo documentation for several catch basins with newly installed Connector Pipe Screen (CPS) devices.

H. City and Contractor entered into an amendment to the Agreement dated July 1,

2026 ("Amendment No. 2"), whereby the City exercised its second option to extend the Agreement term by one (1) year, from July 1, 2026 to June 30, 2027, to allow Contractor to continue to perform the services, and increased the Contract Sum by $334,786.39 for Year 4 for an adjusted Contract Sum of $2,382,752.34.

I. The City's Change Order 2 for cleaning and CCTV footage of the total additional pipe length discovered in the field throughout Year 1 was inadvertently calculated and listed the amount as $29,627.93 but should be corrected to $29,831.08, resulting in a $203.15 discrepancy.

J. Subsequently, the City Manager approved and ratified two (2) cumulative change orders ("Change Orders") totaling a credit of $88,832.40. From that amount, $53,150.76 was credited as Change Order 4 which was for the removal of the third round of cleaning of catch basins with CPS and REM units during Year 3 and a net amount of $35,681.64 was credited as Change Order 5 for removal of the first round of under-sidewalk cleaning and the addition of extra length of pipe cleaning discovered in the field for several flood control facilities during Year 3.

K. City and Contractor now desire to amend the Agreement to (i) correct and revise the amount of Change Order 2, (ii) include storm drain maintenance of General Funded areas in the north portion of the City, and (iii) increase the Contract Sum by $305,054.08 and include a contingency of $30,505.41 to reflect the additional services to be provided by the Contractor totaling $670,345.88 for Year 4 for a new adjusted total Contract Sum of $2,629,682.58, and (iv) revise some of the above referenced portions of the contract documents, all as further set forth herein.

AGREEMENT

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 (new text in ***bold italics*** and deleted text in ~~strikethrough~~):

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

> "2.1 Contract Sum. For the services rendered pursuant to this Agreement, the CONTRACTOR shall be compensated, except as provided in Section 1.5, as follows: (1) the sum of Seven Hundred Fifty Thousand One Hundred Forty Two and 04/100 Dollars ($750,142.04), for year one of the agreement (Bid Schedule #1-30), (2) the sum of Three Hundred Seventy Six Thousand Five Hundred Thirty Six and 00/100 Dollars ($376,536.00) for year two of the agreement (Bid Schedule items #31-55), (3) the sum of Eight Hundred Seventy Four Thousand Four Hundred Eighteen and 39/100 Dollars ($874,418.39) for the first one-year extension period, (4) the ***amended*** sum of ***$670,345.88*** ~~334,786.39~~ for the second one-year extension period (Exhibit***s*** A ***and B***), in accordance with Parts 2, 3, and 4 titled "General Provisions," "Standard Provisions," and "Construction Materials, Methods

& Specifications and Payment Requirements," respectively, of Specification No. #FCD 1-2023-24-01; and Section BF, "Bid Form," "Bid Schedule of Values" of Specification No. # FCD 1-2023-24-01; but not exceeding the maximum contract amount of Two Million ***Six Hundred Twenty Nine Thousand Six Hundred Eighty Two and 58/100 Dollars*** ~~Three Hundred Eighty Two Thousand Seven Hundred Fifty Two and 34/100~~ ($***2,629,682.58*** ~~$2,382,752.34~~***)*** which includes all ***five*** ~~three~~ Change Orders ***totaling a credit of $41,759.73*** ~~$46,869.52~~ over the four year term of this Agreement) (herein "Contract Sum"), except as provided in section 1.5."

B. A new Exhibit A-1 (Schedule of Values - Year 4 GF North) is hereby added to this Agreement.

See attached "Exhibit A-1."

C. Attachment B-2 (Storm Drain Facilities Inventory – North Section GF) to the Specification is hereby added to the Agreement.

See attached "Attachment B-2."

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

4. **Affirmation of Agreement; Warranty re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. 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 and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 3, is currently an effective, valid, and binding obligations.

Contractor represents and warrants to City that, as of the date of this Amendment No. 3, 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.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant 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. 3.

6. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

7. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by into and are made a part of this Amendment No. 3.

8. **Counterparts.** This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures or originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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 Solani, City Attorney
[pks; rjl]

CONTRACTOR:
DOWNSTREAM SERVICES, INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 2855 Progress Place
Escondido, CA 92029

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

[END SIGNATURES]

EXHIBIT A-1
SCHEDULE OF VALUES – YEAR 4 GF - NORTH

ATTACHMENT B-2

STORM DRAIN FACILITIES INVENTORY – NORTH SECTION Y4 GF

ATTACHMENT 2

Exhibit B – Schedule of Values – Y4 GF-North

CONTINUATION SHEET *AIA DOCUMENT G703* PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:
Invoice #:

CONTRACTOR NAME: Downstream Services, Inc.

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED				TOTAL COMPLETED AND STORED		% Complete (E ÷ K)	BALANCE TO FINISH (E - K)	RETAINAGE 10% (Kx5%)
					FROM PREVIOUS APPLICATION		THIS PERIOD						
		QTY	Unit Price	Contract Amount (CxD)	QTY	Amount (DXF)	QTY	Amount (DXH)	QTY (F+H)	Amount (DXJ)			
FCGF NORTH													
FCD GF 1	**$ -**												
	Catch Basin (CB)												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	Photo Document w/ CPS Units (First Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	61	$ 3.92	$ 239.12	0.00	$ -		$ -	0.00	$ -	0%	$ 239.12	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	61	$ 3.59	$ 218.99	0.00	$ -		$ -	0.00	$ -	0%	$ 218.99	$ -
FC GF 1	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	18	$ 172.33	$ 3,101.94	0.00	$ -		$ -	0	$ -	0%	$ 3,101.94	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	18	$ 172.33	$ 3,101.94	0.00	$ -		$ -	0	$ -	0%	$ 3,101.94	$ -
	Photo Document w/ CPS Units (First Cleaning)	18	$ 1.00	$ 18.00	0.00	$ -		$ -	0	$ -	0%	$ 18.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	18	$ 1.00	$ 18.00	0.00	$ -		$ -	0	$ -	0%	$ 18.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	570	$ 3.92	$ 2,234.40	0.00	$ -		$ -	0.00	$ -	0%	$ 2,234.40	$ -
	Clean SD Pipe Over 36" (Once Per Year)	1,774	$ 3.99	$ 7,078.26	0.00	$ -		$ -	0.00	$ -	0%	$ 7,078.26	$ -
	CCTV SD Pipe (Once per Year)	2,344	$ 3.59	$ 8,414.96	0.00	$ -		$ -	0.00	$ -	0%	$ 8,414.96	$ -
FC GF 2	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	14	$ 172.33	$ 2,412.62	0.00	$ -		$ -	0	$ -	0%	$ 2,412.62	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	14	$ 172.33	$ 2,412.62	0.00	$ -		$ -	0	$ -	0%	$ 2,412.62	$ -
	Photo Document w/ CPS Units (First Cleaning)	14	$ 1.00	$ 14.00	0.00	$ -		$ -	0	$ -	0%	$ 14.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	14	$ 1.00	$ 14.00	0.00	$ -		$ -	0	$ -	0%	$ 14.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	4,555	$ 3.92	$ 17,855.60	0.00	$ -		$ -	0.00	$ -	0%	$ 17,855.60	$ -
	CCTV SD Pipe (Once per Year)	4,555	$ 3.59	$ 16,352.45	0.00	$ -		$ -	0.00	$ -	0%	$ 16,352.45	$ -

The above breakdown is for accounting purposes only!

FCD GF 3	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	32	$ 115.00	$ 3,680.00	0.00	$ -		$ -	0	$ -	0%	$ 3,680.00	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	32	$ 115.00	$ 3,680.00	0.00	$ -		$ -	0	$ -	0%	$ 3,680.00	$ -
	Photo Document w/o CPS Units (First Cleaning)	32	$ 1.00	$ 32.00	0.00	$ -		$ -	0	$ -	0%	$ 32.00	$ -
	Photo Document w/o CPS Units (Second Cleaning)	32	$ 1.00	$ 32.00	0.00	$ -		$ -	0	$ -	0%	$ 32.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	4,046	$ 3.92	$ 15,860.32	0.00	$ -		$ -	0.00	$ -	0%	$ 15,860.32	$ -
	Clean SD Pipe Over 36" (Once Per Year)	120	$ 3.99	$ 478.80	0.00	$ -		$ -	0.00	$ -	0%	$ 478.80	$ -
	CCTV SD Pipe (Once per Year)	4,166	$ 3.59	$ 14,955.94	0.00	$ -		$ -	0.00	$ -	0%	$ 14,955.94	$ -
FC GF 3	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	4	$ 172.33	$ 689.32	0.00	$ -		$ -	0	$ -	0%	$ 689.32	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	4	$ 172.33	$ 689.32	0.00	$ -		$ -	0	$ -	0%	$ 689.32	$ -
	Photo Document w/ CPS Units (First Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	384	$ 3.92	$ 1,505.28	0.00	$ -		$ -	0.00	$ -	0%	$ 1,505.28	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	384	$ 3.59	$ 1,378.56	0.00	$ -		$ -	0.00	$ -	0%	$ 1,378.56	$ -
FC GF 4	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	7	$ 172.33	$ 1,206.31	0.00	$ -		$ -	0	$ -	0%	$ 1,206.31	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	7	$ 172.33	$ 1,206.31	0.00	$ -		$ -	0	$ -	0%	$ 1,206.31	$ -
	Photo Document w/ CPS Units (First Cleaning)	7	$ 1.00	$ 7.00	0.00	$ -		$ -	0	$ -	0%	$ 7.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	7	$ 1.00	$ 7.00	0.00	$ -		$ -	0	$ -	0%	$ 7.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	1,109	$ 3.92	$ 4,347.28	0.00	$ -		$ -	0.00	$ -	0%	$ 4,347.28	$ -
	CCTV SD Pipe (Once per Year)	1,109	$ 3.59	$ 3,981.31	0.00	$ -		$ -	0.00	$ -	0%	$ 3,981.31	$ -
FC GF 5	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	21	$ 172.33	$ 3,618.93	0.00	$ -		$ -	0	$ -	0%	$ 3,618.93	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	21	$ 172.33	$ 3,618.93	0.00	$ -		$ -	0	$ -	0%	$ 3,618.93	$ -
	Photo Document w/ CPS Units (First Cleaning)	21	$ 1.00	$ 21.00	0.00	$ -		$ -	0	$ -	0%	$ 21.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	21	$ 1.00	$ 21.00	0.00	$ -		$ -	0	$ -	0%	$ 21.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	4,065	$ 3.92	$ 15,934.80	0.00	$ -		$ -	0.00	$ -	0%	$ 15,934.80	$ -
	Clean SD Pipe Over 36" (Once Per Year)	329	$ 3.99	$ 1,312.71	0.00	$ -		$ -	0.00	$ -	0%	$ 1,312.71	$ -
	CCTV SD Pipe (Once per Year)	4,394	$ 3.59	$ 15,774.46	0.00	$ -		$ -	0.00	$ -	0%	$ 15,774.46	$ -
FC GF 6	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -

The above breakdown is for accounting purposes only!

	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	23	$ 172.33	$ 3,963.59	0.00	$ -		$ -	0	$ -	0%	$ 3,963.59	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	23	$ 172.33	$ 3,963.59	0.00	$ -		$ -	0	$ -	0%	$ 3,963.59	$ -
	Photo Document w/ CPS Units (First Cleaning)	23	$ 1.00	$ 23.00	0.00	$ -		$ -	0	$ -	0%	$ 23.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	23	$ 1.00	$ 23.00	0.00	$ -		$ -	0	$ -	0%	$ 23.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	2,713	$ 3.92	$ 10,634.96	0.00	$ -		$ -	0.00	$ -	0%	$ 10,634.96	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	2,713	$ 3.59	$ 9,739.67	0.00	$ -		$ -	0.00	$ -	0%	$ 9,739.67	$ -
FC GF 7	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	9	$ 172.33	$ 1,550.97	0.00	$ -		$ -	0	$ -	0%	$ 1,550.97	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	9	$ 172.33	$ 1,550.97	0.00	$ -		$ -	0	$ -	0%	$ 1,550.97	$ -
	Photo Document w/ CPS Units (First Cleaning)	9	$ 1.00	$ 9.00	0.00	$ -		$ -	0	$ -	0%	$ 9.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	9	$ 1.00	$ 9.00	0.00	$ -		$ -	0	$ -	0%	$ 9.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	854	$ 3.92	$ 3,347.68	0.00	$ -		$ -	0.00	$ -	0%	$ 3,347.68	$ -
	CCTV SD Pipe (Once per Year)	854	$ 3.59	$ 3,065.86	0.00	$ -		$ -	0.00	$ -	0%	$ 3,065.86	$ -
FC GF 8	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	Photo Document w/ CPS Units (First Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	682	$ 3.92	$ 2,673.44	0.00	$ -		$ -	0.00	$ -	0%	$ 2,673.44	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	682	$ 3.59	$ 2,448.38	0.00	$ -		$ -	0.00	$ -	0%	$ 2,448.38	$ -
FC GF 13	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	4	$ 115.00	$ 460.00	0.00	$ -		$ -	0	$ -	0%	$ 460.00	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	4	$ 115.00	$ 460.00	0.00	$ -		$ -	0	$ -	0%	$ 460.00	$ -
	Photo Document w/o CPS Units (First Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	Photo Document w/o CPS Units (Second Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	CB Cleaning w/ REM Filters (First Cleaning)	1	$ 134.00	$ 134.00	0.00	$ -		$ -	0	$ -	0%	$ 134.00	$ -
	CB Cleaning w/ REM Filters (Second Cleaning)	1	$ 134.00	$ 134.00	0.00	$ -		$ -	0	$ -	0%	$ 134.00	$ -
	Photo Document w/ REM Filters (First Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Photo Document w/ REM Filters (Second Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	180	$ 3.92	$ 705.60	0.00	$ -		$ -	0.00	$ -	0%	$ 705.60	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	180	$ 3.59	$ 646.20	0.00	$ -		$ -	0.00	$ -	0%	$ 646.20	$ -
FC GF 16	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -

The above breakdown is for accounting purposes only!

	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	4	$ 172.33	$ 689.32	0.00	$ -		$ -	0	$ -	0%	$ 689.32	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	4	$ 172.33	$ 689.32	0.00	$ -		$ -	0	$ -	0%	$ 689.32	$ -
	Photo Document w/ CPS Units (First Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	4	$ 1.00	$ 4.00	0.00	$ -		$ -	0	$ -	0%	$ 4.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	92	$ 3.92	$ 360.64	0.00	$ -		$ -	0.00	$ -	0%	$ 360.64	$ -
	Clean SD Pipe Over 36" (Once Per Year)	1,553	$ 3.99	$ 6,196.47	0.00	$ -		$ -	0.00	$ -	0%	$ 6,196.47	$ -
	CCTV SD Pipe (Once per Year)	1,645	$ 3.59	$ 5,905.55	0.00	$ -		$ -	0.00	$ -	0%	$ 5,905.55	$ -
FC GF 19	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	1	$ 172.33	$ 172.33	0.00	$ -		$ -	0	$ -	0%	$ 172.33	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	1	$ 172.33	$ 172.33	0.00	$ -		$ -	0	$ -	0%	$ 172.33	$ -
	Photo Document w/ CPS Units (First Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	43	$ 3.92	$ 168.56	0.00	$ -		$ -	0.00	$ -	0%	$ 168.56	$ -
	Clean SD Pipe Over 36" (Once Per Year)	110	$ 3.99	$ 438.90	0.00	$ -		$ -	0.00	$ -	0%	$ 438.90	$ -
	CCTV SD Pipe (Once per Year)	153	$ 3.59	$ 549.27	0.00	$ -		$ -	0.00	$ -	0%	$ 549.27	$ -
	Reinforced Concrete Box (SD)												
	Clean SD Reinforced Concrete Box (Once per Year)	2228	$ 4.63	$ 10,315.64	0.00	$ -		$ -	0.00	$ -	0%	$ 10,315.64	$ -
	CCTV SD Reinforced Concrete Box (Once per Year)	2228	$ 4.63	$ 10,315.64	0.00	$ -		$ -	0.00	$ -	0%	$ 10,315.64	$ -
FC GF 23	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	Photo Document w/ CPS Units (First Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	120	$ 3.92	$ 470.40	0.00	$ -		$ -	0.00	$ -	0%	$ 470.40	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	120	$ 3.59	$ 430.80	0.00	$ -		$ -	0.00	$ -	0%	$ 430.80	$ -
FC GF 24	**$ -**												
	Storm Drain Line (SD)												
	Clean SD Pipe 36" and Under (Once per Year)	0	$ 3.92	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	Clean SD Pipe Over 36" (Once Per Year)	680	$ 3.99	$ 2,713.20	0.00	$ -		$ -	0.00	$ -	0%	$ 2,713.20	$ -
	CCTV SD Pipe (Once per Year)	680	$ 3.59	$ 2,441.20	0.00	$ -		$ -	0.00	$ -	0%	$ 2,441.20	$ -
FC GF 25	**$ -**												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	Photo Document w/ CPS Units (First Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -

The above breakdown is for accounting purposes only!

	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	189	$ 3.92	$ 740.88	0.00	$ -		$ -	0.00	$ -	0%	$ 740.88	$ -
	CCTV SD Pipe (Once per Year)	189	$ 3.59	$ 678.51	0.00	$ -		$ -	0.00	$ -	0%	$ 678.51	$ -
FC GF 29	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	3	$ 172.33	$ 516.99	0.00	$ -		$ -	0	$ -	0%	$ 516.99	$ -
	Photo Document w/ CPS Units (First Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	3	$ 1.00	$ 3.00	0.00	$ -		$ -	0	$ -	0%	$ 3.00	$ -
	Inlets												$ -
	Inlet Cleaning (First Cleaning)	1	$ 115.50	$ 115.50	0.00	$ -		$ -	0	$ -	0%	$ 115.50	$ -
	Inlet Cleaning (Second Cleaning)	1	$ 115.50	$ 115.50	0.00	$ -		$ -	0	$ -	0%	$ 115.50	$ -
	Photo Document Inlet (First Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Photo Document Inlet (Second Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	672	$ 3.92	$ 2,634.24	0.00	$ -		$ -	0.00	$ -	0%	$ 2,634.24	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	672	$ 3.59	$ 2,412.48	0.00	$ -		$ -	0.00	$ -	0%	$ 2,412.48	$ -
FC GF 30	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	11	$ 172.33	$ 1,895.63	0.00	$ -		$ -	0	$ -	0%	$ 1,895.63	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	11	$ 172.33	$ 1,895.63	0.00	$ -		$ -	0	$ -	0%	$ 1,895.63	$ -
	Photo Document w/ CPS Units (First Cleaning)	11	$ 1.00	$ 11.00	0.00	$ -		$ -	0	$ -	0%	$ 11.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	11	$ 1.00	$ 11.00	0.00	$ -		$ -	0	$ -	0%	$ 11.00	$ -
	Inlets											$ -	$ -
	Inlet Cleaning (First Cleaning)	1	$ 115.50	$ 115.50	0.00	$ -		$ -	0	$ -	0%	$ 115.50	$ -
	Inlet Cleaning (Second Cleaning)	1	$ 115.50	$ 115.50	0.00	$ -		$ -	0	$ -	0%	$ 115.50	$ -
	Photo Document Inlet (First Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Photo Document Inlet (Second Cleaning)	1	$ 1.00	$ 1.00	0.00	$ -		$ -	0	$ -	0%	$ 1.00	$ -
	Storm Drain Line (SD)												$ -
	Clean SD Pipe 36" and Under (Once per Year)	440	$ 3.92	$ 1,724.80	0.00	$ -		$ -	0.00	$ -	0%	$ 1,724.80	$ -
	Clean SD Pipe Over 36" (Once Per Year)	5,019	$ 3.99	$ 20,025.81	0.00	$ -		$ -	0.00	$ -	0%	$ 20,025.81	$ -
	CCTV SD Pipe (Once per Year)	5,459	$ 3.59	$ 19,597.81	0.00	$ -		$ -	0.00	$ -	0%	$ 19,597.81	$ -
	Reinforced Concrete Box (SD)												
	Clean SD Reinforced Concrete Box (Once per Year)	130	$ 4.63	$ 601.90	0.00	$ -		$ -	0.00	$ -	0%	$ 601.90	$ -
	CCTV SD Reinforced Concrete Box (Once per Year)	130	$ 4.63	$ 601.90	0.00	$ -		$ -	0.00	$ -	0%	$ 601.90	$ -
Perris Blvd	**$ -**												
	Catch Basin												
	CB Cleaning w/o CPS Units (First Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/o CPS Units (Second Cleaning)	0	$ 115.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (First Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	Photo Document w/o CPS Units (Second Cleaning)	0	$ 1.00	$ -	0.00	$ -		$ -	0	$ -	#DIV/0!	$ -	$ -
	CB Cleaning w/ CPS Units (First Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	CB Cleaning w/ CPS Units (Second Cleaning)	2	$ 172.33	$ 344.66	0.00	$ -		$ -	0	$ -	0%	$ 344.66	$ -
	Photo Document w/ CPS Units (First Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -
	Photo Document w/ CPS Units (Second Cleaning)	2	$ 1.00	$ 2.00	0.00	$ -		$ -	0	$ -	0%	$ 2.00	$ -
	Storm Drain Line (SD)												$ -

The above breakdown is for accounting purposes only!

	Clean SD Pipe 36" and Under (Once per Year)	226	$ 3.92	$ 885.92	0.00	$ -		$ -	0.00	$ -	0%	$ 885.92	$ -
	Clean SD Pipe Over 36" (Once Per Year)	1,686	$ 3.99	$ 6,727.14	0.00	$ -		$ -	0.00	$ -	0%	$ 6,727.14	$ -
	CCTV SD Pipe (Once per Year)	1,912	$ 3.59	$ 6,864.08	0.00	$ -		$ -	0.00	$ -	0%	$ 6,864.08	$ -
Orange Rd	**$ -**												
	Storm Drain Line (SD)												
	Clean SD Pipe 36" and Under (Once per Year)	117	$ 3.92	$ 458.64	0.00	$ -		$ -	0.00	$ -	0%	$ 458.64	$ -
	Clean SD Pipe Over 36" (Once Per Year)	0	$ 3.99	$ -	0.00	$ -		$ -	0.00	$ -	200%	$ -	$ -
	CCTV SD Pipe (Once per Year)	117	$ 3.59	$ 420.03	0.00	$ -		$ -	0.00	$ -	0%	$ 420.03	$ -
	SUBTOTALS			**$ 318,979.26**		**$ -**		**$ -**		**$ -**	**0%**	**$ 318,979.26**	**$ -**
	$ -												
	Change Orders												
	GRAND TOTALS			**$ 318,979.26**		**$ -**		**$ -**		**$ -**	**0%**	**$ 318,979.26**	**$ -**

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Date: _____

The above breakdown is for accounting purposes only!

ATTACHMENT 3

Attachment B-2 – Storm Dain Facilities Inventory – FCGF North

FLOOD CONTROL - GENERAL FUND - NORTH OF NUEVO RD.

| | 2 x Year | 2 x Year | 2 x Year | 2 x Year | 2 x Year | 2 x Year | 2 x Year | PIPE - ONCE EVERY TWO YEARS | | |

CITY OF PERRIS

10.B

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Conduct the Second Reading by Title Only and Adopt Ordinance Number 1481 Approving Zoning Code Text Amendment 26-00002 – A city-initiated proposal to amend Title 19 (Zoning Code) of the Perris Municipal Code to prohibit data centers citywide. Applicant: City of Perris.

REQUESTED ACTION: Second Reading and Adoption of Ordinance No. 1481 approving Zoning Code Text Amendment 26-00002 to prohibit data centers citywide, based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On October 13, 2026, the City Council unanimously voted 5-0 to introduce the first reading of Ordinance No. 1481, approving Zoning Code Text Amendment 26-00002 to prohibit data centers citywide.

The ordinance includes a modification to the definition of a data center by removing the word "primarily" from the phrase "… ~~primarily~~ for housing of a computer network or computer systems" to avoid potential claims that a project does not qualify as a data center because the building is not primarily used to house a computer network or computer systems.

RECOMMENDATION:

Staff is recommending the adoption of Ordinance No. 1481, 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 in the Ordinance. Upon adoption of the Ordinance, the code amendment will become effective on December 10, 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. 1481 Adopting the Zoning Code Text Amendment
2. City Council Staff Reports without Exhibits- Dated October 13, 2026

ATTACHMENT 1

Ordinance No. 1481 Adopting the Zoning Code Text Amendment

ORDINANCE NUMBER 1481

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 10th day of November, 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 1481 was duly and regularly adopted by the CityCouncil of the City of Perris at a regular meeting held on the 10th day of November, 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 computer network or computer systems or 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* 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

City Council Staff Report without Exhibits – Dated October 13, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: Consideration to Adopt Resolution No. (next in order) and Introduce and Conduct the First Reading by Title Only of Ordinance No. (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
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

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

Attachments:

1. Ordinance No. (*Next in Order*) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code
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
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

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

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.C

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt, by title only, the Second Reading of Ordinance Number 1483 approving the updated Stephens Kangaroo Rat Mitigation Fee (SKR) ordinance to include an annual Consumer Price Index adjustment on all new development impact fees.

REQUESTED ACTION: Second Reading and Adoption of Ordinance 1483 approving the updated SKR ordinance to include an annual CPI-U adjustment.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On October 13, 2026, the City Council voted 5-0 to introduce the first reading of Ordinance 1483 to update the Stephen Kangaroo Rate (SKR) for new development projects, as summarized below.

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

The new SKR fee will be effective January 1, 2027, and annually thereafter will include an automatic annual Consumer Price Index adjustment.

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the second reading of Ordinance 1483 to update the City's SKR ordinance with an annual Consumer Price Index (CPI) adjustment. Upon adoption of the Ordinance, the updated SKR mitigation fee program will take effect on January 1, 2027.

BUDGET (or FISCAL) IMPACT:

The cost for staff preparation of this item is covered by the 2026-2027 Development Services Budget.

Prepared By: Gustavo Lua, Counter Services Supervisor

Attachments:
1. SKR Ordinance 1483.pdf
2. Nexus Study.pdf
3. Staff Report from First Reading October 13 2026 without Attachments (1).pdf

ATTACHMENT 1

ORDINANCE NO. 1483

ORDINANCE NUMBER 1483

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. 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 10th day of November, 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 1483 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 10th day of November, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Attachment 1: Nexus Study

ATTACHMENT 2

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.

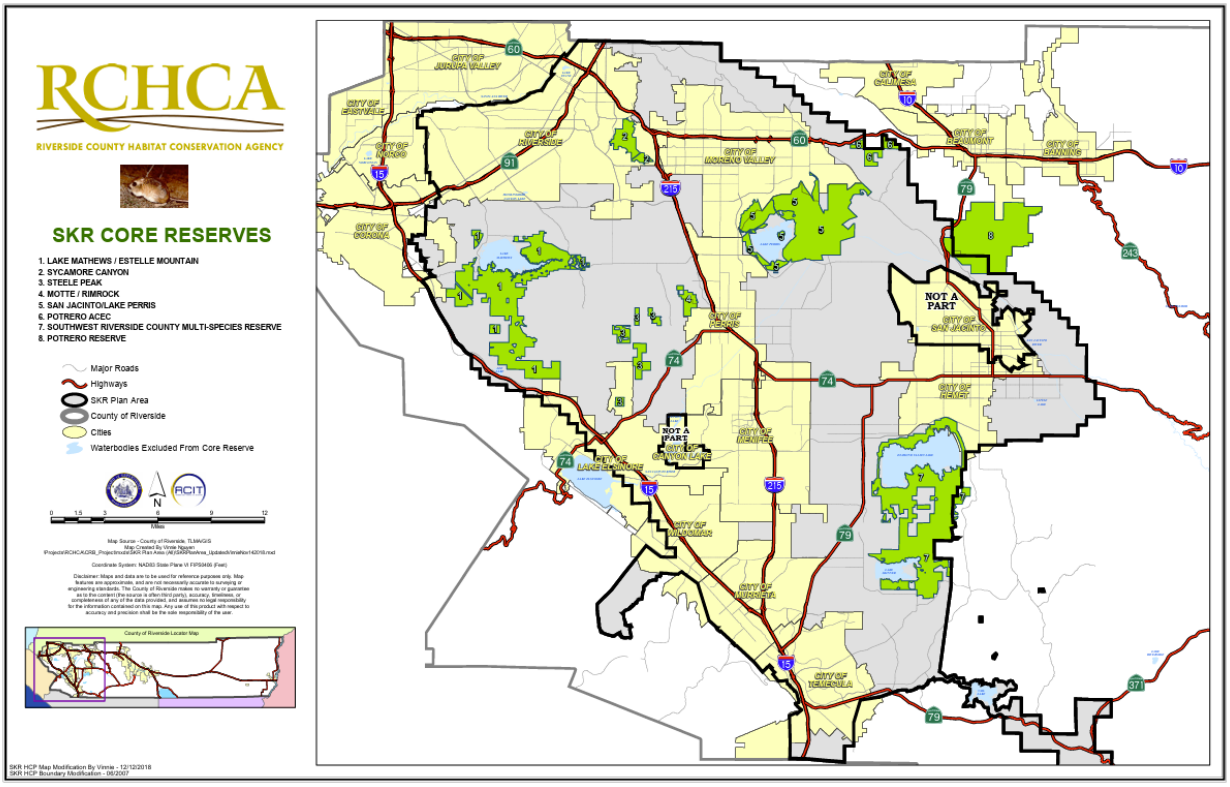
This first chapter includes background on the SKR HCP, the recommended updated fee schedule, and a summary of the technical findings. The subsequent chapters provide detailed technical analysis and the required nexus findings for fee updates under the Mitigation Fee Act.

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 3

Staff Report from 1st Reading on October 13, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: October 13, 2026

SUBJECT: 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

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.

DISCUSSION

The proposed Ordinance (**see Attachment 1**) and 2026 Nexus Study provide 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
REVIEWED BY: Jorge Caballero, Building Official/Fire Marshall

City Attorney _____

Assistant City Manager_____
Assistant City Manager _____

Attachments: 1. Ordinance Number (Next in Order)
2. Current SKR Ordinance 1038
3. Nexus Study Link
4. Notice of Public Hearing

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

CITY OF PERRIS

10.D

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Approve a Professional Services Agreement with Cadence Environmental Consultants, Inc. in an amount not to exceed $600,000 for a two-year term ending November 10, 2028, to provide professional environmental services in compliance with the California Environmental Quality Act (CEQA) for the review and processing of city-initiated projects and private development projects. Applicant: City of Perris

REQUESTED ACTION: Approve a Professional Services Agreement with Cadence Environmental Consultants, Inc. in the amount not to exceed $600,000 for a two-year term ending November 10, 2028, for professional environmental review services in compliance with the California Environmental Quality Act (CEQA) for the review and processing of City-initiated projects and private development projects, and authorize the City Manager to execute the agreement and all necessary documents, subject to the City Attorney's approval as to form.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The proposal is a request to authorize the approval of a Professional Services Agreement with Cadence Environmental Consultants, Inc. (Cadence Inc.) for an amount not to exceed $600,000 for a two-year term ending November 10, 2028. The agreement would reduce the need to prepare individual contracts for as-needed environmental consulting services to support the City's preparation and review of environmental documents under the California Environmental Quality Act (CEQA), particularly for time-sensitive projects requiring immediate attention. This approach is intended to streamline the procurement process, as many of these services fall below the $40,000 threshold for City Manager approval, in the following three areas:

1. **Projects in neighboring jurisdictions:** Assist the City in reviewing and commenting on sensitive projects proposed by neighboring jurisdictions.
2. **City-initiated projects:** Provide environmental consulting services to support CEQA compliance, including environmental analyses and review of requirements related to Assembly Bill 98 (AB

98), such as the City's truck route update.
3. **Private development projects:** Provide peer review of CEQA environmental documents and related technical studies, with costs paid by the respective developers at no cost to the City.

The agreement would allow Cadence to begin work promptly as needs arise, particularly for time-sensitive matters involving neighboring jurisdiction projects or state-mandated requirements with strict response deadlines, and priority development projects.

Staff recommends a sole-source agreement with Cadence based on the firm's extensive experience preparing and peer reviewing environmental documents for the City. The firm has approximately 20 years of experience working with the City and has developed a thorough understanding of its environmental review procedures and project requirements. This established working relationship provides continuity in environmental review services and supports the timely processing of private development and City-initiated projects.

CONTRACT AWARD PROCEDURES AND BEST INTEREST ANALYSIS

Perris Municipal Code Section 3.32.230(3)(e) provides that when the Purchasing Officer or designee determines that it is in the City's best interest to obtain professional services from a specific consultant through direct negotiations regarding the contract terms, scope of work, and compensation, a recommendation must be submitted to the City Council. The contract award is subject to approval by a majority vote of the City Council.

Consistent with this provision, staff recommends a sole-source agreement with Cadence based on its approximately 20 years of experience preparing and peer reviewing environmental documents for the City of Perris. Through this longstanding working relationship, Cadence has developed extensive knowledge of the City's environmental review procedures and has supported various projects, including the ongoing AB 98 truck route update, reviews involving outside agencies, and responses to agency comments. This experience provides continuity and familiarity with the City's environmental review needs.

The proposed agreement would allow the City to obtain environmental consulting services on an as-needed basis for City-initiated projects and reviews of projects proposed by outside agencies or neighboring jurisdictions and private development projects. Services may include the preparation and peer review of environmental documents, technical studies, environmental analyses, responses to comments, and mitigation measures, as applicable.

The agreement would have a two-year term ending November 10, 2028, with compensation not to exceed $600,000. Environmental review costs associated with private development projects would continue to be paid by the respective developers.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Cadence Environmental Consultants, Inc., for an amount not to exceed $600,000 over a two-year term ending

November 10, 2028, and authorize the City Manager to execute the agreement and any necessary documents, including minor, non-substantive changes, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT:

No impact to the General Fund. City-initiated projects will be funded through the current contract services budget under the Development Services Budget. Environmental review costs for private development projects will be paid by the respective developers.

Prepared By: Rafael Garcia, Principal Planner

Attachments:

1. Professional Services Agreement, including Exhibit A (Scope of Work), Exhibit B (Special Requirements), Exhibit C (Schedule of Compensation), Exhibit D (Schedule of Performance), and Exhibit E (Proposal)

ATTACHMENT 1

Professional Services Agreement, including Exhibit A (Scope of Work), Exhibit B (Special Requirements), Exhibit C (Schedule of Compensation), and Exhibit D (Schedule of Performance), and Exhibit E (Proposal)

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
CADENCE ENVIRONMENTAL CONSULTANTS, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 10th day of November, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and CADENCE ENVIRONMENTAL CONSULTANTS, 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 dated June 27, 2025 ("Proposal"), which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's Proposal, 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 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 Six Hundred Thousand Dollars **($600,000.00)** ("**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, but no later

than **November 10, 2028** ("**Term**").

3.3 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement as to each applicable Task as provided in the applicable approved Task Proposal, and shall perform all services within the time period(s) established in the applicable approved Task Proposal. 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 Michael Brown (President, 805.504.2140, mbrown@cadenceenv.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 the City's Planning Manager, 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 $1,000,000 per claim and no less than $1,000,000 general aggregate.

(e) 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.

(f) 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 to City as previously stated.

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, whether the signatures are originals, electronic, or digital, and such counterparts shall constitute one and the same instrument.

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 A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney
[brj]

CONSULTANT:
CADENCE ENVIRONMENTAL CONSULTANTS, INC., a California corporation

By: _____
Name: Michael Brown
Title: President

By: _____
Name: Michael Brown
Title: Secretary

Address: 816 Sausalito Drive
Camarillo, CA 93010

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 the following Services:

A. General. On an on-call basis as provided in Section II below, prepare and provide the City with professional environmental review services in compliance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines for City's processing of private development projects and/or for City projects. The services may include, without limitation:

- Review and/or preparation of Environmental Impact Reports and associated technical studies or addenda, and attending all required public hearings and/or meetings.

- Review and/or preparation of Mitigated Negative Declarations or Negative Declarations and associated technical studies or addenda, and attending all required public hearings and/or meetings.

- Review related to Categorical and/or Statutory Exemptions, including review and/or preparation of associated technical studies or memoranda, and attending all required public hearings and/or meetings.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; an explanation of how the cost was determined; and, a schedule for completion of the task with a task completion date ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. The Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. 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.

IV. As part of the Services, Consultant will prepare and deliver the required tangible work products to City as provided in the applicable approved Task Proposal.

V. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:

A. Status updates as requested by the Contract Officer.

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Michael Brown, President

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

I. Section 2.2, "Invoices", is amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~)**:**

"**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 ***or other applicable rate of compensation or fixed fee***; 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."

EXHIBIT C

SCHEDULE OF COMPENSATION

I. **Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks as provided in Section II below, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Each task shall be performed at a cost not to exceed the applicable Task Budget.**

II. **Consultant's personnel rates are as follows:**

A. Michael Brown, President - $200/hour

III. **City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**

IV. **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 established in the applicable approved Task Proposal.

EXHIBIT E
PROPOSAL

CADENCE
ENVIRONMENTAL CONSULTANTS

T 805.504.2140 E info@cadenceenv.com 816 Sausalito Drive, Camarillo, CA 93010 | cadenceenv.com

June 27, 2025
Rafael Garcia
City of Perris
Development Services Department
135 North D Street
Perris, CA 92507

Re: Request for Proposal for Environmental (CEQA) Consulting Review Services

Dear Rafael,

Cadence Environmental Consultants (Cadence) appreciates this opportunity to submit our statement of qualifications to provide continuing environmental consulting services to the City of Perris. Cadence is very familiar with the City's CEQA review process because we have been providing CEQA review and consulting services to the City of Perris since 2009. To date, we have reviewed over 100 environmental documents on behalf of the City and we have tremendous institutional knowledge of the City, its policies, and its practices. All elements of the Request for Qualifications (RFQ) have been reviewed and understood and it is our desire to enter into a contract under the terms and conditions prescribed by the RFQ and in the Sample Agreement.

The contact person for this effort is Michael Brown, the Cadence President, who has been providing CEQA review services to the City since 2005. He may be reached at (805) 504-2140 and mbrown@cadenceenv.com.

Sincerely yours,

Michael Brown
President

RFP ENVIRONMENTAL (CEQA) REVIEW SERVICES

Prepared for:

City of Perris
Development Services Department
135 North D Street
Perris, CA 92507

Prepared by:

Cadence Environmental Consultants
816 Sausalito Drive
Camarillo, CA 93010
805-504-2140

CADENCE
ENVIRONMENTAL CONSULTANTS

June 2025

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RFP ENVIRONMENTAL (CEQA) REVIEW SERVICES

STATEMENT OF UNDERSTANDING AND APPROACH

Cadence Environmental Consultants (Cadence) understands that the City of Perris is seeking qualified entities or individuals to conduct environmental reviews under the California Environmental Quality Act (CEQA) for future land use development projects. Cadence is very familiar with this approach because we have been providing CEQA review and consulting services to the City of Perris since 2009. Since at least 2005, the City of Perris has allowed applicants to hire their consultants and submit the environmental documents for their projects. City staff are very busy managing and processing land use development projects and they often have neither the time nor the technical expertise to review the environmental documents submitted by the applicants. In response, a consultant has been retained to provide the environmental review on behalf of the City. The purpose of this review is to check for technical accuracy and to ensure that the environmental documents represent the practices and opinions of the City. At first, this review effort only focused on larger industrial projects but it has expanded to other types of projects due to the limitations of staff time and expertise. More recently, the task has also expanded to reviewing environmental reports for projects in other jurisdictions that may affect the City of Perris.

Cadence is pleased to have been the environmental report peer review consultant for the City since 2009. Prior to that time, Michael Brown, the Cadence President, provided the environmental report peer review services for Perris while working for a previous firm. In fact, the City of Perris was Cadence's first client when it was formed in 2009.

Cadence has not only provided environmental report peer review services for the City, it has also provided environmental analysis of City projects and provided analyses for presentation to the City Council.

The approach of Cadence for the requested services is to continue to provide environmental report peer review services for the City of Perris while also providing environmental analyses for City projects. Nearly all of this work will be conducted by Michael Brown, the Cadence President. Michael has been providing environmental services to the City since 2005. As such, he has substantial institutional knowledge of the City of Perris, it's history, and its practices. Michael has helped to develop these practices. Subconsultants are not often employed but are brought in when needed for a particular project or issue.

When working on behalf of a lead agency such as the City of Perris, it is important to ensure that there is no conflict of interest between the City and its project applicants or other jurisdictions. Cadence does not perform any work for applicants that have or are likely to have projects within Perris. Likewise, Cadence does not perform any work for nearby jurisdictions that have projects that may affect the City of Perris. We represent the City of Perris first and foremost.

COMPANY INFORMATION

Cadence is a California corporation that began operations in 2009. We prepare environmental impact analyses under CEQA and associated technical reports. We also provide peer review services to public agencies, mitigation monitoring and reporting services, and noise ordinance enforcement services. Our speciality is the evaluation of impacts associated with air quality, greenhouse gas emissions, and environmental noise.

Cadence is located at the following address:

816 Sausalito Drive
Camarillo, CA 93010
(805) 504-2140

The President of Cadence is Michael Brown, who has been an environmental planning consultant for 38 years. He may be reached at mbrown@cadenceenv.com.

Cadence staff experience includes a wide range of environmental planning services from single issue technical reports to some of the largest new developments in California. The diverse range of projects in which we have had major roles include:

- General Plans
- Specific Plans
- Commercial/Office/Industrial
- Educational/Institutional
- Public Uses
- Redevelopment
- Infrastructure Improvement
- Transit
- Entertainment/Studio
- Airport Improvements
- Surface Mining
- Petroleum Extraction

The range of services provided by Cadence include the following:

- CEQA Documentation
- Air Quality/Greenhouse Gas/ and Noise Impact Analysis
- Peer Review

- Water Supply Assessments
- Noise Ordinance Enforcement
- Mitigation Monitoring and Reporting
- Environmental Constraints Analysis

Cadence is pleased to report that it has not been the subject of any litigation, mediation, or arbitration since its inception. Also, no disciplinary action has been taken against Cadence or its staff. Cadence has never filed for bankruptcy under this or any other name. Cadence has also always paid its employees and subconsultants.

COMPANY PERSONNEL

Michael Brown is the President of Cadence and its principal environmental analyst. He has been an environmental planning consultant for 38 years and has all of the experience and range of services listed previously in the Company Information section. He may be reached at (805) 504-2140 and mbrown@cadenceenv.com. He has been providing environmental consulting services to the City of Perris since 2005.

Subconsultants are not often employed but brought in when needed for a particular project or issue.

EXPERIENCE AND REFERENCES

Environmental Report Peer Review Services

Cadence has been providing environmental report peer review services to the City of Perris since 2009. To date, Cadence has peer reviewed the environmental documents for 96 projects within the City of Perris. One recent example is the **Perris Valley Commerce Center Specific Plan Amendment Number 13 (SPA 19-05287) & Development Plan Review (DPR 19-00012)** project. This project not only required the review of the Draft and Final Environmental Impact Reports, but an additional alternative proving more commercial uses was developed and reviewed prior to certification of the EIR and approval of the project by the City Council.

Cadence has has also peer reviewed environmental documents on behalf of the City of Perris for seven projects located in other jurisdictions. Working with City staff and the City Attorney's office, the information provided by Cadence has been incorporated into the City's comment letters on those projects. One recent example is the **Northern Gateway Logistics Center** project in the City of Menifee.

Environmental Document Preparation

Cadence has conducted several environmental analyses for the City of Perris. In 2021, Cadence prepared the Negative Declaration for the **City of Perris Proposed Truck Routes**. This project amended the

adopted truck routes in the Perris Municipal Code, City of Perris General Plan Circulation Element, and Perris Valley Commerce Center Specific Plan. The MND was adopted by the City of Perris City Council.

Cadence recently prepared the Environmental Impact Report for the **Camarillo Springs GPA 2017-2** project in the City of Camarillo. This project involved a request to change the land use and zoning designations for a 31-acre portion of a larger 182-acre golf course to allow for the development of up to 248 new age-restricted (55+) single family, detached residential units. The residential development would include a private recreation center and open spaces that include two pocket parks and walking trail connectivity to the surrounding community. Development of the residential area would require a reconfiguration and update of the existing golf course. The project also included a drainage plan that was proposed to remove 27 existing mobile home lots from the existing FEMA 100-year floodplain. Ultimately, the project was not approved but the EIR provided the City Council with the information to make their informed decision.

Cadence recently prepared the Second Subsequent Mitigated Negative Declaration for the **Camarillo Costco** project in the City of Camarillo. This project involved a major modification to an approved Conditional Use Permit to allow the development of a new 163,177-square-foot, one-story Costco Wholesale retail building and free-standing fuel facility with 16 dispensers (i.e., 32 fueling positions) and a parking lot consisting of approximately 901 stalls on the eastern 20 acres of a 44.84-acre project site. The project was approved unanimously by the City Council. The City's approval has been subject to a legal challenge but the courts have so far ruled in favor of the City and other defendants.

The contact person for the two projects in Camarillo is as follows:

Jaclyn Lee, AICP
Planning Manager
City of Camarillo
Department of Community Development
601 Carmen Drive
Camarillo, CA 93010
(805) 388-5616
jlee@cityofcamarillo.org

EVIDENCE OF INSURANCE

Cadence maintains commercial general liability coverage through Westchester Specialty Insurance Services, Inc. The following pages show the coverage that is provided. These limits meet the City's coverage requirements. A copy of the complete policy can be provided if requested by the City. Although the City of Perris is currently not listed in our policy as an additional insured, the City will be added to the policy if Cadence is selected for this work effort.

DISCLOSURES

Cadence, any officer of Cadence, or any employee of Cadence who has proprietary interest in Cadence, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation.

Cadence, any officer of Cadence, or any employee of Cadence who has proprietary interest in Cadence, has never had any administrative proceedings, claims, lawsuits, or other exposures pending against Cadence.

Cadence, any officer of Cadence, or any employee of Cadence who has proprietary interest in Cadence, has never had any business relationships with any current City of Perris elected officials, appointed officials, or City employees.

Having provided CEQA consulting services to the City of Perris since 2005, Michael Brown, the Cadence President, has developed friendships with several City of Perris appointed officials and City employees. These friendships have not affected his ability to provide CEQA consulting services in the best interest of the City of Perris.

NO FLAT CANCELLATION

Westchester
A Chubb Company

Westchester Specialty Insurance Services, Inc.

Environmental General Liability Policy Declarations

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy Number: G24403464 013 **Renewal of:** G24403464 012

Item 1. Named Insured: Cadence Environmental Consultants, Inc.
816 Sausalito Dr
Camarillo, CA 93010

The Named Insured is a: ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Other: _____

Item 2. Producer: SULLIVAN BROKERS WHOLESALE INSURANCE SOLUTIONS INC
800 WEST 6TH STREET
SUITE 1800
LOS ANGELES, CA 90017

Item 3. Policy Period: Inception Date: 06/01/2025 Expiration Date: 06/01/2026

*(12:01 A.M. Standard time at the address shown in Item **1.**)*

If "NOT INCLUDED" appears, then no such Coverage is provided under this policy.

Item 4. Limits of Insurance:

Commercial General Liability Coverage

Each Occurrence Limit	**$1,000,000**	
General Aggregate Limit (Other than Products/Completed Operations)	**$2,000,000**	
Products/Completed Operations Aggregate Limit	**$2,000,000**	
Personal & Advertising Injury Limit	**$1,000,000**	Any One Person or Organization
Damage to Premises Rented to You	**$50,000**	Any One Premises
Medical Payments	**$10,000**	Any One Person
Contractors Pollution Liability Coverage Part	**$1,000,000**	Each Pollution Condition
Professional Liability Coverage Part	**$1,000,000**	Each Claim

Item 5. Deductible:

Commercial General Liability Coverage	**$2,500**	Each Occurrence
Contractors Pollution Liability Coverage Part	**$2,500**	Each Pollution Condition
Professional Liability Coverage Part	**$2,500**	Each Claim

Item 6. Advance Premium: **$** 3,298 (25% minimum earned)

Item 7. Rate: **$** Flat - Not Auditable

Item 8. Estimated Basis: **$** 200,000 (Estimated Revenue)

California Premium: $3,298.00
Non-Taxable Fees: $250.00
Taxable Fees:
Surplus Lines Tax: $98.94
Stamping Fee: $5.94

Item 9. **Retroactive Date:**

Commercial General Liability Coverage:	Not Applicable
Contractors Pollution Liability Coverage Part:	Not Applicable
Professional Liability Coverage Part:	06/01/2013

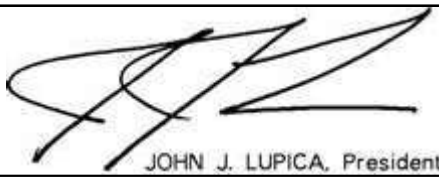
Item 10. **Covered Locations:** Not Applicable

Item 11. **Forms and Endorsements:**

SL-17888 (01/17) -	California Notice to Insured
WSG084 (05/11) -	Surplus Lines Broker Notice
LD-5S23I (04/22) -	Signature Endorsement
CG 00 01 (04/13) -	Commercial General Liability Coverage Form
ENV-1203 (03/10) -	Contractors Pollution Liability Coverage Endorsement - Occurrence - Elite
ENV-1205 (03/14) -	Professional Liability Coverage Endorsement - Claims-Made - Elite
ENV-1230 (03/10) -	Non-Owned Disposal Site(s) Liability - Elite
ALL-21101 (11/06) -	Trade or Economic Sanctions Endorsement
CG 20 10 (04/13) -	Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization
CG 20 37 (04/13) -	Additional Insured - Owners, Lessees Or Contractors - Completed Operations
CG 21 06 05 14 -	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 32 (05/09) -	Communicable Disease Exclusion
ENV-3103 (12/10) -	All Known or Reported Incidents Exclusion
ENV-3107 (09/04) -	Common Policy Conditions
ENV-3110 (09/04) -	Deductible Liability Insurance Endorsement
ENV-3137 (08/04) -	Separate Defense Limit Endorsement - Contractors Pollution Liability Coverage
ENV-3138 (08/04) -	Separate Defense Limit Endorsement - Professional Liability Coverage
ENV-3143 (03/05) -	Waiver of Transfer of Rights of Recovery Against Others to Us
ENV-3146 (09/22) -	Transportation Pollution Liability Coverage Endorsement (Owned)
ENV-3147 (10-12) -	Global Program Solutions Amendatory (Foreign Indemnity) Endorsement
ENV-3154 (04/20) -	Definition of Pollution Conditions Amendatory Endorsement
ENV-3240 (10/21) -	Coverage Part Changes Endorsement
ENV-3241 (01/18) -	Non-Accumulation of Limits Endorsement - Commercial General Liability
ENV-3242 (01/17) -	Exclusion – Other Project-Specific Insurance Endorsement
ENV-3250 (12/18) -	Additional Insured Endorsement - Ongoing Work or Operations
ENV-3251 (12/18) -	Additional Insured Endorsement - Products - Completed Operations Hazard
ENV-3252 (12/18) -	Primary And Noncontributory - Other Insurance Condition
ENV-3257 (04/20) -	Communicable, Contagious or Prion Disease Exclusionary Endorsement - Professional Liability
ENV-5100 (06/11) -	Asbestos Amendatory Endorsement
ENV-5102 (10/04) -	Nuclear Hazard Liability Exclusion
ENV-5519 (09/04) -	Earned Premium Endorsement - 25% Minimum Earned
ENV-6100 (08/04) -	Construction Management Professional Exclusion - General Liability Coverage
ENV-6101 (08/04) -	Engineers, Architects and Surveyors Professional Exclusion - General Liability Coverage
ENV-6102 (08/04) -	Inspection, Appraisal and Survey Exclusion - General Liability Coverage
ENV-6103 (08/04) -	Testing or Consulting Professional Liability Exclusion - General Liability Coverage
ENV-6104 (08/04) -	Total Pollution Exclusion - General Liability Coverage
ENV-6105 (08/04) -	Employment Related Practices Exclusion
ENV-6106 (01/05) -	Defined Words and Phrases Endorsement
ENV-7109 (01/19) -	New York Labor Law Exclusion And Employer's Liability Amendatory Endorsement
ENV-7110 (02/05) -	Hired and Non-Owned Auto Liability Coverage Endorsement
ENV-9950 (01/15) -	Exclusion of Certified Acts of Terrorism

ENVM-484 -	Designated Country Limitation Endorsement
SL-34255b (04/23) -	Service of Suit Endorsement
TRIA24a (08/20) -	Policyholders Disclosure Notice of Terrorism Insurance Coverage
ALL-20887 (10/06) -	Chubb Producer Compensation Practices & Policies
IL P 001 01 04 -	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MA-608255e (04/15) -	Claims Directory - Umbrella/Excess Casualty/Environmental

Item 12.



JOHN J. LUPICA, President Date: 06/05/2025

Authorized Representative

CITY OF PERRIS

10.E

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Approve a Professional Services Agreement with Community Works Design Group, LLC, in the amount not to exceed $63,899 (e.g., $58,090 cost proposal plus 10% contingency), to provide professional design services for the 4th Street Corridor Beautification Project. Applicant: City of Perris

REQUESTED ACTION: Approve a Professional Services Agreement with Community Works Design Group, LLC, in the amount not to exceed $63,899 to provide professional design services for the 4th Street Corridor Beautification Project, and authorize the City Manager to execute the agreement and all necessary documents, subject to the City Attorney's approval as to form.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The proposal is a request to authorize approval of a Professional Services Agreement with Community Works Design Group, LLC, in the amount not to exceed $63,899 (e.g., $58,090 cost proposal plus 10% contingency), for up to three design concepts for 4th Street Beautification in downtown Perris from Redlands Avenue to Park Avenue to make it a more vibrant thoroughfare when entering downtown Perris. The goal of the three design concepts is to provide the City Council a range of options to beautify the city's main gateway into Perris and, thereafter, consider allocating capital improvement funding for 4th Street once a concept is selected. The City has already set aside $1 million already set aside in the Capital Improvement Budget for this purpose.

Both the Public Works Subcommittee on August 18, 2026, and the Beautification Subcommittee on September 22, 2026, recommended moving forward with Community Works Design Group, LLC, as the preferred consultant, as they have worked with the city on numerous projects and are the most cost-effective proposal, as summarized in the table below:

Consultant	Proposed Cost
TKE Engineering	$235,263
Gutteridge Haskins and Davey	$186,250
Webb & Associates	$179,150
Engineering Resources of Southern California	$124,668
Community Works Design Group, LLC	$58,090

REQUEST FOR PROPOSAL (RFP) PROCESS

The City issued an RFP for professional design services on June 11, 2026. Proposals were evaluated based on the scope of work, quality and responsiveness, demonstrated competence, professional qualifications, and experience successfully performing similar services. The City received five proposals in response.

Following evaluation of the proposals, staff identified Community Works Design Group, LLC as offering the best overall value based on its demonstrated experience, understanding of the project, approach to community engagement, and competitive cost. The recommendation was presented to the Public Works Committee on August 18, 2026, and the Beautification Subcommittee on September 22, 2026. Both committees concurred with the recommendation to proceed with Community Works Design Group, LLC.

CONTRACT AWARD PROCEDURES AND BEST INTEREST ANALYSIS:

Perris Municipal Code Section 3.32.230(3)(d) requires the Purchasing Officer or designee to prepare a Request for Proposals (RFP) for professional services contracts exceeding $40,000. Consultant selection must be based on demonstrated competence, professional qualifications, and the ability to satisfactorily perform the required services while providing the best value to the City. The Purchasing Officer or designee must submit a formal recommendation to the City Council for consideration, and the contract award requires approval by a majority vote.

Consistent with these requirements, staff recommends that the City Council approve a Professional Services Agreement with Community Works Design Group, LLC for the 4th Street Corridor Beautification Project in an amount not to exceed $63,899.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Community Works Design Group, LLC for professional design services for the 4th Street Corridor Beautification Project in an amount not to exceed $63,899 (e.g., $58,090 plus 10% contingency) and authorize the City Manager to execute the agreement and any necessary documents, including minor, non-substantive changes, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT:

The cost of staff time associated with the RFP process is covered by the FY 2026–2027 Development Services budget. The cost of the Community Works Design Group, LLC proposal will be funded through the 4th Street Improvements Capital Improvement Budget, S060 – 163 Transportation DIF.

Prepared By: Rafael Garcia, Principal Planner

Attachments:

1. Professional Services Agreement, including Exhibit A (Scope of Work), Exhibit B (Special Requirements), Exhibit C (Schedule of Compensation), Exhibit D (Schedule of Performance), and Exhibit E (Proposal)
2. Cost Proposals from Competing Consultants.pdf

ATTACHMENT 1

Professional Services Agreement, including Exhibit A (Scope of Work), Exhibit B (Special Requirements), Exhibit C (Schedule of Compensation), and Exhibit D (Schedule of Performance), and Exhibit E (Proposal)

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
COMMUNITY WORKS DESIGN GROUP, LLC

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this __th day of November, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and Community Works Design Group, LLC ("**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 dated August 11, 2026 ("Proposal"), which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant's Proposal, 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 ***$5,809*** 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 Sixty-three Thousand and Eight Hundred and Ninety-Nine Dollars ($63,899.00) ("**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, but no later

than March 31, 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 Scott Rice (Managing Partner, 951.369.0700, scott@cwdg.fun), 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 the City's Planning Manager, 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 $1,000,000 per claim and no less than $1,000,000 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 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 to City as previously stated.

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.

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 A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny Soltani, City Attorney
[brj]

CONSULTANT:
Community Works Design Group, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 7111 Indiana Avenue, Suite 300
Riverside, CA 92504

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 the following Services:

A. General. Prepare and provide the City with professional design services for the City's 4th Street Corridor Beautification Project. Consultant will serve as the design team for the project, addressing the landscape, monumentation, wayfinding, hardscape, and public engagement components outlined in the City's RFP. Civil and electrical engineering elements are addressed at a conceptual level only; detailed engineering design for those elements is not included in this scope.

B. Tasks. Consultant shall complete the following tasks to perform the Services:

- **TASK 1: PROJECT INITIATION, MEETINGS & COORDINATION-** Consultant will manage all project coordination to ensure the design aligns with the Downtown Specific Plan and the Raised Curb Feasibility Study.
  - Attend the initial kick-off meeting with City staff to confirm the City's specific requirements, aesthetic goals, and cost limitations, and become familiar with the intended scope of the 4th Street Beautification Project.
  - Conduct a field visit of the project area to assess existing parkway conditions and identify opportunities for "greenbelt" integration (as-built plans may not be available).
  - Maintain ongoing coordination with the City's Project Manager, providing regular project status updates through project completion.
  - Prepare agendas for discussion and meeting minutes listing action items.
  - Attend biweekly meetings and provide a detailed, updated project schedule.
  - Maintain continuous awareness of the status of each task and proactively initiate communication with the City to expedite and resolve any issues that may impede progress.
  - Attend two (2) City-designated community events to receive public input on the proposed beautification themes; summarize input received and present findings to City staff.
  - Present the project to the Beautification and Public Works Committee for feedback and incorporate that feedback into the concept drawings/plans.
  - Prepare and deliver a presentation to the City Council for review and approval of preliminary plans/concepts prior to proceeding with final conceptual design.
  - **TASK 1. PROJECT INITIATION/DATA COLLECTION – DELIVERABLES**
    - Meeting agendas and minutes
    - PDF copies of all documents
    - Regular e-mail progress updates and ongoing coordination documentation

Not included: mailing list generation, printing, and distribution of the 1,000-foot resident notifications, which will be completed by the City.

- **TASK 2: <u>CONCEPTUAL DESIGN</u>**
    - Develop and present a minimum of three (3) distinct conceptual design themes for the project area between 7th Street and Redlands Avenue, with supporting details on landscaping, materials, pavement, lighting, and images of proposed materials.
    - Street Concept Plan illustrating the overall corridor layout and proposed improvements.
    - Street Concept Street Sections (conceptual level) showing the integration of raised medians, parkways, and pedestrian amenities within the right-of-way as prepared by RK Engineering.
    - Street Concept Bicycle and Pedestrian Circulation Plan addressing safe crossings and circulation along the corridor.
    - Landscape Planting Design: water-efficient planting palettes featuring native species and shade trees to enhance the corridor's microclimate.
    - Hardscape & Amenities: selection of decorative pavement and crosswalks, ornamental street lighting, decorative trash receptacles, and metal tree grates for areas with limited parkway width.
    - Public Art: Identify opportunities for durable, low-maintenance public art elements that complement the corridor identity and minimize susceptibility to graffiti and vandalism.
    - **<u>TASK 2. CONCEPTUAL DESIGN – DELIVERABLES</u>**
        - Conceptual Design Documents
        - PDF copies of all documents
        - Regular e-mail progress updates and ongoing coordination documentation
- **TASK 3: <u>MONUMENTATION & WAYFINDING CONCEPT PLANS</u>**
    - Monumentation Design: conceptual drawings for arched overhead entry monuments spanning 4th Street and primary City identification signs.
    - Wayfinding Signage: a conceptual wayfinding signage plan identifying vehicular and pedestrian directional sign types and locations along the corridor to strengthen orientation and connectivity between key destinations.

- Signage and Banners: Conceptual pole banner locations and banner treatment recommendations consistent with the overall corridor identity.

- **TASK 3 MONUMENTATION & WAYFINDING CONCEPT PLANS – DELIVERABLES**

    - Conceptual Monumentation & Wayfinding Design Documents

    - PDF copies of all documents

    - Regular e-mail progress updates and ongoing coordination documentation

- **TASK 4: FINAL CONCEPTUAL DESIGN & DOCUMENTATION**- Following City Council direction on the preferred theme, Consultant will refine the selected concept and prepare the final conceptual design plan package in AutoCAD and PDF formats.

    - Corridor Concept Plans: detailed plan views illustrating the placement of monuments, trees, and median enhancements.

    - Street Sections: conceptual cross-sectional drawings demonstrating the integration of raised medians and pedestrian amenities within the right-of-way (conceptual level only; final engineering by others).

    - Illustrative Boards: high-quality visual aids and material boards describing proposed textures, colors, and plant species for public review (printing by City, if required).

    - Quantities for proposed improvements will be shown on each applicable plan sheet.

    - Document Processing: submission of the landscape architecture and corridor design documents to the City for review.

    - **TASK 4 TECHNICAL DESIGN & DOCUMENTATION – DELIVERABLES**

        - Conceptual Documents prepared in AutoCAD

        - PDF copies of all documents

        - Regular e-mail progress updates and ongoing coordination documentation

- **TASK 5: CONCEPTUAL OPINION OF PROBABLE COST**- Consultant will provide a comprehensive Conceptual Engineer's Cost Estimate for the landscape, monumentation, and wayfinding scope.

- Provide a detailed list of quantities for all proposed elements, with current market unit costs assigned to each item, to ensure the project remains within the City's not-to-exceed budget.
- Quantities will correspond to those shown on the plan sheets.
- The estimate will be provided in an editable Excel file for integration into the City's project budget.
- **TASK 5 CONCEPTUAL OPINION OF PROBABLE COST – DELIVERABLES**
    - PDF and Excel copies of all documents.
    - Regular e-mail progress updates and ongoing coordination documentation.

- **TASK 6: QUALITY CONTROL**- Consultant will perform an internal quality control review of all plan sheets, graphics, quantities, cost estimates, and deliverables prior to each City submittal. Reviews will include coordination between project management and the technical design team to identify inconsistencies, omissions, drafting errors, and discrepancies between plans and the cost estimate.

C. City's Responsibility

1. To the extent available, provide Consultant with pertinent City records, such as street improvement plans of the site delineating existing/proposed grades and facilities, as needed by Consultant (40 scale minimum).

2. To the extent available, provide Consultant with complete information concerning available services and utilities for all areas that are the subject of the Services.

3. To the extent available, provide Consultant with information on any pertinent development restrictions, program restrictions and other such data.

4. To the extent feasible, provide expedient reviews and plan checks for the project.

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.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. See section I.B of this Exhibit (Task 1 - Task 5).

IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:

A. Status updates as requested by the Contract Officer.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Scott Rice, ASLA, PLA LEED AP, CASp, Managing Partner

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

I. Section 2.2, "Invoices", is amended as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough font~~)**:**

"**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 ***or other applicable rate of compensation or fixed fee***; 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."

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the following:

A. Consultant's Task-by-Task Fees are as follows:

Consultant Services		Fees
1. Project Initiation/Data Collection/Meetings	Hourly / NTE	$7,800.00
2. Conceptual Design (30%)	Lump Sum	$18,560.00
3. Monumentation & Wayfinding Concept Plans	Lump Sum	$5,000.00
4. Final Conceptual Design & Documentation	Lump Sum	$22,400.00
5. Conceptual Opinion of Probable Cost	Hourly / NTE	$3,330.00
Reimbursables		$1,000.00
TOTAL FEES (Open to Negotiation)		$58,090.00

Civil and electrical engineering elements (e.g., raised median grading/drainage and street lighting) are addressed at a conceptual level only within the fees above. Detailed engineering design, construction documents, and specifications for those elements are not included and would be an additional service by a civil/electrical engineering subconsultant.

Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.5.

B. Consultant's hourly rates for Tasks 1 and 5 and any Additional Services that may be authorized pursuant to Section 1.5 are as follows:

Principal Certified Access Specialist (CASp)'s time at the fixed rate of:	$245.00 per hour
Principal Landscape Architect's time at the fixed rate of:	$235.00 per hour
Certified Access Specialist (CASp)'s time at the fixed rate of:	$215.00 per hour
Senior Landscape Architect/Project Manager's time at the fixed rate of:	$195.00 per hour
Construction Manager's time at the fixed rate of:	$185.00 per hour
ISA Certified Arborist's time at the fixed rate of:	$185.00 per hour
FAA Part 107 sUAS Remote Pilot's time at the fixed rate of:	$185.00 per hour
Project Manager/Senior Landscape Designer's time at the fixed rate of:	$180.00 per hour
Certified Water Auditor's time at the fixed rate of:	$175.00 per hour
Certified Irrigation Designer's time at the fixed rate of:	$175.00 per hour
Landscape Designer's time at the fixed rate of:	$150.00 per hour
Design Assistant's time at the fixed rate of:	$130.00 per hour
Professional Staff's time at the fixed rate of:	$125.00 per hour

C. Additional terms:

1. Services of any approved subconsultants not identified in this Agreement will be billed at Consultant's direct cost, plus 15% of the actual cost of the subconsultant's services for coordination.

2. Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, will be billed at Consultant's direct cost plus 15%. Auto travel will be charged at the then-current IRS Standard Mileage Rates. Reimbursable items are billed in addition to the stated fee.

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 timely in accordance with the following schedule:

	SUB-TASK	DAYS TO PERFORM	DEADLINE DATE
A.	**Task No. 1**	90	2/19/2027
B.	**Task No. 2**	30	12/10/2026
C.	**Task No. 3**	45	12/28/2026
D.	**Task No. 4**	30	1/28/2027
E.	**Task No. 5**	15	2/12/2027
F.	**Task No. 6**	Ongoing	2/19/2027

II. Consultant shall deliver the following tangible work products to City by the following dates:

A. See Exhibit A.

EXHIBIT E
PROPOSAL

August 11, 2026

City of Perris
Development Services Department
Attn: Rafael Garcia, Principal Planner
135 North D Street
Perris, CA 92507

RE: Proposal for Professional Design Services for the 4th Street Corridor Beautification Project

Dear Mr. Garcia:

RHA Community Works (RHA+CW) is pleased to submit this proposal to provide professional design services for the City of Perris 4th Street Corridor Beautification Project, in response to the City's Request for Proposals. Having recently integrated the expertise of Community Works Design Group with RHA Landscape Architects, our combined team offers deep local knowledge of the City of Perris and a specialized focus on regenerative, community-driven design, and is prepared to lead this project from concept through final design recommendations.

Our approach for the 4th Street corridor focuses on transforming the public right-of-way between 7th Street and Redlands Avenue into a cohesive “greenbelt.” We will lead development of a minimum of three (3) distinct conceptual design themes addressing shade-tree-lined parkways and native, drought-tolerant landscape palettes; arched overhead entry monumentation, city identification signage, and wayfinding; decorative pavement and crosswalk treatments; bicycle and pedestrian circulation improvements; ornamental street lighting and decorative trash receptacle selection; and metal tree grate integration in areas with limited parkway width.

Given RHA+CW's core expertise in landscape architecture, any civil and electrical engineering elements of the corridor, such as raised median grading/drainage and street lighting, will be addressed at a conceptual level only under this proposal. Final engineering design, construction documents, and specifications for those elements are not included and would be provided as an additional service to be scoped and fee-negotiated once the City confirms the extent of raised median and lighting improvements desired.

We look forward to the opportunity to deliver a vibrant, beautiful corridor that enhances the identity and pedestrian experience of the City of Perris.

Respectfully,

RHA COMMUNITY WORKS

Scott Rice ASLA, PLA, LEED AP, CASp
Managing Partner
Landscape Architect CA# 5111
Certified Access Specialist CASp-709

SCOPE OF SERVICES

RHA Community Works will serve as the design team for the 4th Street Corridor Beautification Project, addressing the landscape, monumentation, wayfinding, hardscape, and public engagement components outlined in the City of Perris' RFP. Civil and electrical engineering elements are addressed at a conceptual level only, as described above; detailed engineering design for those elements is not included in this scope.

TASK 1. PROJECT INITIATION, MEETINGS & COORDINATION

RHA+CW will manage all project coordination to ensure the design aligns with the Downtown Specific Plan and the Raised Curb Feasibility Study.

- Attend the initial kick-off meeting with City staff to confirm the City's specific requirements, aesthetic goals, and cost limitations, and become familiar with the intended scope of the 4th Street Beautification Project.
- Conduct a field visit of the project area to assess existing parkway conditions and identify opportunities for “greenbelt” integration (as-built plans may not be available).
- Maintain ongoing coordination with the City's Project Manager, providing regular project status updates through project completion.
- Prepare agendas for discussion and meeting minutes listing action items.
- Attend biweekly meetings and provide a detailed, updated project schedule.
- Maintain continuous awareness of the status of each task and proactively initiate communication with the City to expedite and resolve any issues that may impede progress.
- Attend two (2) City-designated community events to receive public input on the proposed beautification themes; summarize input received and present findings to City staff.
- Present the project to the Beautification and Public Works Committee for feedback and incorporate that feedback into the concept drawings/plans.
- Prepare and deliver a presentation to the City Council for review and approval of preliminary plans/concepts prior to proceeding with final conceptual design.

TASK 1. PROJECT INITIATION/DATA COLLECTION - DELIVERABLES

- Meeting agendas and minutes
- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation

Not included: mailing list generation, printing, and distribution of the 1,000-foot resident notifications, which will be completed by the City.

TASK 2. CONCEPTUAL DESIGN

- Develop and present a minimum of three (3) distinct conceptual design themes for the project area between 7th Street and Redlands Avenue, with supporting details on landscaping, materials, pavement, lighting, and images of proposed materials.
- Street Concept Plan illustrating the overall corridor layout and proposed improvements.
- Street Concept Street Sections (conceptual level) showing the integration of raised medians, parkways, and pedestrian amenities within the right-of-way as prepared by RK Engineering.
- Street Concept Bicycle and Pedestrian Circulation Plan addressing safe crossings and circulation along the corridor.
- Landscape Planting Design: water-efficient planting palettes featuring native species and shade trees to enhance the corridor's microclimate.
- Hardscape & Amenities: selection of decorative pavement and crosswalks, ornamental street lighting, decorative trash receptacles, and metal tree grates for areas with limited parkway width.
- Public Art: Identify opportunities for durable, low-maintenance public art elements that complement the corridor identity and minimize susceptibility to graffiti and vandalism.

TASK 2. CONCEPTUAL DESIGN - DELIVERABLES

- Conceptual Design Documents
- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation

TASK 3. MONUMENTATION & WAYFINDING CONCEPT PLANS

- Monumentation Design: conceptual drawings for arched overhead entry monuments spanning 4th Street and primary city identification signs.
- Wayfinding Signage: a conceptual wayfinding signage plan identifying vehicular and pedestrian directional sign types and locations along the corridor to strengthen orientation and connectivity between key destinations.
- Signage and Banners: Conceptual pole banner locations and banner treatment recommendations consistent with the overall corridor identity.

TASK 3 MONUMENTATION & WAYFINDING CONCEPT PLANS - DELIVERABLES

- Conceptual Monumentation & Wayfinding Design Documents
- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation

TASK 4. FINAL CONCEPTUAL DESIGN & DOCUMENTATION

Following City Council direction on the preferred theme, RHA+CW will refine the selected concept and prepare the final conceptual design plan package in AutoCAD and PDF formats.

- Corridor Concept Plans: detailed plan views illustrating the placement of monuments, trees, and median enhancements.
- Street Sections: conceptual cross-sectional drawings demonstrating the integration of raised medians and pedestrian amenities within the right-of-way (conceptual level only; final engineering by others).
- Illustrative Boards: high-quality visual aids and material boards describing proposed textures, colors, and plant species for public review (printing by City, if required).
- Quantities for proposed improvements will be shown on each applicable plan sheet.
- Document Processing: submission of the landscape architecture and corridor design documents to the City for review.

TASK 4 TECHNICAL DESIGN & DOCUMENTATION - DELIVERABLES

- Conceptual Documents prepared in AutoCAD
- PDF copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation

TASK 5. CONCEPTUAL OPINION OF PROBABLE COST

RHA+CW will provide a comprehensive Conceptual Engineer's Cost Estimate for the landscape, monumentation, and wayfinding scope.

- Provide a detailed list of quantities for all proposed elements, with current market unit costs assigned to each item, to ensure the project remains within the City's not-to-exceed budget.
- Quantities will correspond to those shown on the plan sheets.
- The estimate will be provided in an editable Excel file for integration into the City's project budget.

TASK 5 CONCEPTUAL OPINION OF PROPOBABLE COST - DELIVERABLES

- PDF and Excel copies of all documents
- Regular e-mail progress updates and ongoing coordination documentation

TASK 6. QUALITY CONTROL

RHA+CW will perform an internal quality control review of all plan sheets, graphics, quantities, cost estimates, and deliverables prior to each City submittal. Reviews will include coordination between project management and the technical design team to identify inconsistencies, omissions, drafting errors, and discrepancies between plans and the cost estimate.

FEE PROPOSAL

The following is our proposed fee to provide the RHA Community Works design scope of services outlined above for the 4th Street Corridor Beautification Project in the City of Perris.

Consultant Services		Fees
1. Project Initiation/Data Collection/Meetings	Hourly / NTE	$7,800.00
2. Conceptual Design (30%)	Lump Sum	$18,560.00
3. Monumentation & Wayfinding Concept Plans	Lump Sum	$5,000.00
4. Final Conceptual Design & Documentation	Lump Sum	$22,400.00
5. Conceptual Opinion of Probable Cost	Hourly / NTE	$3,330.00
Reimbursables		$1,000.00
TOTAL FEES (Open to Negotiation)		**$58,090.00**

Civil and electrical engineering elements (e.g., raised median grading/drainage and street lighting) are addressed at a conceptual level only within the fees above. Detailed engineering design, construction documents, and specifications for those elements are not included and would be an additional service by a civil/electrical engineering subconsultant.

1. Provisions of Attachment 1 and 2 are an integral part of this proposal as if herein written in full.

2. This proposal expires after 90 days if an agreement for professional services is not fully executed.

ACCEPTED:_____ DATE: _____
Signature

_____
Printed Name / Title

Landscape Architects are Licensed by the Landscape Architects Technical Committee located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

ATTACHMENT - 1

RATES EFFECTIVE JULY 1, 2024 – DECEMBER 31, 2026

Principal Certified Access Specialist (CASp)'s time at the fixed rate of:	$245.00 per hour
Principal Landscape Architect's time at the fixed rate of:	$235.00 per hour
Certified Access Specialist (CASp)'s time at the fixed rate of:	$215.00 per hour
Senior Landscape Architect/Project Manager's time at the fixed rate of:	$195.00 per hour
Construction Manager's time at the fixed rate of:	$185.00 per hour
ISA Certified Arborist's time at the fixed rate of:	$185.00 per hour
FAA Part 107 sUAS Remote Pilot's time at the fixed rate of:	$185.00 per hour
Project Manager/Senior Landscape Designer's time at the fixed rate of:	$180.00 per hour
Certified Water Auditor's time at the fixed rate of:	$175.00 per hour
Certified Irrigation Designer's time at the fixed rate of:	$175.00 per hour
Landscape Designer's time at the fixed rate of:	$150.00 per hour
Design Assistant's time at the fixed rate of:	$130.00 per hour
Professional Staff's time at the fixed rate of:	$125.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at the current *IRS Standard Mileage Rates*. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.

ATTACHMENT 2

ADDITIONAL SERVICES

Additional Services shall be performed only when requested or approved by the Owner. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable Items, per Attachment 1. Additional services may include, but are not limited to:

1. Revising previously approved drawings to accomplish changes ordered by the Owner.
2. Any work requested by the Owner that is not heretofore mentioned.
3. Civil engineering services.
4. Accessibility compliance services performed by Certified Access Specialist (CASp).
5. Electrical Engineering services.
6. Environmental investigations and reports.
7. Geotechnical Soils investigations
8. Structural Details and Calculations.
9. Mailing and printing of outreach materials.

CITY'S RESPONSIBILITY

1. To the extent available, the owner will provide pertinent records, such as street improvement plans of the site delineating existing/proposed grades and facilities, as required (40 scale minimum).
2. Complete information concerning available services and utilities for all contract areas.
3. Development restrictions, program restrictions and other such data.
4. Expedient reviews and plan checks.

ATTACHMENT 2

Cost Proposals from Competing Consultants

REQUEST for PROPOSAL

PROFESSIONAL DESIGN SERVICES FOR THE 4TH STREET CORRIDOR BEAUTIFICATION PROJECT



for:

CITY OF PERRIS
Attn: Rafael Garcia
Principal Planner
Development Services Dept.
135 North D Street
Perris, CA 92507

July 9, 2026
5:00 p.m.

Prepared by:

TKE ENGINEERING, INC.
2305 Chicago Avenue
Riverside, California 92507
(951) 680-0440

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Prepared for:

City of Perris
Development Services Department
135 North D Street
Perris, CA 92570
Contact: Rafael Garcia
Principal Planner
Phone: (951) 943-5003 x413
Email: RGarcia@cityofperris.org

Prepared by:

TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507
Contact: Terry Renner, PE, PLS, QSD
Senior Vice President
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

SECTION A | COVER LETTER

July 9, 2026

Rafael Garcia, Principal Planner
City of Perris
135 North D Street
Perris, CA 92570

Subject: Professional Design Services for the 4th Street Corridor Beautification Project

Dear Mr. Garcia:

Thank you for the opportunity to submit a proposal to provide professional design engineering services on the 4th Street Corridor Beautification Project (Project) for the City of Perris (City). TKE has reviewed and understands all the elements of the RFP and intends to perform the services for the City. The City desires a corridor that integrates a variety of beautification features, including decorative trash receptacles, ornamental street lighting, and distinctive entry monumentation to create a more attractive, welcoming, and functional public space. This Project is intended to elevate the corridor's visual identity, improve pedestrian comfort, and create a cohesive streetscape that reflects the character and aspirations of the City.

Why should the City should choose TKE to provide these professional design engineering services? Please consider the following:

Consultant Identification and Authorization– TKE is a California Corporation founded in 2000 and is headquartered at 2305 Chicago Avenue, Riverside, CA 92507. TKE has reviewed the Sample Agreement and is willing to enter into a contract under the terms and conditions. Terry Renner, PE, PLS, QSD, TKE's Senior Vice President is legally authorized to sign contracts on behalf of TKE and will be the single point of contact during the RFP review process. He can be contacted via emailed at trenner@tkeengineering.com or by phone at (951) 680-0440.

Qualifications – TKE recently completed the "D" Street Beautification project for the City and specializes in design, project management, and construction administration of roadway beautification, pedestrian enhancements, transportation and traffic signal projects. We have completed numerous complete streets and corridor improvement projects and are extremely familiar with the City's requirements for these types of projects. TKE's broad range of successful services includes turnkey programs, project management and delivery for a diverse array of active transportation and complete streets projects. The City will benefit from our broad range of experience through our intimate understanding of the common pitfalls for each project variation, and our past history of successfully overcoming these challenges. TKE is committed to partnering with the City to complete the project and request that you verify our qualifications with our references included in our proposal.

Thank you for the opportunity to submit our proposal. Please advise if you have any questions and/or require additional information.

Sincerely,

Terry Renner, PE, PLS, QSD
Senior Vice President
trenner@tkeengineering.com
TKE Engineering, Inc.

SECTION B | STATEMENT OF UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

The City of Perris (City) is seeking a qualified consultant team to help reimagine and enhance the 4th Street Corridor. TKE Engineering, Inc. (TKE) understands the City's goal to transform the stretch of 4th Street from 7th Street to Redlands Avenue into a more attractive, welcoming, and functional public space. This project will elevate the corridor's visual identity, improve pedestrian and community appeal, and create a cohesive streetscape that reflects the character and aspirations of the City.

A foundational component of the work will involve analyzing the existing right-of-way to understand the physical constraints and opportunities available for improvements. The City has prepared a Raised Curb Feasibility Study, which identifies 10 proposed median opening locations and preliminary street geometrics that will serve as an important reference as TKE evaluates where enhancements such as raised medians, landscaping, and decorative elements can be incorporated. TKE will perform analysis of the corridor and existing report which will guide the development of design concepts that are both visually compelling and feasible within the existing corridor conditions.

The City envisions a corridor that integrates a variety of beautification features, including decorative trash receptacles, ornamental street lighting, landscaping within the proposed medians and parkways, decorative pavement and crosswalks, and distinctive entry monumentation. One of the signature elements under consideration is an arched overhead entry feature spanning 4th Street, supported by additional ornamental monuments that reinforce the City's identity. Landscaping will play a major role in the transformation, with opportunities to introduce shade trees, native and drought-tolerant plantings, and greenbelt-style enhancements within medians and parkways. In areas where space is limited, the City is interested in creative solutions such as metal grates that allow for greenery or decorative treatments without requiring full parkway widths.

Pedestrian experience is also a priority, and the project will explore the use of decorative pavement and enhanced crosswalks to improve safety and create a more inviting environment. Public art elements that are resistant to graffiti and vandalism may also be incorporated to add visual interest and celebrate local culture. Together, these improvements will help establish a unified aesthetic theme that strengthens the corridor's identity and enhances its long-term value.

TKE recently completed design of the "D" Street beautification and pedestrian enhancements shown below, between 6th Street and 8th Street which has numerous similarities to the 4th Street Corridor Beautification Project.









D Street Public Area Enhancement Project Between 6th and 8th Streets *– TKE provided civil design and civil engineering services for this City of Perris project.*

TKE understands that the City is seeking not only design concepts but also meaningful engagement with the community. Public outreach will be an essential part of the process, including notifying residents within 1,000 feet of the corridor and gathering feedback that reflects the community's priorities and concerns. This input will help shape the conceptual design and ensure that the final vision resonates with those who use the corridor daily.

The outcome of this effort will be a comprehensive conceptual design package that illustrates the potential transformation of 4th Street. This will include conceptual plans, visual renderings, landscape concepts, and recommendations for streetscape elements that balance aesthetics, functionality, and maintainability. The project will ultimately provide the City with a clear and compelling vision for future improvements, setting the stage for a corridor that is safer, greener, and more reflective of the City of Perris' identity.

APPROACH

Successful project delivery is our goal. Our definition of successful project delivery is:

- Project completion that meets all project requirements and specifications
- Project completion within budget
- Project completion on schedule

Our goal is not limited to the design of this corridor beautification project only, but includes the incorporation of value engineering and constructability review to ensure a smooth construction process. Through the examination of specific alternatives, we will identify the most cost-effective alternative that meets design requirements and will provide for the greatest opportunity for expedited construction, which allows us to consistently deliver projects that use public resources in a very wise and responsible manner. We have developed this project approach in order to maintain an expertise in our core business of high priority projects with tight budgetary constraints.

Our approach to your project, recognizing that aesthetics, cost effectiveness and expedited construction are of primary concern, dictates that very close working partnership between the selected consultant and the city is vital to successful project completion. When this is coupled with the various site constraints and working on a primary arterial corridor, it is critical that the city choose a consultant team with a proven track record of delivering design projects. With a familiar team of senior level design and construction professionals, TKE is the right choice for this project.

As mentioned above, our experience tells us that there must be a proactive approach to completing the work in order to complete a cost effective fully functioning public works project. This approach includes early identification of critical elements, and development of project schedule and tasks.

The most important key to every public works project is management. TKE, working closely with city staff, will ensure that the project is managed properly to expedite project delivery. Project development will generate a series of considerations requiring city responses. Our close working partnership will lead to the proper decisions and ultimately a fully operating, cost-effective public works improvement project.

TKE also understands the limits on the city's budget. Because of the limited budget for city funded projects, it is vital to keep costs controlled. Our approach to controlling costs is to utilize our considerable experience with design to assist in providing constructability reviews and cost estimating based on current information from our on-going and recently completed projects.

CRITICAL ISSUES

TKE has extensive experience with locally funded corridor design projects on a tight budgetary constraint. TKE has prepared design for numerous arterial corridors throughout Southern California. The project scope and design components for this project include every element for several projects in which we have recently completed or still working on with other City's. With our in depth understanding of roadway beautification design, knowledge of municipal project requirements, past history with similar designs for the City and wide range of experience, TKE is able to hit the ground running for the design of the current project.

IDENTIFICATION OF CRITICAL DESIGN ELEMENTS

Our approach to identifying critical issues will be to immediately go into the field and document all the critical design elements so they can be presented to the City. This will give us a head start on instructing our survey team about what detailed information to collect. Some of these elements include key ground elevation information at the curb returns to determine how ADA access will be maintained and how proposed median geometry will need to be designed.

PRIVATE IMPROVEMENTS

Private improvements such as store fronts, walkways, fences, walls, signs, and landscaping will be impacted by the street improvements. TKE will identify such impacts early during project design and will develop an action plan for working with residents that will be impacted. Our goal will be to complete design that will provide ADA accessibility at the same time as minimizing private property impacts.

ADA COMPLIANCE

The existing area has existing sidewalk connectivity for ADA path of travel which will require removal and reconstruction during the project. TKE is highly experienced with ADA Regulations (CBC Chapter 11B-Division 4) for accessibility of walkways, ramps, and pedestrian facility improvements. There are numerous regulations identified with the CBC outside of the information shown in most City standard plans for curb ramps. Our project managers and engineers are extremely familiar with the requirements of the CBC Chapter 11B – Division 4 for handicap and curb ramps and can ensure the ramps are designed to ADA standards, and thereby minimizing liability for any future claims.

UTILITY COORDINATION

Based on field review, some utilities will require relocation and/or adjustment for the proposed improvements. These facilities include water meters, fire hydrants, street lights and power poles. Again, we will identify these facilities early in project design to begin coordination at the earliest opportunity. Agencies that maintain private utilities can be cumbersome in getting facilities relocated. Early coordination will prevent project delays.

DRAINAGE

Roadway beautification designs often severs connectivity of drainage paths. TKE is familiar with methods of capturing or collecting and bypassing drainage to minimize drainage impacts to the design.

PAVEMENT REHABILITATION

Review of the pavement conditions on 4th Street indicate the majority of the pavement is in fair to poor condition with a need for major rehabilitation. For areas of new pavement, TKE will review the adjacent pavement conditions and provide recommendations for pavement rehabilitation.

RIGHT-OF-WAY

TKE will assess right-of-way needs for determination of construction limits. Based on our preliminary research of existing right-of-way limits, it appears that right-of-way will not be required for construction of the proposed street improvements. Right of entries or temporary construction rights-of-way will be needed for any private improvement connections and/or restoration.

ACCURATE COST ESTIMATING

TKE understands the limits on local funding. Because of the limited budget for this project, it is important to keep costs controlled. Our approach to controlling costs is to provide frequent and accurate cost estimates by using TKE's detailed cost estimating database. In addition to using this database, TKE utilizes our considerable experience with Construction Management to assist in providing constructability reviews and cost estimating based on current information from our on-going projects. Finally, with the current economic climate, construction costs are widely varying. We will also discuss the project elements with local contractors to assure that we have the most current construction information available so that the City can ensure the most value for the public's dollar.

SCOPE OF WORK

TASK 1 — PROJECT MANAGEMENT, PROJECT FAMILIARITY, ADMINISTRATION, AND MEETINGS

TKE will lead the project management and coordination efforts for the City of Perris 4th Street Beautification Project, ensuring that all activities are organized, transparent, and aligned with the City's goals. At the outset of the project, TKE will participate in a kickoff meeting with City representatives to gain a complete understanding of the desired aesthetic outcomes, project priorities, and cost parameters. This meeting will establish the foundation for the project's direction and

allow TKE to fully familiarize itself with the intended scope and objectives.

Following the kickoff, TKE will conduct a comprehensive field visit to the project area to assess existing site conditions and identify any constraints or opportunities that may influence the design. Because as-built plans may not be available, this site assessment will be essential in developing accurate and context-sensitive design concepts.

Throughout the duration of the project, TKE will maintain close coordination with the City's Project Manager, providing regular updates, reviewing plans collaboratively, and ensuring that all work remains on schedule. TKE will prepare agendas for all meetings and document discussions through detailed minutes that clearly outline decisions and action items. Biweekly meetings will be held to present updated project schedules, discuss progress, and address upcoming tasks.

TKE will continuously monitor the status of each task, proactively identify potential challenges and implement solutions to prevent delays. Communication between the design team and City staff will be initiated early and often, ensuring that key issues are addressed promptly and collaboratively.

As part of the public engagement process, TKE will attend two City-designated community events to gather input from residents regarding the proposed beautification concepts. Feedback received at these events will be summarized and presented to City staff for consideration. TKE will also present the project to the Beautification and Public Works Committee to obtain additional guidance and ensure alignment with community expectations.

All feedback from City staff, the Committee, and the public will be incorporated into the evolving concept plans. Once the preliminary concepts are refined, TKE will prepare and deliver a formal presentation to the City Council for review and approval before advancing to the next phase of design.

Deliverables: Meeting Agenda, Presentation, and Minutes

TASK 2 — DEVELOPMENT OF CONCEPT PLANS AND DESIGN THEMES

TKE will prepare a complete and comprehensive set of concept plans and drawings illustrating all proposed improvements for the Project. Our design team will develop a minimum of three distinct conceptual design themes for the City's review, each reflecting a unique aesthetic direction while remaining consistent with the Downtown Specific Plan and Public Realm design standards. These themes will be crafted to provide the City with a range of options that balance creativity, functionality, and long-term maintainability.

Each conceptual theme will be supported by a full suite of illustrative plans, including a street-level concept plan, conceptual street sections, a signage and wayfinding plan, and bike and pedestrian circulation diagrams. These drawings will clearly communicate how each theme organizes space, enhances mobility, and improves the overall streetscape experience. TKE will ensure that all plans are graphically clear, technically sound, and suitable for presentation to City staff, committees, and the public.

In addition to the base plans, TKE's subconsultant, RHA Community Works, will provide detailed descriptions of the proposed streetscape elements associated with each theme. This will include narrative explanations and visual imagery illustrating proposed landscaping palettes, hardscape materials, pavement treatments, lighting concepts, street furnishings, and other architectural or artistic features. These supporting materials will help the City visualize the character and identity of each theme and understand how the proposed improvements contribute to a cohesive and inviting corridor.

As part of the concept package, TKE will also prepare any additional drawings, diagrams, or detail sheets necessary to fully convey the design intent. This may include enlarged plan views, perspective renderings, material boards, or supplemental graphics that help clarify the spatial relationships and aesthetic qualities of the proposed improvements.

Deliverables: Concept Plans and Drawings

TASK 3 — DEVELOPMENT AND REFINEMENT OF CONCEPTUAL DESIGN PLANS

TKE will develop the full set of conceptual design plans, including the three distinct design themes prepared under Task 2, and refine them in close collaboration with City staff. As part of this process, TKE will incorporate the feedback gathered during the City-designated community engagement events, ensuring that the concepts reflect the priorities, concerns, and aspirations expressed by residents. TKE will review all public input with City staff to determine which ideas should be integrated into the evolving design.

Following the community outreach phase, TKE will present the conceptual themes to the City Council to obtain direction on the preferred design approach. Once

Council input is received, TKE will proceed with finalizing the conceptual design plans, making all necessary adjustments to align the project with the City's vision, budget considerations, and long-term goals for the 4th Street corridor.

The final conceptual design package will be delivered in a complete digital format, including all supporting drawings and documentation. TKE will provide the final conceptual plans in AutoCAD to ensure compatibility with the City's internal systems and to facilitate seamless transition into subsequent design phases.

Deliverables: Final Conceptual Design Package

TASK 4 — PREPARATION OF ENGINEER'S COST ESTIMATE

In conjunction with the conceptual plan submittal, TKE will prepare a comprehensive Engineer's Cost Estimate for the proposed improvements. This estimate will include a detailed list of quantities for all project components, along with corresponding unit costs and total estimated construction costs. TKE will ensure that all quantities are clearly shown on the associated plan sheets to provide full transparency and traceability between the drawings and the cost estimate.

The cost estimate will be prepared in a format that supports City review and future budgeting efforts. TKE will provide an electronic version of the Engineer's Cost Estimate in Excel, allowing City staff to easily review, adjust, or integrate the data into broader financial planning tools as needed.

Deliverables: Engineer's Cost Estimate

TASK 5 — QUALITY CONTROL AND ACCURACY OF SUBMITTALS

TKE is committed to delivering work that is complete, accurate, and thoroughly reviewed prior to submission. All documents, drawings, and cost estimates will undergo TKE's internal quality control process to ensure consistency, technical accuracy, and compliance with City standards. This rigorous review process is designed to minimize errors and omissions and to provide the City with reliable, high-quality deliverables.

If the City identifies any errors or omissions prior to approving TKE's work, TKE will promptly correct the issues at no additional cost. TKE acknowledges that the City's approval of submitted materials does not absolve the consultant of responsibility for accuracy. Should errors or omissions be discovered after approval, TKE will address and correct them in accordance with professional standards.

Deliverables: Final Design

ORGANIZATIONAL CHART

Client Liaison/ Project Manager
Terry Renner
PE, PLS, QSD
TKE Engineering, Inc.

Public Outreach Coordinator
Jeannette Barlow
TKE Engineering, Inc.

Director of Surveys
Ron Musser, PLS
TKE Engineering, Inc.

Project Engineer
Octavio Parada
TKE Engineering, Inc.

Traffic Engineer
Justin Schlaefli
PE, TE, PTOE
TKE Engineering, Inc.

SUPPORT TEAM
(70+ Members)

Subconsultant:

Landscape Architectural Services

TKE Engineering, Inc.

AT A GLANCE

City/District Engineer
TKE serves as the City Engineer in 5 Cities/Districts in Southern California

City of Perris Experience
TKE recently provided the design of "D" Street Beautification Project

On-Call Contracts
TKE currently provides CIP Design services, Engineering, and Project Support for more than 30 Cities / Counties / Districts throughout Southern California

Years in Business
TKE has 26 years of experience in providing design, planning, plan check and construction management services for beautification, complete streets and active transportation projects

Office Headquarters Location
TKE Engineering, Inc.
2305 Chicago Avenue
Riverside, CA 92507

Company Structure
TKE is a California C Corporation founded in June 2000. TKE is not a subsidiary.
California Business License No.: 0109901
DIR Number PWLR No.: 1000413173

Size of Organization
70+ Professional Designers, Engineers, Construction Managers, Inspectors, Traffic Engineers, Surveyors, Project Plan Checkers, Design Professionals, and Support Staff

Firm Owners/Officers
Michael P. Thornton, PE, PLS, MS
- President
Terry M. Renner, PE, PLS, QSD
- Senior Vice President
Steven W. Ledbetter, PE, QDS
- Vice President

City of Perris Point of Contact
Terry Renner, PE, PLS, QSD
Senior Vice President
Phone: (951) 680-0440
Email: trenner@tkeengineering.com

SECTION C | COMPANY INFORMATION

COMPANY OVERVIEW

TKE Engineering, Inc. (TKE), was established in 2000, and in the last 26 years has developed into one of Southern California's premier full-service consulting engineering firms. TKE was established with the goal of providing turnkey service for municipal projects in order to benefit our community. As a result of our focus on this mission, TKE has earned a reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work. We are a highly motivated, dynamic firm with the goal of being your preferred consultant.

TKE proudly serves numerous municipalities engineering services for all types of public works improvement projects including roadway beautification, complete streets, sidewalks and pedestrian crossings, Class II & IV bicycle lanes, trails, ADA pedestrian facilities, traffic signal modifications, transportation, traffic calming, roundabouts, raised medians, and pavement rehabilitation. Our Team includes an in-house Traffic Engineer to ensure all designs, including traffic signal modifications and street lighting will comply with all City and MUTCD requirements and provide for adequate truck movements without regular damage to the street improvements. TKE's experience includes project delivery from "cradle to grave". All of the engineering and management duties discussed herein are services we effectively provide routinely. We request that you verify our qualifications with City staff and other agencies presented in our proposal. In addition, we have worked on multi-million-dollar regional mega projects for a variety of government agencies.

QUALIFICATIONS

TKE's experience includes project delivery from conception to completion. All of the professional services discussed are services we effectively and routinely provide.

TKE has provided numerous municipalities and agencies throughout Southern California with consulting engineering, design, surveying, inspection, construction and management services for every facet of corridor beautification, active transportation and complete streets Public Works projects. TKE proudly serves municipal agencies the following services on a routine basis.

PROJECT/PROGRAM MANAGEMENT

TKE has managed publicly funded design projects throughout our history. The breadth of experience and technical skill of our staff enable us to manage a wide variety of projects, ranging from major infrastructure to the restoration and rehabilitation of significant historical structures. We ensure that all work is completed in accordance with funding contract specifications, terms, conditions, state and federal laws and regulations, and client policy.

Our management portfolio includes:

- Pavement Rehabilitation Projects
- Street Widening Projects
- Traffic Signal and Striping Projects
- Facilities
- Utilities
- Signing and Striping
- Major Infrastructure Projects
- Reconstruction and Rehabilitation

CIVIL ENGINEERING

TKE regularly provides design services on a wide variety of public works improvement projects. TKE's Civil Engineering projects have included:

- Pavement Rehabilitation
- Pavement Management Systems
- Local Streets and Road Design
- Street Widening
- Storm Drainage Infrastructure Planning and Design
- Retention / Detention Basins
- Parking Lots
- Storm Drain and Channels
- Floodplain Analysis and Mapping
- Traffic Signal Design
- Traffic Studies and Warrant Analysis
- Traffic Impact Studies
- Parks
- Public Facilities
- Grading Studies, Design and Earthwork Analysis
- Capital Improvement Programs (CIPs)
- Neighborhood Improvement Preservation
- Hydrologic Studies / Hydraulic Design
- Storm Water Pollution Prevention Plans (SWPPP)
- Sediment and Erosion Control Facilities
- Hydromodification Studies / Water Quality Management Plans (WQMPs)

TRAFFIC ENGINEERING SERVICES

TKE proudly serves the following services related to traffic engineering projects:

TRANSPORTATION ENGINEERING

- Planning Studies
- Review Traffic Impact Studies
- Grant Funding Applications
- Signing and Striping Plan Review and Preparation
- Development Review including Drainage Studies and WQMP
- Prepare Project Conditions of Approval
- Other Services as Requested
- Traffic Control Plan Review and Preparation

ROADWAY/HIGHWAY ENGINEERING

- Roundabout Design
- Drainage Analysis and Hydrology Reports
- Environmental Studies and Reports
- Quantity and Cost Estimates
- Roadway/Highway Engineering Plans and Specifications
- Erosion Control and WQMP Plans
- Right-of-Way Maps and Documents
- Agreements
- Land surveys
- Public Outreach
- Other Services as Requested

TRAFFIC ENGINEERING

- Traffic Engineering Design
- Sign and Striping Plan Design
- Traffic Control
- Other Services as Requested
- Warrant Analysis

SURVEYING, MAPPING, AND RIGHT-OF-WAY ENGINEERING

TKE provides Land Analysis services for many projects: Our Surveying and Mapping experts provide these services:

- Pavement Rehabilitation
- Transportation Improvements
- Land and Real Estate Evaluations
- Grade Separations
- Street Widening
- Construction Layout/Staking
- Right-Of-Way Engineering
- Boundary Surveys
- Construction Surveys
- Design Surveys
- Legal Description Surveys
- Aerial Mapping

- A.L.T.A. Surveys
- Topographic Surveys
- Control Surveys
- Easement Surveys

COMMUNITY OUTREACH / PUBLIC RELATIONS

Depending on the City's needs, TKE's strategies are designed to reach, inform and involve constituents and stakeholders of planning proposals, projects and programs. If requested, we can provide opportunities for interested parties to comments, enabling actionable analysis of feedback received. TKE's outreach methods result in building greater consensus and public buy-in. Services include the design, planning and execution of:

- Public information meetings/Groundbreaking ceremonies
- Marketing campaigns
- Project branding
- Project website design and construction
- Bilingual project collateral materials (brochures, presentation boards, etc.)
- Graphic design

QUALITY ASSURANCE/QUALITY CONTROL PLAN

TKE takes pride in our reputation for thoroughness, rapid turnaround, cost efficiency and overall quality of work, and believes that a high level of quality is needed on all PS&E packages. High quality design yields the following tangible results:

- Ease of oversight
- Smoother processing
- Healthy number of bidders
- Consistent bids
- Minimized construction support cost
- Absence of design-related change orders
- Reduced claims and dispute resolution costs

TKE believes that the most successful quality assurance program is one that is applied inherently throughout the entire design process and all design activities. This program requires not only formal procedures for checking, but encourages the conscientious effort of experienced people to always "create quality" in every task performed throughout the design process.

This program has become a natural element in all aspects of TKE's design and management activities, and will guide our work on this contract:

- Staff training and development
- Assignment of experienced staff
- Continuity of staffing
- Project-specific work plan
- Schedule compliance
- Comprehensive field review and compilation of site data
- Established design procedures
- Established detailing standards
- Established checking procedures, including independent in-house QA/QC review
- Dual (independent) quantity estimates
- Review by Constructability expert

This Quality Assurance/Quality Control program is in place to ensure that PS&E documents prepared by TKE continue to exceed the standards of our clients and that we will deliver the project on schedule and within budget.

LITIGATION AND FINANCIAL HISTORY

TKE's organizational structure has steadily grown since our inception, which provides us with a solid foundation and ensures successful completion of any of the City's needs. In TKE's 26 years of business, not a single TKE project has gone through litigation. TKE does not have any current or pending bankruptcy or any planned office closures or mergers that may impede TKE's ability to provide professional design engineering services. TKE has an annual gross revenue of more than $10 million. No conditions or organizational conflicts of interest exists that will affect the ability of TKE to perform the required duties as described in this proposal.

SECTION D | COMPANY PERSONNEL

KEY PERSONNEL

TKE has assembled an elite team of professionals to partner with the City to complete this project. Our team has a wealth of experience working together and has developed an excellent working partnership that will be an invaluable resource to the City. Our project teams' experience with numerous Cities and Counties of Southern California provides the City with a superior level of expertise. TKE's project team is comprised of the firm's Principal, and senior-level staff. Resumes of each team member are included below.



Terry Renner, PE, PLS, QSD
Client Liaison/Project Manager

PE No. 69984
PLS No. 9762
QSD Certification No. 24329

Mr. Renner is the Senior Vice President of TKE and has over 26 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, traffic engineering, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements.

He currently provides traffic and transportation engineering services to the cities of Fontana, Calimesa, Upland, Wildomar, Highland, and Adelanto. His experience includes services during pre-project planning, design, plan review, construction management and inspection, along with operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, signal operations, signal timing, and traffic control. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards.

Through his career, Mr. Renner has accumulated extensive experience in Transportation and Traffic Engineering field. He has planned, designed and managed construction for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, and pedestrian facilities for major corridors, arterials, collectors and residential streets. Finally, Mr. Renner has overseen public works projects for signal modification and ITS improvements including projects in Caltrans jurisdiction and involving multi-agency coordination.



Octavio Parada
Project Engineer

Mr. Parada has over 25 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Mr. Parada has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Mr. Parada has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.



Jeannette Barlow
Public Outreach Coordinator

Notary Public No. 2509494 (CA)

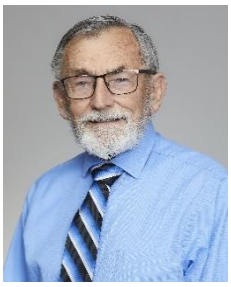
Ms. Barlow has a collective 18 years of experience providing project coordinator services, including public outreach efforts for public works Capital Improvement Projects. Ms. Barlow has supported the successful delivery of a wide range of projects for various clients, including the City of Rialto, where she is currently facilitating client and subconsultant coordination for potholing services. She maintains project records for clients across San Bernadino, Riverside, Los Angeles, and San Diego Counties. Ms. Barlow has specialized expertise and knowledge related to file structure organization, appointment and event scheduling, social media marketing, screening and directing phone and email correspondence, taking detailed meeting minutes, and

developing PowerPoint presentations for project management meetings. Ms. Barlow is the best candidate for the Public Outreach Coordinator on this project because she leverages her strong interpersonal skills, takes initiative to ensure execution of tasks on schedule, and is dedicated to exceeding client expectations by working in accordance with City Standards.



Justin Schlaefli
PE, TE, PTOE
Traffic Engineer
PE No. 74670
TE No. 2564

Mr. Schlaefli has nearly over 25 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Signal Maintenance, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Mr. Schlaefli has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has served as a guest lecturer and adjunct faculty teaching Transportation Engineering and helping subconsultant.



Ron Musser, PLS
Director of Surveys
P.L.S. No. 4230

Mr. Musser has 50+ years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. Prior to joining TKE Engineering, Inc., Mr. Musser worked at the County of Riverside as a County Surveyor for nearly 22 years providing mapping, easement document preparation, field surveying and calculations support for hundreds of projects. He has prepared records of survey, parcel maps, tract maps, right-of-way and easement documents in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

SUBCONTRACTOR

TKE has developed an excellent working relationship with numerous subconsultants throughout Southern California. For this project, we have teamed with RHA Community Works for entry monumentation and landscaping services. Our decades of experience working with numerous municipalities and cities throughout Southern California, allows our team to seamlessly provide the City a full range of project services no matter what type of project is required.

RHA Community Works is a premier landscape architecture and planning firm headquartered in Riverside, California. Rooted in a multi-generational legacy of service to Southern California, the firm represents the strategic union of two industry-leading practices: RHA Landscape Architects + Planners and Community Works Design Group. Led by Managing Partners Doug Grove and Scott Rice, both of whom served as successors to their respective founding firms, RHA Community Works combines decades of technical mastery and meticulous craftsmanship. By integrating these complementary skill sets, the firm offers a robust platform of expertise dedicated to shaping resilient, meaningful public spaces. Their multidisciplinary team of 20 professionals includes 12 licensed landscape architects, ensuring that every project benefits from high-level principal oversight and a collaborative, results-driven approach. With a portfolio spanning over four decades of municipal service, RHA Community Works is a specialist in navigating the complexities of public-sector standards and projects. They maintain a distinguished track record across the Inland Empire and San Bernardino County. Having previously supported the City of San Bernardino Plan Check Services, as a specialized subconsultant, they offer an unparalleled understanding of local requirements and a proven ability to integrate seamlessly with City staff to protect public interests and ensure long-term asset viability.

RESUMES



TERRY RENNER

PE, PLS, QSD

Client Liaison/ Project Manager

TKE Engineering, Inc.

(951) 680-0440

EDUCATION

BS, Civil Engineering, California Polytechnic University, Pomona, CA

REGISTRATIONS

PE License Number: 44226 (CA)

PLS License Number: 6867 (CA)

Qualified SWPP Developer & Practitioner #24329

AFFILIATIONS

Riverside-San Bernardino Counties Branch, American Society of Civil Engineers

American Public Works Association

American Council of Engineering Companies of California

Mr. Renner is the Senior Vice President of TKE and has over 26 years of experience in civil engineering design, plan checking, project management and construction management of both development and public works infrastructure projects, including grading improvements, street and transportation improvements, traffic engineering, drainage improvements, water improvements, sewer improvements, facilities improvements and recreation improvements. He currently provides traffic and transportation engineering services to the cities of Fontana, Calimesa, Upland, Wildomar, Highland, and Adelanto. His experience includes services during pre-project planning, design, plan review, construction management and inspection, along with operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, signal operations, signal timing, and traffic control. He has successfully delivered a wide variety of complex and challenging projects and is dedicated to ensuring that the plans produced by TKE continue to exceed industry standards. Through his career, Terry has accumulated extensive experience in Transportation and Traffic Engineering field. He has planned, designed and managed construction for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, and pedestrian facilities for major corridors, arterials, collectors and residential streets. Finally, Terry has overseen public works projects for signal modification and ITS improvements including projects in Caltrans jurisdiction and involving multi-agency coordination.

DETAILED PROJECT EXPERIENCE

- **D Street Public Area Enhancement Project Between 6th and 8th Street,** *City of Perris* – Mr. Renner served as the Project Manager for this project where TKE provided civil design engineering services, which included traffic/control engineering, hydraulic analyses, working drawings, specifications, final probable cost estimates for construction, and construction observation/inspection services. TKE provided complete consulting services to engineer and manage all aspects of the PS&E preparation (Plans, Specifications, and Estimates). The project included design for street parking, wider sidewalks, bulb outs, high visibility crosswalks, ADA improvements, street lighting, festive lighting, and landscape and irrigation improvements between 6th and 8th Streets within the Mercado District. It also included the removal of existing asphalt concrete pavement, curb, gutter, sidewalk, landscaping, and street lighting. TKE performed an analysis to determine appropriate geometry for tradeoffs related to safety and accessibility by larger delivery vehicles so as to not require constant maintenance to damaged curbs and islands.
- **Sierra Avenue Widening,** *City of Fontana* – Mr. Renner provides project and construction management services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

- **County Line Road Transportation Corridor (LPP),** *City of Calimesa* – Mr. Renner was the principal in charge for design of the SB1 State grant funded project for the street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- **ATP Cycle 3 Safe Routes to School**, *City of Fontana* – Mr. Renner was the Project Manager for design of this project. This project consisted of the preparation plans, technical specifications, construction cost estimates (PS&E) and construction support services for 7,700 linear foot ADA and pedestrian enhancement project. The project includes the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, traffic signal modifications, utility relocations, private improvement restoration and signing and striping. TKE is coordinating with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Palomar/Clinton Keith Sidewalk, Trail, and Bike Lane Connectivity Project,** *City of Wildomar* – Mr. Renner served as Project Manager for this project that included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.
- **Montclair Safe Routes to School Implementation Project (ATP Cycle 6),** *City of Montclair* – Mr. Renner was the Project Manager for the design of the ATP Cycle 6 Safe Routes to Montclair High School, Monte Vista, and Montera Elementary Schools Project. It included the preparation of full construction documents including environmental compliance, ROW acquisition, plans, technical specifications, PS&E and construction support services for the design of bike lanes, curb and gutter, sidewalk, driveways, crosswalks, ADA curb ramps, drainage structures, bike lane, signing and striping, traffic signal, enhance street lighting improvements, traffic calming treatments like in-ground and overhead rapid flashing beacons, raised or painted medians and curb return bulb-outs to increase pedestrian safety and improve traffic efficiency.
- **ATP Cycle 2 Safe Routes to School** – **Fontana Avenue and Arrow Boulevard Project**, *City of Fontana* – Mr. Renner was the Project Manager for design of this project that consisted of preparing full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 LF ADA and pedestrian enhancement project. It included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.



OCTAVIO PARADA

Project Engineer

TKE Engineering, Inc.
(951) 680-0440

EDUCATION

BS, Autonomous University of Baja California, Mexico (UABC)

CERTIFICATIONS

Traffic Engineering for Highways, Secretary of Transport and Communications (SCT-Mexico)

CAD Pilot Boot Camp for Civil 3D, CVIS

Mr. Parada has over 25 years of progressive experience in civil engineering in the public works sector as well as the private sector. He is result-driven, proactive and detail-oriented with a proven track record of successfully handling and delivering a wide variety of complex and challenging projects. He is dedicated to ensure that projects exceed industry standards and consistently finishing under budget and schedule. Through his career, Octavio has accumulated extensive experience in planning, designing and project completion for more than 30 miles of roadways, street widening, medians, traffic calming, roundabouts, signing and striping modifications, bicycle lanes, pedestrian facilities for major corridors, arterials, collectors and residential streets, including water improvements, sewer improvements, drainage improvements, grading plans and computerized system modeling for drainage master plans. Finally, Octavio has worked in the private sector for commercial and industrial development as technical director managing projects from the conceptual stage, through planning, designing, bidding, construction, and project completion under project specifications and exceeding client expectations.

DETAILED PROJECT EXPERIENCE

- **D Street Public Area Enhancement Project Between 6th and 8th Street,** *City of Perris* – Mr. Parada served as the Project Engineer for this project where TKE provided civil design engineering services, which included traffic/control engineering, hydraulic analyses, working drawings, specifications, final probable cost estimates for construction, and construction observation/inspection services. TKE provided complete consulting services to engineer and manage all aspects of the PS&E preparation (Plans, Specifications, and Estimates). The project included design for street parking, wider sidewalks, bulb outs, high visibility crosswalks, ADA improvements, street lighting, festive lighting, and landscape and irrigation improvements between 6th and 8th Streets within the Mercado District. It also included the removal of existing asphalt concrete pavement, curb, gutter, sidewalk, landscaping, and street lighting. TKE performed an analysis to determine appropriate geometry for tradeoffs related to safety and accessibility by larger delivery vehicles so as to not require constant maintenance to damaged curbs and islands.
- **Sierra Avenue Widening,** *City of Fontana* – Mr. Parada assisted in the design of the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the City, Mr. Renner has represented the City with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.
- **Montclair Safe Routes to School Implementation Project (ATP Cycle 6),** *City of Montclair* – Mr. Parada was the Project Engineer for the design of the ATP Cycle 6 Safe Routes to Montclair High School, Monte Vista, and Montera Elementary Schools Project that included the preparation of full construction documents including environmental compliance, ROW acquisition, plans, technical specifications, PS&E and construction support services for the design of bike lanes

curb and gutter, sidewalk, driveways, crosswalks, ADA curb ramps, drainage structures, bike lane, signing and striping, traffic signal, enhance street lighting improvements, traffic calming treatments like in-ground and overhead rapid flashing beacons, raised or painted medians and curb return bulb-outs to increase pedestrian safety and improve traffic efficiency.

- **County Line Road Transportation Corridor (LPP)** – *County Line Road, City of Calimesa* – Mr. Parada was the Project Manager for design of the SB1 State grant funded project for the street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Parada served as the Project Engineer for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **ATP Cycle 1 Safe Routes to Calimesa and Wildwood Elementary Schools Project,** *City of Yucaipa/Calimesa* – Mr. Parada was the project engineer for design of the Active Transportation Program, Cycle 1 project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of the Bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, signing and striping along Avenue 'H' from 3rd Street to Holmes Street and along County Line Road between 3rd Street and California Street.
- **Palomar/Clinton Keith Sidewalk, Trail, and Bike Lane Connectivity Project,** *City of Wildomar, CA* – Mr. Parada served as the Project Engineer for the Palomar/Clinton Keith Connectivity that included approximately one mile of sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.



JEANNETTE BARLOW

Public Outreach Coordinator

TKE Engineering, Inc.
(951) 680-0440

CERTIFICATIONS

Notary Public, State of California, Commission # 2509494

Ms. Barlow has a collective 18 years of experience providing project coordinator services, including public outreach efforts for public works Capital Improvement Projects. Ms. Barlow has supported the successful delivery of a wide range of projects for various clients, including the City of Rialto, where she is currently facilitating client and subconsultant coordination for potholing services. She maintains project records for clients across San Bernadino, Riverside, Los Angeles, and San Diego Counties. Ms. Barlow has specialized expertise and knowledge related to file structure organization, appointment and event scheduling, social media marketing, screening and directing phone and email correspondence, taking detailed meeting minutes, and developing PowerPoint presentations for project management meetings. Ms. Barlow is the best candidate for the Public Outreach Coordinator on this project because she leverages her strong interpersonal skills, takes initiative to ensure execution of tasks on schedule, and is dedicated to exceeding client expectations by working in accordance with City Standards.

DETAILED PROJECT EXPERIENCE

- **Willow Ave and San Bernardino Ave Traffic Signal and Street Improvements,** *City of Rialto* – Reporting directly to proposed Project Manager, Terry Renner, Ms. Barlow is currently providing project coordination and public outreach support services for the City of Rialto. She is coordinating with subconsultant, AirX for potholing services and providing the city with status updates.
- **Sierra Avenue Widening,** *City of Fontana* – Ms. Barlow served Project Coordinator and provided public outreach support for the City of Fontana. She was responsible for extensive client, subconsultant, and agency coordination which held her accountable for emailing and mailing construction commencement notices to all parties involved with the multi-phase street widening and improvements project.
- **CV SYNC Project,** *Coachella Valley Association of Governments (CVAG), Coachella Valley* – Ms. Barlow is serving as public outreach coordinator and monitors the CV SYNC project website, which can be found at https://www.cv-sync.com/. CV Sync is an innovative approach to improving how residents and visitors travel in the Coachella Valley. The project consists of upgrading existing traffic signal controllers and revolutionizing the way traffic is managed by using the latest off-the-shelf technologies to coordinate traffic on major roadways. The first phase of CV Sync will focus on Highway 111, Ramon Road and Washington Street. Ultimately, the project will include 52 corridors in the Coachella Valley.
- **Juan Bautista De Anza Multi-Use Improvement Trail,** *City of Moreno Valley* – Ms. Barlow serves as the labor compliance specialist for the Juan Bautista De Anza Multi-Use Improvement Trail. The trail alignment is located between Eucalyptus Avenue near the Towngate Memorial Park and Alessandro Boulevard and between Cactus Avenue near Heacock Street and Iris Avenue. The project includes construction of approximately 3.5 miles of decomposed granite and PCC pavement trail which will largely follow the existing 120" Department of Water Resources pipeline alignment and will include removal and replacement of numerous curb ramps to comply with

ADA requirements, trail signing and striping, monument installation, traffic signal installation, landscaping and irrigation.

- **LPP County Line Road Project,** *City of Yucaipa/Calimesa* – Ms. Barlow managed the Labor Compliance for the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.



JUSTIN SCHLAEFLI PE, TE, PTOE

Traffic Engineer

TKE Engineering, Inc.
(951) 680-0440

EDUCATION

MS, Civil Engineering, Norwich University, Northfield, VT

BS, Civil Engineering, San Diego State University, San Diego, CA

REGISTRATIONS

PE License Number 74670 (CA)

TE License Number 2564 (CA)

AFFILIATIONS

Professional Traffic Operations Engineer

Former Second Vice President, San Diego Highway Development Association

Member, National Academy of Sciences Transportation Research Board

Member, Institute of Transportation Engineers

Mr. Schlaefli has nearly over 25 years of experience in the transportation field. He is responsible for managing projects on a day-to-day basis as well as interfacing with other project team members and decision makers/government staff and Contractors. He specializes in Intelligent Transportation Systems, Transportation Planning, Construction, Signal Maintenance, Traffic Engineering and Traffic Operations. He has experience working on both public sector projects as well as private sector development. His experience ranges from construction management and inspection to operations and maintenance. He also has experience conducting traffic studies, specialized access analysis, parking studies, trip generation studies, traffic micro-simulation, signal operations, signal timing, traffic control and design/build of ITS solutions. In addition, Mr. Schlaefli has served as a subject matter expert in court, for the State of California and for vendors in the transportation industry. He is also a proud alumnus of San Diego State University where he has served as a guest lecturer and adjunct faculty teaching Transportation Engineering and helping subconsultant.

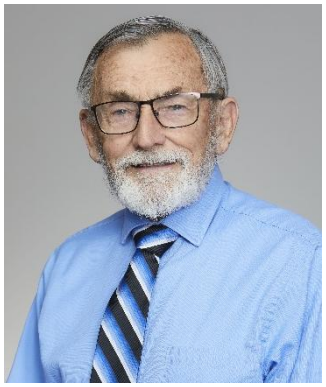
DETAILED PROJECT EXPERIENCE

- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Schlaefli served as the Traffic Engineer for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **County Line Road Transportation Corridor (LPP)** – *County Line Road, City of Calimesa* – Mr. Schlaefli served as the Traffic Engineer for this project involving street widening and roundabout improvements on County Line Road. The Project includes four (4) single-lane and one (1) multi-lane roundabout, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.
- **Montclair Safe Routes to School Implementation Project (ATP Cycle 6),** *City of Montclair* – Mr. Schlaefli was the Traffic Engineer for the design of the ATP Cycle 6 Safe Routes to Montclair High School, Monte Vista, and Montera Elementary Schools Project that included the preparation of full construction documents including environmental compliance, ROW acquisition, plans, technical specifications, PS&E and construction support services for the design of bike lanes, curb and gutter, sidewalk, driveways, crosswalks, ADA curb ramps, drainage structures, bike lane, signing and striping, traffic signal, enhance street lighting improvements, traffic calming treatments like in-ground and overhead rapid flashing beacons, raised or painted medians and

curb return bulb-outs to increase pedestrian safety and improve traffic efficiency.

- **CV Sync Traffic Signal Synchronization,** *City of Palm Desert* – Mr. Schlaefli serves as the Resident Engineer assisting in oversight of all construction management aspects for Phase 1 of the CV Sync project (Formerly CVAG TSSPP). This work involves plan review, management and approval of construction scheduling, budget, field work, local agency procedures and more. As the Local Agency Resident Engineer, Mr. Schlaefli ensures adherence with applicable State and Federal requirements requiring familiarity with the CAMUTCD, Caltrans Standard Plans, Caltrans Construction Manual, Local Agency Procedures Manual and other applicable standards and documents. This project involves coordination and support across twelve agencies in the Coachella Valley.

- **Mission Bay Drive Adaptive Signal Project**, City of San Diego – Mr. Schlaefli served as the Project Engineer and Construction Manager responsible for introducing the latest technology to the City. The project started in the advanced planning phases investigating field conditions and working with City staff to explore technological options for improving 7 existing and one future signal on Mission Bay Drive. Mr. Schlaefli provided assistance to the City exploring technology vendors and developing system requirements necessary to provide a new Adaptive Traffic Control (ATC) system. He oversaw the design/build effort to convert 7 existing signals and construct one future signal as an ATC system using Trafficware's SynchroGreen system. This effort started with project planning, budget review, constructability review, permit application and contractor coordination, and included communications design, installation, testing and quality assurance, controller replacements, TMC upgrades, ATMS, CCTV and Bluetooth monitoring system installation and configuration.



RON MUSSER

PLS

Director of Surveys

TKE Engineering, Inc.

(951) 680-0440

CERTIFICATIONS

PLS License No. 4230 (CA)

AFFILIATIONS

American Council of Engineering Companies of California

Mr. Musser has 50+ years of experience in performing field and office surveying and plan checking services for public and private projects including roadway and highway projects. He has performed design topographic surveying and construction staking on all of TKE's respective design and construction management projects and map checking over the past 10 years. Prior to joining TKE Engineering, Inc., Mr. Musser worked at the County of Riverside as a County Surveyor for nearly 22 years providing mapping, easement document preparation, field surveying and calculations support for hundreds of projects. He has prepared records of survey, parcel maps, tract maps, right-of-way and easement documents in San Bernardino County, Riverside County, San Diego County, Orange County and Los Angeles County. He has performed boundary, topographic, ALTA, and precise level surveys as well as Global Positioning Surveys.

DETAILED PROJECT EXPERIENCE

- **LPP County Line Road Project,** *City of Yucaipa/Calimesa, CA* - Mr. Musser served as the Director of Surveys for design of the SB1 Local Partnership Program project. This project consists of the preparation of full construction documents including environmental compliance documents, right-of-way acquisition, utility relocations, plans, technical specifications, construction cost estimates (PS&E) and construction support services for the design of four roundabouts, street widening, bicycle lanes, curb and gutter, sidewalk, crosswalks, ADA curb ramps, storm drain, and signing and striping along County Line Road from 4th Street to Bryant Street.

- **ATP Cycle 3 Street Safe Routes to School Pedestrian Improvement Project,** *City of Fontana, CA* – Mr. Musser served as the Director of Surveys for the ATP Cycle 3 Safe Routes to School Pedestrian Improvement Project. TKE provided design engineering services for the Safe Routes to Schools project funded through ATP Cycle 2 for the City of Fontana for Fontana Ave and Arrow Boulevard. This project consisted of the preparation of full Construction documents including plans, technical specifications, construction cost estimates (PS&E) and construction support services for the 5,900 linear foot ADA and pedestrian enhancement project. The project included the construction of curb, gutter, sidewalk, curb ramp, bike lane improvements, utility relocations, storm drain modifications, private improvement restoration and signing and striping. TKE successfully coordinated with Caltrans for completion of the PES, right-of-way certifications and obtaining the RFA for construction.
- **Montclair Safe Routes to School Implementation Project (ATP Cycle 6),** *City of Montclair* – Mr. Musser served as the Director of Surveys for the ATP Cycle 6 Safe Routes to Montclair High School, Monte Vista, and Montera Elementary Schools Project that included the preparation of full construction documents including environmental compliance, ROW acquisition, plans, technical specifications, PS&E and construction support services for the design of bike lanes, curb and gutter, sidewalk, driveways, crosswalks, ADA curb ramps, drainage structures, bike lane, signing and striping, traffic signal, enhance street lighting improvements, traffic calming treatments like in-ground and overhead rapid flashing beacons, raised or painted medians and curb return bulb-outs to increase pedestrian safety and improve traffic efficiency.

- **Palomar/Clinton Keith Sidewalk, Trail, and Bike Lane Connectivity Project,** *City of Wildomar, CA* – Mr. Musser served as the Director of Surveys for the Palomar/Clinton Keith Connectivity that included approximately one mile of

sidewalk connectivity, ultimate street widening, storm drain, striping, and private property restoration that required full depth removal and placement of AC pavement; removal and reconstruction of concrete curbs and gutters, ADA ramps, cross-gutters, sidewalks; construction of concrete sidewalks, curbs and gutters, cross-gutters, ADA ramps, and driveway approaches; construction of CMU retaining wall and significant regrading along hillsides; construction of a multipurpose DG Trail; construction of catch basins, rock bioswales, headwalls, and storm drains; installation of a new pedestrian push button system and curb ramp at the intersection of Clinton Keith Road and Renaissance Plaza; relocation of miscellaneous utilities; raising of various utility manholes/valves and installation of traffic signing, striping and loop detectors.

- **Sierra Avenue Widening Project,** *City of Fontana, CA* - Mr. Musser provides survey services to the City of Fontana for the Sierra Avenue Widening Project. The project is approximately 1 mile of widening for the City's primary north south arterial street widening the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. He is currently responsible for management of utility coordination, right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. While providing these services to the city, Mr. Musser has represented the city with other agencies, represented engineering with the city's management personnel and other meetings, managed engineering budgets and project schedules.

SECTION E | EXPERIENCE AND REFERENCES

REFERENCES

Agency	Name/Title	Phone/Email	Services Provided
City of Highland 27215 Base Line Street Highland, CA 92346	Octavio Duran Public Works Director	(909) 864-6861 x221 oduran@cityofhighland.org	Please refer to the following section, *RELEVANT PROJECT EXPERIENCE*, for a detailed description of services
City of Fontana 8353 Sierra Avenue Fontana, CA 92335	Jeffrey Kim CIP Engineering Manager	(909) 350-6724 jkim@fontana.org	Please refer to the following section, *RELEVANT PROJECT EXPERIENCE*, for a detailed description of services
City of Victorville 14343 Civic Drive Victorville, CA 92392	Jenele Davidson Deputy City Manager	(760) 243-1991 jdavidson@victorvilleca.gov	Please refer to the following section, *RELEVANT PROJECT EXPERIENCE*, for a detailed description of services

RELEVANT PROJECT EXPERIENCE







SIERRA AVENUE WIDENING PROJECT *City of Fontana, CA*

Description

The Sierra Avenue widening improvements project is located in the City of Fontana north of Interstate 10 Freeway between Foothill Boulevard and Baseline Road. The project is approximately 1 mile of widening for the City's primary north-south arterial street, expanding the roadway from 4 lanes to 6 lanes. The project includes street widening, raised landscape median, new sewer main installation, traffic signal installation and modifications, traffic signal interconnect and fiber optic cable installation, and extensive utility coordination for water main replacement, Rule 20A and Rule 20B undergrounding work. The project also consists of right-of-way acquisition for 76 parcels, traffic analysis, review of construction plans, coordination with project design consultants, construction management and construction staking services. TKE represents the city with other agencies, represented engineering with the City's management personnel and other meetings, managed engineering budgets and project schedules.

Services

Services include design, topographic survey, right-of-way engineering and acquisition, roadway safety analysis, preparation of exhibits, cost estimates, utility coordination, construction management, and construction staking.

Key Staff

Michael P. Thornton, PE, PLS, MS; Terry Renner, PE, PLS, QSD; Steven Ledbetter, PE, QSD; Octavio Parada; Ron Musser, PLS; Monae Pugh

Client Contact:
City of Fontana
8353 Sierra Avenue
Fontana, CA 92335

Jeffrey Kim, CIP Engineering Manager
(909) 350-6724
jkim@fontana.org

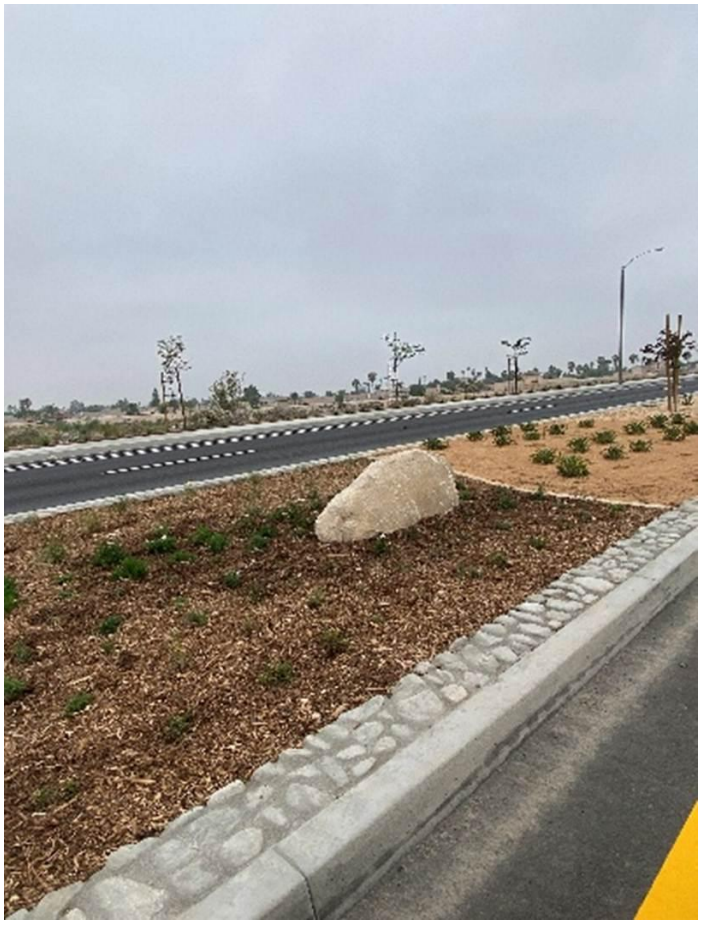
Project Cost:
$11.3 million

Completion Date:
2024

RELEVANCE TO CITY OF PERRIS

- Corridor Beautification
- Median Improvements
- Right-of-way Acquisition
- Municipal CIP Project
- Street Improvement Design
- Community Outreach Efforts





BOULDER AVENUE IMPROVEMENT PROJECT *City of Highland, CA*

Description

Boulder Avenue is a major collector street with 2 lanes each direction separated by a median. The scope of the project covered: removal of curb, gutter, asphalt concrete pavement, signage. As well as striping and construction of PCC curbs, gutters, curb ramps, driveways, asphalt concrete pavement, irrigation, median curb, landscaping, hardscape, in-road bicycle detection, decorative way findings signs, street lighting, trail lighting, anti-graffiti coating, architectural treatment on existing sound wall and cape seal located on Boulder Avenue from Greenspot Road to San Manual Village Plaza (Highland Avenue) within the City of Highland, in the county of San Bernardino, California.

Services

Services covered full-service construction management during the construction of the project, coordination, scheduling, administration, inspection, construction surveying and staking, geotechnical services, and materials testing along with biological monitoring and utility coordination for the project.

Key Staff

Terry Renner, PE, PLS, QSD; Jose Hernandez; Brian McDuffie; Nelson Blackwell, CPII; Monae Pugh

Client Contact:
City of Highland
27215 Base Line Street
Highland, CA 92346

Octavio Duran, Public Works Director
(909) 864-6861 x221
oduran@cityofhighland.org

Project Cost:
$3.3 million

Completion Date:
2023

RELEVANCE TO CITY OF PERRIS

- Corridor Beautification
- Median Improvements
- Project Management
- Coordination with Multiple Agencies







COUNTY LINE ROAD TRANSPORTATION CORRIDOR (LPP)

City of Calimesa, CA

Description

TKE prepared and obtained a grant for the City of Calimesa through the Road Repair and Accountability Act of 2017 (SB1) Local Partnership Program (LPP). TKE is preparing street widening and roundabout improvements for the construction of the County Line Road Transportation Corridor. The Project includes four (4) single-lane and one (1) multi-lane roundabouts, together with street, pedestrian, and bicycle improvements, to improve safety and efficiency throughout the corridor. The innovative approach to implement roundabout intersection throughout the corridor provides adequate capacity and level of service to remain a two-lane street; thus, significantly reducing right-of-way and construction costs to construct a four-lane corridor.

Services

Services include grant coordination and management, design, topographic survey, right-of-way engineering, environmental assistance, roadway safety analysis, preparation of exhibits, cost estimates, coordination with California Transportation Commission, construction management, inspection, and construction staking.

Key Staff

Terry Renner, PE, PLS, QSD; Michael Thornton, PE, PLS, MS; Steven W. Ledbetter, PE, QSD; Octavio Parada; Justin Schlaefli, PE, TE, PTOE; Travis Bradshaw, PE; Marvin Lara, EIT; Ron Musser, PLS; Jeff Lantosh, CPII; Monae Pugh

Client Contact:
City of Calimesa
908 Park Avenue
Calimesa, CA 92320

Will Kolbow, City Manager
(909) 795-9801
wkolbow@cityofcalimesa.net

Project Cost:
$10.1 million (Grant: $3.7 million)

Completion Date:
2025

RELEVANCE TO CITY OF PERRIS

- LPP State Grant Management
- Right-of-Way Acquisition
- Extensive Utility Relocations
- Major Arterial Reconstruction
- Various Pavement Strategies
- Extensive Utility Coordination & Permitting
- Street/Pedestrian Design/Design Survey
- Caltrans Local Assistance







EVA DELL PARK RENOVATIONS *City of Victorville, CA*

Description

TKE provided project management, surveying, conceptual and final design, bidding services, permitting, construction administration, and utility coordination for the Eva Dell Park Renovations. The Eva Dell Park Renovations project is located in the City of Victorville on 1st Street north of E Street. The project included the construction of a new play area, splash pad, picnic shelters, large breed and small breed dog parks, ½ mile walking circuit, rest areas, parking lot rehabilitation and expansion, lighting, native drought tolerant landscaping, irrigation, and ADA improvements throughout the existing park areas.

Services

Services included project management, surveying, conceptual and final design, bidding services, permitting, construction administration, and utility coordination.

Key Staff

Terry Renner, PE, PLS, QSD; Steven W. Ledbetter, PE, QSD; Ron Musser, PLS; Brett Enscoe; RHA Community Works (formerly, Community Works Design Group)

Client Contact:
City of Victorville
14343 Civic Drive
PO Box 5001
Victorville, CA 92392

Jenel Davidson, Deputy City Manager
(760) 243-1991
jdavidson@victorvilleca.gov

Project Cost:
$3.8 million

Completion Date:
2024

RELEVANCE TO CITY OF PERRIS

- Park Improvement and Parking Lot Experience
- ADA Accessibility
- Project and Construction Management
- Partnering with Multiple Subconsultants



The new streetscape will feature a sparsely planted, low-maintenance landscape that seamlessly transitions into the existing landscape. Plantings will include the same trees, shrubs, and groundcovers used in the monument area, complemented by strategically placed accent boulders.



LIMIT OF IMPROVEMENTS

PROPOSED STREETSCAPE IMPROVEMENTS

JULY 31, 2025

BELLEGRAVE AVENUE & SUMNER AVENUE

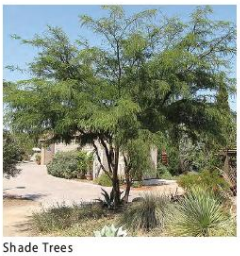


Landscape Enlargement



OPTION 1

The new entry monument landscape will feature boulders and lush shrub and groundcover plantings from species approved in the 2024 Eastvale Landscape Maintenance Manual. Trees, shrubs and groundcover will screen the existing wall as well as provide year-round visual interest.



Shade Trees



Accents & Groundcover



Screening Plants

ENTRY MONUMENT SIGN

JULY 31, 2025

BELLEGRAVE AVENUE & SUMNER AVENUE



Layout 1



Layout 2



OPTION 2

The new entry monument landscape will feature various colors of decorative rock laid out in visually impactful patterns to emphasize the new monument sign. Low maintenance planting and boulders will frame the sign and provide screening of the existing wall.



Polynesian Pebble - Ivory, 3"-5"



Mauna Loa Pebble - Black, 2"-4"



Black Mexican Beach Pebble, 3"-5"

ENTRY MONUMENT SIGN

JULY 31, 2025

BELLEGRAVE AVENUE & SUMNER AVENUE

SECTION F | EVIDENCE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2025

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

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

PRODUCER	CONTACT NAME:	
WTW MIDWEST INC 233 S WACKER DR,SUITE 2000 CHICAGO IL 60606	PHONE (A/C, No, Ext): (888) 780-5381	FAX (A/C, No): (866) 828-2424
	E-MAIL ADDRESS: Certificate@Hanover.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Massachusetts Bay Ins Co	22306
INSURER B :	Allmerica Financial Benefit	41840
INSURER C :	Hanover Insurance Co	22292
INSURER D :	Hanover American Ins Co	36064
INSURER E :		
INSURER F :		

INSURED: TKE ENGINEERING INC, 2305 CHICAGO AVE STE 100, RIVERSIDE CA 92507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	N	N	OD3 H471223 06	10/15/2025	10/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	N	N	AW3 J154489 06	10/15/2025	10/15/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☑ RETENTION $	N	N	OD3 H471223 06	10/15/2025	10/15/2026	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WMC H883053 06	10/15/2025	10/15/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Architects & Engineers Prof Liab	N	N	LHC J874702 01	10/15/2025	10/15/2026	Claims-Made: $2M Ea Claim/$4M Agg	

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

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SECTION G | DISCLOSURES

TKE has reviewed all materials contained in this proposal and confirms that it does not include any proprietary or confidential information requiring special handling or protection.

SECTION H | COST PROPOSAL

City of Perris

Professional Design Services for the 4th Street Corridor Beautification Project

Development Services Department

Fee Schedule Breakdown

Task No.	Task	Principal in Charge Hours	Principal in Charge $	Project Manager Hours	Project Manager $	Project/Traffic Engineer Hours	Project/Traffic Engineer $	Assistant Engineer/Designer Hours	Assistant Engineer/Designer $	Clerical Hours	Clerical $	Survey Crew Hours	Survey Crew $	Subconsultants $	Total $
Design Services															
1.	Project Management, Project Familiarity, Administration, and Meetings	4	$ 800	32	$ 6,080	24	$ 4,320		$ -		$ -		$ -	$ 7,000	$ 18,200
2.	Development of Concept Plans and Design Themes		$ -	64	$ 12,160	80	$ 14,400	320	$ 51,200	24	$ 2,400	128	$ 35,200	$ 18,440	$ 133,800
3.	Development and Refinement of Conceptual Design Plans		$ -	40	$ 7,600	48	$ 8,640	160	$ 25,600	8	$ 800		$ -	$ 15,200	$ 57,840
4.	Preparation of Engineer's Cost Estimate		$ -	4	$ 760	8	$ 1,440	32	$ 5,120	4	$ 400		$ -	$ 2,800	$ 10,520
5.	Quality Control and Accuracy of Submittals	16	$ 3,200		$ -		$ -		$ -		$ -		$ -	$ 500	$ 3,700
	Design Services Subtotal:	20	$ 4,000	140	$ 26,600	160	$ 28,800	512	$ 81,920	36	$ 3,600	128	$ 35,200	$ 43,940	$ 224,060
														Reimbursables (@5%)[1.]:	$ 11,203
														Total:	**$ 235,263**

Rates:

Principal in Charge	$ 200 /HR
Project Manager	$ 190 /HR
Project/Traffic Engineer	$ 180 /HR
Assistant Engineer/Designer	$ 160 /HR
Clerical	$ 100 /HR
2-Man Survey Crew	$ 275 /HR

Notes:

1.) Reimbursables Include Cost for Prints, Copies, Mileage, Etc.

2.) RHACW Subconsultant Fee for Landscape and Irrigation

TKE Engineering, Inc.



Prepared By:

TKE Engineering, Inc.
2305 Chicago Ave.
Riverside, CA, 92507



RFP RESPONSE

Professional Design Services for the 4th Street Corridor Beautification Project

Submitted by GHD Inc. to the City of Perris, Development Services Department • July 9, 2026



Cover Letter

GHD Inc.
320 Goddard, Suite 200
Irvine, CA 92618
www.ghd.com

July 9, 2026

A. Cover Letter

Rafael Garcia
City of Perris
135 N. D Street
Perris, CA 92507
RGarcia@CityofPerris.org

RE: Proposal for the 4th Street Corridor Beautification Project

Dear Mr. Garcia and the Selection Committee,

GHD Inc. (GHD) understands that the City of Perris (City) has a vision to transform the 4th Street corridor into an inviting, functional, and community-focused public space. The project presents an opportunity to enhance mobility, strengthen identity, and create a more attractive and engaging environment for residents and visitors. Our team brings extensive experience delivering right-of-way improvements that balance aesthetics, functionality, and long-term maintainability.

Our approach aligns directly with the City's goals. We will develop concept plans that integrate landscaping, decorative streetscape elements, pedestrian enhancements, and gateway features while recognizing corridor constraints such as limited right-of-way, utility considerations, traffic functionality, and existing infrastructure. Through careful evaluation and creative design, we will deliver practical solutions that enhance the corridor's appeal.

GHD At a Glance
Legal Name of Firm: GHD Inc. – A California Corporation
Years in Business: 97
Years Performing Design Services: 97
Taxpayer ID: 98-0425935
Corporate Address: 320 Goddard Way, Suite 200, Irvine, CA 92618
Contact Person: Stephania Hernandez, PE, QSD 320 Goddard Way, Suite #200 Irvine, CA 92618 T: 213.788.7820 E: stephania.hernandez@ghd.com

The importance of collaboration and public engagement cannot be understated. Our team will work closely with City staff to guide the design process, facilitate community input, and incorporate stakeholder feedback into the design development process. We will support presentations to the Beautification and Public Works Committee and City Council, translating community priorities into clear, visually compelling design alternatives. By presenting multiple design themes, we will help the City select a preferred vision that reflects its identity and priorities.

Why GHD?

Our team offers strong local knowledge and relevant experience throughout California, including the Inland Empire. We have successfully partnered with public agencies on corridor and streetscape projects that required thoughtful planning, stakeholder coordination, and efficient delivery. This experience allows us to anticipate challenges early, maintain momentum throughout design, and provide solutions that align with agency expectations and regulatory requirements.

Leading our effort is **Stephania Hernandez, PE**, who will serve as the primary point of contact and project manager throughout the selection process and project delivery. Stephania has worked with the City of Perris in a past role to assist in the delivery of Fire Station F077. In addition, she has a strong background in municipal engineering throughout the region and brings a diverse set of skills to this project.

Supporting Stephania will be our Project Director, **Steven Latino, PE, TE**. Steven has been serving the Inland Empire for over 22 years, with over a decade as a municipal employee for the cities of Hemet and Ontario. His experience includes time as the City Engineer and Engineering Director for the City of Hemet. This unique blend of both the public and private experience provides knowledge that takes into consideration not only the design challenges that can come with a project like this, but also an understanding of the process and challenges that come with being the client on your side of the table. Steven prides himself on being a partner, almost acting as an extension of City staff, rather than just a consultant to the City.

Supporting Services and a Long History

GHD will serve as the prime consultant on this project, maintaining full responsibility for project delivery, quality, and schedule. Our team has partnered with RHA Community Works to assist with public outreach, landscaping/concept design and monumentation, and Geocon as an optional task to provide pavement analysis and recommendations as well as recommendations for foundations for monument concepts.

Our Project Director and Project Manager have a long working history with all of the proposed subconsultants on this project. GHD will directly manage all subconsultant efforts, align activities with the project goals, and maintain consistent communication through various means, including coordinating meetings. This integrated approach supports efficient risk management, streamlined decision-making, and delivery of a cohesive final product. Our goal is that the selected concept is well thought out and ready to go forward into the final design.

GHD is pleased to submit this proposal to provide professional design services for the 4th Street Corridor Beautification Project. We have reviewed the Request for Proposals (RFP), including all requirements, scope elements, and conditions, and we are prepared to enter into an agreement under the terms described for a period of one hundred twenty (120) days.

Thank you for the opportunity to submit this proposal. We look forward to partnering with the City of Perris on this important project.

Regards,

Stephania Hernandez, PE, QSD
Project Manager
213.788.7820 | stephania.hernandez@ghd.com

Josh Wolf, PE*
Business Group Leader
707.267.2264 | josh.wolf@ghd.com
**Authorized Signatory*

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Appendix A

Resumes

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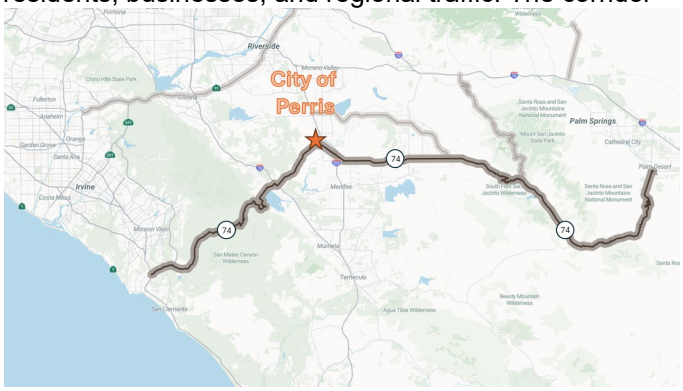
Statement of Understanding and Approach

B. Statement of Understanding and Approach

Project Understanding and Approach

Highway 74 was originally signed as a State Route through the City of Perris in 1934 and was ultimately relinquished to the City for maintenance and control by the State of California in 2009. Highway 74 provides connectivity to many agencies throughout the region, starting at the west in San Juan Capistrano, traversing the Ortega Mountain Range, through Perris and then continuing east through the Hemet/San Jacinto Valley over the San Jacinto Mountain Range before terminating in Palm Desert. Due to its regional nature, many use Highway 74 to traverse the region as well as access the I-15 and I-215 freeways.

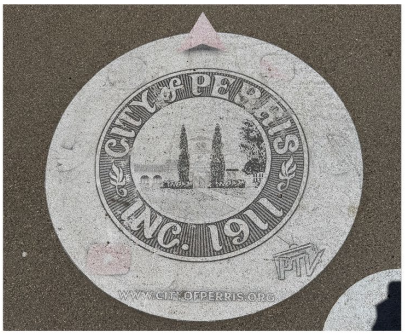
GHD understands that the City of Perris is advancing the 4th Street Corridor Beautification Project to do more than improve aesthetics. The City is defining a cohesive identity for one of its most visible east–west corridors while working within the constraints of an active public right-of-way. From 7th Street to Redlands Avenue, 4th Street functions as a key connector arterial roadway for residents, businesses, and regional traffic. The corridor



links neighborhoods to commercial destinations and provides access to the broader Inland Empire transportation network.

We recognize that this effort must balance corridor identity, mobility, safety, traffic functionality, and long-term maintainability. The project presents a valuable opportunity to transform an auto-oriented corridor into an environment that reflects community character while supporting efficient circulation and access.









A successful beautification project must create a consistent visual identity while accommodating different frontage conditions and maintaining visibility and access for adjacent businesses and properties.



GHD's approach will incorporate connectivity for pedestrians, bicyclists, transit users, and vehicles. Our work will support intuitive movement through the corridor while maintaining efficient traffic operations.

Alignment with the City's Vision

The City's Downtown Specific Plan establishes a framework for creating a vibrant, pedestrian-supportive Downtown that reflects Perris' identity, cultural diversity, and history. We understand that the City seeks improvements that contribute to a strong sense of place while maintaining the function of critical corridors such as 4th Street.

Although 4th Street serves as a vehicle-oriented commercial corridor, the Plan calls for enhanced streetscape character, improved pedestrian experience, and cohesive visual identity. Our approach responds directly to this vision. We will develop concepts that introduce streetscape enhancements, landscape features, and gateway elements in a way that supports both mobility and community character.

Corridor-Specific Understanding

We understand that raised medians form a central component of the City's vision, particularly between Park Avenue and Redlands Avenue, where the feasibility study identifies both opportunities and constraints. Median improvements offer the potential to improve corridor aesthetics, define travel lanes, and provide pedestrian refuge areas, while also introducing challenges related to access, turning movements, and driveway connectivity.

Our team will use the feasibility study as a foundation to refine corridor-wide concepts. We will evaluate how median placement, access control, intersection spacing, and roadway geometry influence both functionality and aesthetics. This approach allows us to develop alternatives that are practical, visually cohesive, and responsive to existing conditions.

We also recognize that the corridor includes varied land uses and community contexts. A successful outcome must create a consistent visual identity while accommodating different frontage conditions and maintaining visibility and access for adjacent businesses and properties.

Integrated Mobility and Connectivity

The City's planning framework emphasizes connectivity for pedestrians, bicyclists, transit users, and vehicles. The existing grid network provides a strong base, and the project presents an opportunity to strengthen these connections through improved crossings, circulation, and visual cues.

We will incorporate these principles into the concept development process. This includes evaluating existing pedestrian crossings, considering opportunities for enhanced visibility and safety, and identifying additional ways to improve connectivity across the corridor. Our

work will support intuitive movement through the corridor while maintaining efficient traffic operations.

Context-Sensitive Streetscape Approach

We will develop streetscape concepts that reflect both the Downtown Specific Plan and the operational realities of the corridor. This includes evaluating and incorporating elements such as:

- Landscaped medians and parkways
- Street trees and drought-tolerant planting palettes
- Ornamental lighting and streetscape amenities
- Decorative pavement and enhanced crosswalk treatments
- Entry monumentation and gateway features
- Corridor identity elements that reinforce the City's character

Each concept will balance aesthetic value with durability, constructability, and long-term maintenance. We will prioritize improvements that fit within the available right-of-way and integrate with existing infrastructure.

Community Engagement and Visual Communication

We understand that community input will play a key role in shaping the preferred concept. The City has emphasized the importance of public outreach, including engagement with residents and stakeholders near the corridor.

Our team will develop clear and accessible materials that communicate how each concept aligns with the City's vision. Visual tools such as renderings and diagrams will help stakeholders understand the proposed improvements and provide meaningful feedback. This process will allow the City to refine concepts based on community priorities while maintaining project objectives.

Implementation-Focused Approach

We recognize that the City seeks concepts that can move forward into future design and implementation. Our work will consider constructability, phasing, and cost from the outset. We will develop alternatives that align with potential funding strategies and can be advanced in a practical and efficient manner.

By aligning with the Downtown Specific Plan, incorporating the median feasibility study, and responding to corridor constraints, we will deliver a concept package that supports decision-making, strengthens community identity, and provides a clear path toward implementation.



"We are Perris, California." GHD will partner with RHA to let community members have their say in the look and feel of where they work, play, and call home.

Because this corridor functions as both a transportation facility and a community frontage, our work will focus on improvements that are attractive, practical, and scalable. We will help the City compare alternatives that fit the corridor's geometry, respond to the raised median feasibility study, respect access needs, and support future phased implementation. This will give the City a concept package that is useful for decision-making, public communication, and future advancement into design.

Scope of Services

While the RFP originally included tasks, GHD offers the following scope, which builds upon those tasks for greater clarity.

Task 1
Project Management and Coordination

This task will provide management of the project in accordance with the Scope of Services identified in the RFP, with an emphasis on communication, coordinated reviews and schedule control.

1.1 Project Management

Upon agreement of the final scope, fee, schedule and notice to proceed, Stephania will hold an in-house meeting where expectations, scope, procedures, budget, schedule with milestones and other pertinent information will be communicated.

This task includes ongoing project management such as coordination with the City, subconsultants, and various task leads within GHD, updates to the project schedule, and administrative tasks. We will maintain an ongoing action item list that shows the next 2-4 weeks of upcoming tasks to keep the City informed on project progress.

GHD will send monthly project invoices, which include progress reports on the project. Stephania will be available via video calls (MS Teams), phone, or email to address questions or concerns as it relates to this project.

Deliverables:

- Action item list
- Monthly invoices with progress reports
- Project schedule (with updates)

1.2 Project Meetings

Upon issuance of the Notice to Proceed, Stephania will schedule an in-person kickoff meeting with the City and appropriate project team members. In addition, bi-weekly PDT meetings will be scheduled and attended by appropriate team members. For budgeting purposes, it is assumed that the project will be completed in 11 months. If the project extends beyond that time frame, additional project management time may need to be negotiated.

- Anticipated meetings include (public outreach and City Council meetings shall be covered in Task 4.4 below):
- Project kickoff meeting to clarify design objectives (in-person)
- Virtual PDT meetings (up to 22 meetings)

Meetings will be agendized and agendas will be distributed a minimum of 48 hours in advance of the meeting to allow the City to review and provide input if necessary. Meeting agendas will be distributed within 48 hours of the meeting for review and comment before finalization.

Deliverables:

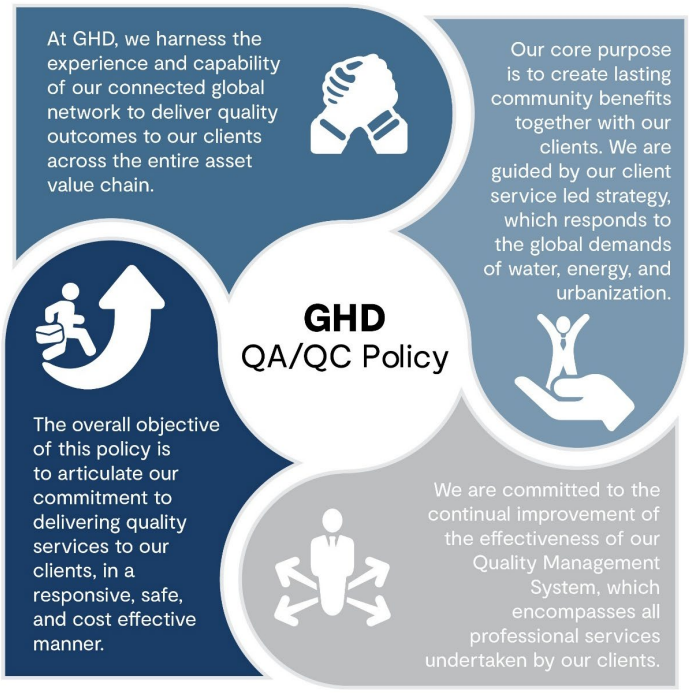
- Meeting agendas
- Meeting minutes

1.3 Quality Assurance/Quality Control

As part of our project management process, GHD follows a regimented internal Quality Assurance and Quality Control (QA/QC) program on our projects. Throughout each step of the project, task managers will work directly

Quality Assurance/Quality Control

GHD firmly believes that quality assurance/quality control is essential to delivering the consistent quality service expected by our clients. GHD's quality commitment to our clients is reflected in our Quality Policy:



with Stephania to implement the QA/QC program. This process emphasizes quality as a continuous process used at milestones and on a daily basis as work proceeds through each step of the design. By assigning control of the QA/QC process to a collaborative effort between Project and Task Managers, we do our best to confirm that each element of task orders is held to a consistent quality standard.

Deliverables:

- Quality assurance sign-off on each deliverable

Task 2
Field Survey, Records Research and Preliminary Right-of-Way

2.1 Records Research

The GHD team will coordinate with the City and complete necessary research to gather and review available information such as preliminary reports, record drawings, tract maps, assessor parcel maps, right-of-way maps, street centerline ties, and utility maps.

Deliverables:

- Document research

Right-of-Way and Access



2.2 Field Review

Upon completion of the records research, we will plan to do an in-person field review with the City to discuss findings or items of concern. During this field review, we will photo-document the area for future review as the design progresses. In addition, we will plan to do an in-person field walk upon completion of the topographic survey and preliminary design layouts to verify the design and potential conflicts.

Deliverables:

- Field review notes and documentation

2.3 Base Map Preparation

Using available GIS data, including right-of-way information, property lines, and roadway centerlines obtained from Riverside County, along with publicly available aerial imagery, GHD will prepare a planning-level base map for the project corridor. The base map will incorporate existing features that can be reasonably identified from the available information, including curb and gutter, raised medians, curb ramps, pavement striping, roadway geometrics, and other visible surface improvements. Information collected during previous tasks will also be incorporated, as appropriate, to develop the base map.

The resulting base map will be utilized for the development of the 30% Concept Design and associated planning exhibits. This task does not include field surveying, topographic mapping, utility locating, boundary determination, or verification of existing conditions. The base map is intended solely for planning and conceptual design purposes and shall not be used for final design, preparation of construction documents, or construction staking. Accuracy of features shown is limited to the quality and resolution of the source data and imagery available at the time of preparation.

Deliverables

- Project base map showing right-of-way, existing features, and utility data

Assumptions

- The City will provide available GIS and mapping data necessary for base map development. Any additional survey, mapping, or field verification required for final design or construction documents is not included in this scope.
- Utility research and utility location information will be limited to the records provided by the City under Task 2.1. GHD will not be responsible for obtaining additional utility records or verifying the accuracy of the utility information provided.

Task 3
Public Outreach/Community Meetings

3.1 Materials Development

RHA/Community Works and GHD will produce a cohesive, accessible outreach materials package in support of the public outreach events and the Beautification and Public Works Committee presentation. All materials will be developed for City review and approval prior to distribution or use. Materials will include fact sheets and visual summaries, project maps and cross-section graphics, meeting boards, presentation decks, and comment forms.

Visualization-Forward Materials: Our team will develop photo-realistic, pedestrian-level renderings showing the project as experienced by someone walking the corridor, an approach that has proven highly effective in building community understanding and support for beautification projects.

Accessibility & Language Access: Following a demographic review of the project area, Spanish will serve as the primary focus for translated materials. Spanish interpretation will be provided at public events, with additional language support available upon request. All materials will follow ADA/Section 508-compliant accessibility standards.

Deliverables:

- Workshop presentation deck and boards
- Workshop notification materials
- Workshop summary report, including comment log

3.2 Public Outreach Events

RHA/Community Works and GHD will attend two designated events as specified by the City to present the concepts to the adjacent property owners. The GHD team will notify residents/property owners/businesses within 1,000 feet of the 4th Street corridor. Our team will formulate an approach with City staff that best meets the needs of the community as well as the City. During the event, our team will take notes and solicit feedback on the proposed project.

Deliverables:

- Workshop summary report, including comment log
- Presentation of feedback to City staff after each event

3.3 Beautification and Public Works Committee Presentation

RHA/Community Works and GHD will develop and deliver a presentation to the Beautification and Public Works Committee at one (1) scheduled meeting, the date of which will be confirmed in coordination with City staff.

Presentation materials will be tailored to the Committee and will take into consideration the comments from the public outreach events and City staff input. The presentation will address the following:

- Project location, context, and objectives
- Summary of community feedback from both workshops
- Anticipated project schedule and next steps

All presentation materials will be developed for City review and approval in advance of the meeting. Following the meeting, our team will provide City staff with a brief summary of committee's feedback and any resulting action items.

City Council Presentation

RHA/Community Works and GHD will develop and deliver a presentation to the City Council at one (1) scheduled meeting, the date of which will be confirmed in coordination with City staff.

Presentation materials will be tailored to take into account the comments received from the public outreach events and the Beautification and Public Works Committee

All presentation materials will be developed for City staff review and approval in advance of the meeting.



Multimodal corridor plan in Northern California with high-visibility pedestrian crossings, improved access to existing and proposed Class I trails, and beautification opportunities.

Task 4
Conceptual Design

4.1 30% Conceptual Design Plans

GHD, with RHA Community Works (RHA+CW), will develop concept plans that integrate community, City staff, committee, and City Council feedback with the technical requirements of the corridor. The concept plans will include street concept plans, street sections, signing and striping, bike and pedestrian circulation plans, conceptual landscape plans, and monumentation plans. The landscape scope will build from our schematic plans and translate the City's corridor vision into a cohesive package for the 4th Street corridor between 7th Street and Redlands Avenue.

RHA+CW will prepare preliminary landscape plans and a minimum of three (3) distinct conceptual design themes for City review. Each theme will include water-efficient planting palettes with native species and shade trees, monumentation concepts for arched overhead entries and primary City identification signs, and hardscape and amenity recommendations, including decorative pavement, ornamental street lighting, trash receptacles, and metal tree grates for constrained parkway areas. This approach will help the City compare themes based on identity, cost, maintenance, pedestrian comfort, and compatibility with the Downtown Specific Plan.

After the City selects a preferred theme, we will develop the technical drawings needed for the conceptual plan package. These drawings will show the placement of

monuments, trees, median enhancements, and related streetscape improvements. We will also enhance the street sections to illustrate how raised medians and pedestrian amenities fit within the available right-of-way, and we will prepare illustrative boards and material boards that describe the proposed textures, colors, plant species, and corridor character for public review.

The plans will include typical sections and supporting information such as proposed layouts, dimensions, right-of-way lines, and utility appurtenances. Plans will be prepared at a scale of 1”=20’ and will identify improvements that can be incorporated into the existing right-of-way. Designs will follow the provided concepts, City standards, Standard Plans and Specifications for Public Works Construction, the American Association of State Highway and Transportation Officials (AASHTO) Green Book, and Caltrans standards.

The conceptual design plans, technical drawings, and design themes will be presented to the City during the bi-weekly Project Development Team (PDT) meeting that aligns with the scheduled review milestone. The meeting will focus on plan review, design refinements, potential conflicts, and City comments before we submit the preliminary engineering report and cost estimates.

Deliverables:

- 30% Conceptual design plans, including street plans, landscape plans, signing and striping, and median enhancement layouts
- Conceptual bike and pedestrian circulation plans
- Three (3) conceptual design themes with planting palettes, hardscape character, and amenities.
- Preliminary landscape planting design with water-efficient native species and shade-tree recommendations
- Enhanced street sections illustrating raised medians, pedestrian amenities, and right-of-way relationships
- Illustrative boards and material boards identifying proposed textures, colors, plant species, and corridor character
- Conceptual design documents prepared in AutoCAD and PDF format for City review

Assumptions: Sheets include:

Plan Type	Number of Sheets
Title Sheet	1 Sheet
Notes	1 Sheet
Typical Sections/Details	Up to 4 Sheets
Street Plans (1”=20’, double stacked)	Up to 9 Sheets
Signage/Striping Plans	Up to 9 Sheets
Street Lighting Layout/Conceptual Design	Up to 9 Sheets
Landscape Plans (Conceptual Planting)*	Up to 9 sheets

** - Irrigation plans not included at this stage*

4.2 Monumentation and Wayfinding Concept Plans

GHD, in coordination with RHA Community Works, will prepare conceptual monumentation and wayfinding plans for the project corridor to support the City's vision and corridor identity objectives. The effort will include the development of planning-level concepts for entry monumentation, wayfinding elements, and other corridor identity features within the project limits.

Concept plans will evaluate potential locations, character, scale, and aesthetic themes for gateway and identification elements, including an arched overhead entry monument across 4th Street and other ornamental monumentation intended to reinforce community identity. The concept plans may also include wayfinding signage elements to assist with corridor navigation and support branding and placemaking objectives.

Concept exhibits will be prepared for inclusion in the 30% Concept Design package and will depict proposed monumentation and wayfinding locations, preliminary layouts, and illustrative design concepts sufficient to support City review and stakeholder discussions.

Deliverables:

- Monumentation design concepts for arched overhead entries and primary City identification signs

Assumptions

- Structural analysis, engineering calculations, foundation design, electrical design, signing fabrication details, and construction documents are not included

4.3 Preliminary Engineering Report & Cost Estimates

Upon review of the conceptual plans, the GHD team will develop an itemized cost estimate to give the City an idea of project cost and confirm the designs are within the available budget. The cost estimate will be prepared in Excel format, and backup quantities will be provided.

A preliminary engineering report (memorandum) will be compiled providing the City with assumptions, design decisions, and potential challenges that may become part of the final design.

Deliverables:

- Itemized engineers estimate with quantities and preliminary engineering report

OPTIONAL TASKS

Optional Task 1 (OT1) – Geotechnical Investigation

OT1.1 – Pavement Analysis

Geocon West, Inc. (Geocon) will perform a pavement evaluation to support pavement recommendations for the 4th Street Corridor Beautification Project. This work is anticipated to occur after the 30% conceptual design plans are developed and will focus on the project limits along 4th Street between Redlands Avenue and Seventh Street.

Geocon will mark proposed boring locations and notify Underground Service Alert (USA) of Southern California to mark public subsurface utilities near the proposed borings. The civil engineer will provide plans showing known utility locations within the project area. If the team needs a private utility locator to identify subsurface utilities near the borings, that service can be provided at an additional cost.

Geocon will prepare a City of Perris encroachment permit for the field work. The permit package will include a traffic control plan using Manual on Uniform Traffic Control Devices (MUTCD) details. This scope assumes the City will issue the permit at no cost. If the City requires an engineered traffic control plan, that cost will be invoiced to the project as an additional expense.

Geocon will hire manned traffic control to set up traffic control signage and direct traffic around drilling operations on 4th Street. Geocon anticipates excavating 9 geotechnical borings to depths of 5 to 10 feet, or refusal, along the roadway, alternating between the eastbound and westbound sides of the road or along the center median where practical. Borings will be spaced approximately every 500 feet. Geocon will log borings using Unified Soil Classification System (USCS) criteria, collect samples for laboratory testing, and measure groundwater depth if encountered. Geocon will backfill borings with native soil and tamp the backfill. Geocon will patch borings within the roadway or access road with asphalt cold patch, and excess spoils will be spread in natural dirt areas near the borings.



GHD's subconsultant Geocon can perform optional pavement analysis and Monument Footing Design.

Laboratory testing is anticipated to include maximum density and optimum moisture, in situ moisture and density, and resistance value (R-value) testing. The final laboratory testing program will depend on the soil conditions encountered during the investigation and the proposed improvements.

Geocon will prepare a limited geotechnical report that includes boring logs with global positioning system (GPS) coordinates, a plan showing boring locations, site and geologic conditions encountered, pavement section measurements, laboratory test results, and pavement design recommendations. Geocon will prepare a draft report and finalize the report after receiving review comments. As-needed geotechnical consultation during design and geotechnical review of site grading and structural plans will be performed on a time-and-materials basis.

Assumptions:

- A no-fee encroachment permit will be issued by the City for the coring work
- Traffic control plans, if required, will be considered additional work
- Subcontractor fees, including drilling contractor and GPRS fees, may change after January 1 each year. Any fee increases will be billed to the project.

Deliverables:

- Boring location plan
- Boring logs with GPS coordinates
- Pavement analysis report

OT1.2 – Monument Footing Design

Geocon will perform a geotechnical investigation to support foundation recommendations for proposed monument locations along the corridor. This work will be coordinated with the conceptual design process after the preferred monument locations have been identified.

Geocon will mark proposed boring locations and notify Underground Service Alert (USA) of Southern California to mark public subsurface utilities near the proposed borings. The civil engineer will provide plans showing known utility locations within the project area. If the team needs a private utility locator to identify subsurface utilities near the borings, that service can be provided at an additional cost.

Geocon will prepare a City of Perris encroachment permit for the field work. The permit package will include a traffic control plan using MUTCD details. This scope assumes the City will issue the permit at no cost. If the City requires an engineered traffic control plan, that cost will be invoiced to the project as an additional expense.

Geocon will set up traffic control signage and direct traffic around drilling operations performed on or near 4th Street, if applicable. Geocon anticipates excavating up to 4 geotechnical borings to depths of 20 feet at proposed monument locations. Geocon will log borings using USCS criteria, collect samples for laboratory testing, and measure groundwater depth if encountered. Geocon will backfill borings with native soil and tamp the backfill. Geocon will patch borings within the roadway with asphalt cold patch, and excess spoils will be spread in natural dirt areas near the borings.

Laboratory testing is anticipated to include maximum density and optimum moisture, in situ moisture and density, grain size analyses, corrosion screening, consolidation and collapse, expansion potential, and direct shear. The final laboratory testing program will depend on the soil conditions encountered during the investigation and the proposed improvements.

Geocon will prepare a limited geotechnical report that includes boring logs with GPS coordinates, a plan showing boring locations, site and geologic conditions encountered, laboratory test results, and foundation recommendations. Geocon will prepare a draft report and finalize the report after receiving review comments. As-needed geotechnical consultation during design and geotechnical review of site grading and structural plans will be performed on a time-and-materials basis.

Should the City select this option, it would need to be selected in conjunction with Task OT2.1 below.

Assumptions:

- A no-fee encroachment permit will be issued by the City for the coring work
- Traffic control plans, if required, will be considered additional work
- Subcontractor fees, including drilling contractor and GPRS fees, may change after January 1 each year. Any fee increases will be billed to the project.

Deliverables:

- Monument foundation boring location plan
- Boring logs with GPS coordinates
- Soils report for foundation design

Optional Task 2 (OT2) – Monumentation Structural Analysis/Design

OT2.1 – Structural Analysis/Design

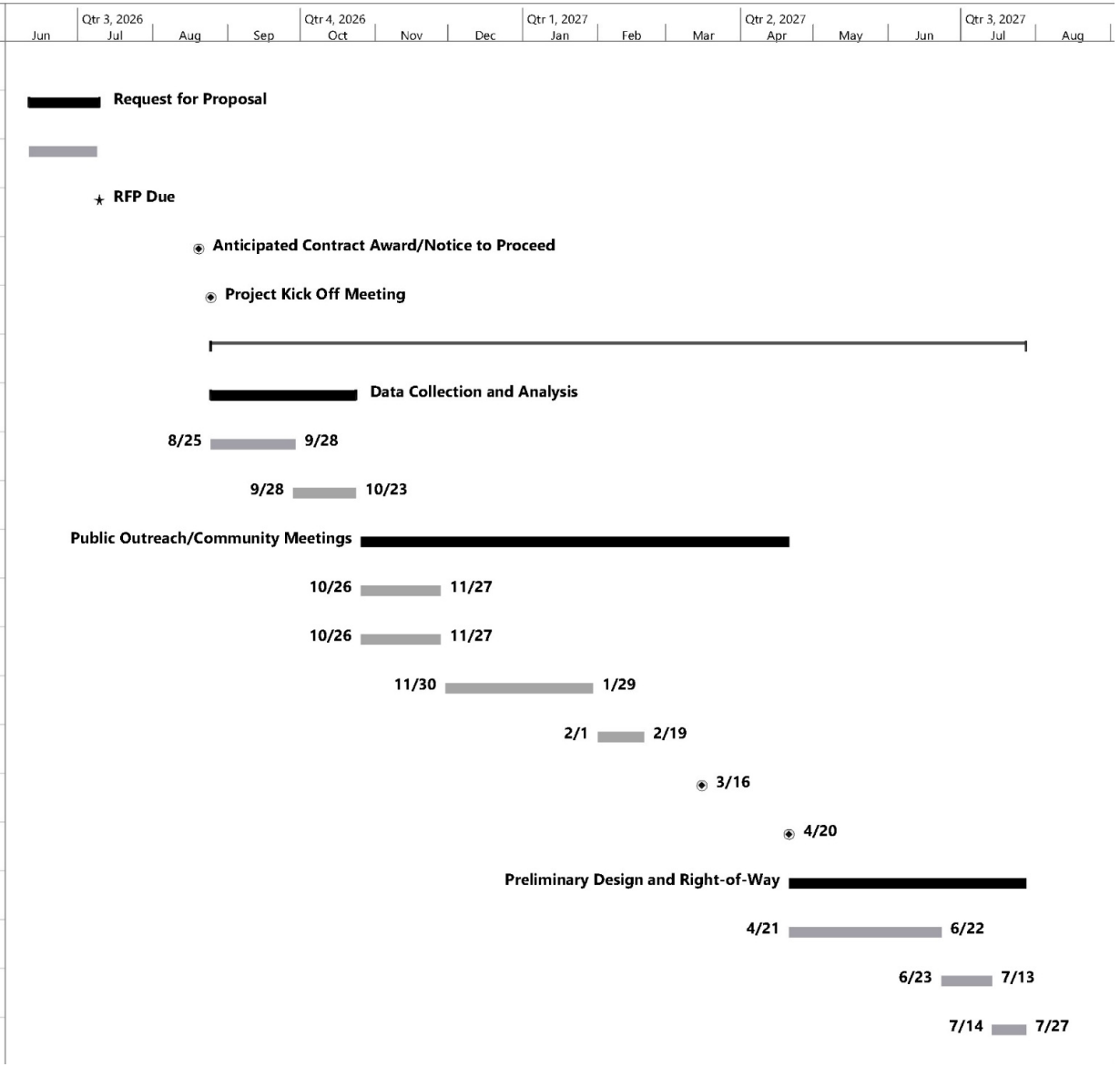
Upon completion of the conceptual design, should the City select this option, GHD's Structural Team will perform an analysis of the proposed monumentation and develop Monumentation Footing Design. This task, if authorized, needs to be in conjunction with Task OT1.2 above. GHD's structural team will create a "worst case scenario" analysis to give an opinion of probable cost so that the City can make decisions that meet their need while understanding budget implications going forward.

Deliverables:

- Structural analysis/design for up to 4 monument foundations

Schedule

Task Name	Start	Finish
City of Perris - 4th Street Corridor Beautification Project	**Thu 6/11/26**	**Tue 7/27/27**
Request for Proposal	**Thu 6/11/26**	**Thu 7/9/26**
Prepare RFP	Thu 6/11/26	Wed 7/8/26
RFP Due	Thu 7/9/26	Thu 7/9/26
Anticipated Contract Award/Notice to Proceed	Wed 8/19/26	Wed 8/19/26
Project Kick Off Meeting	Mon 8/24/26	Mon 8/24/26
Project Management	**Tue 8/25/26**	**Tue 7/27/27**
Data Collection and Analysis	**Tue 8/25/26**	**Fri 10/23/26**
Records Research and Field Review	Tue 8/25/26	Mon 9/28/26
Base Mapping	Mon 9/28/26	Fri 10/23/26
Public Outreach/Community Meetings	**Mon 10/26/26**	**Tue 4/20/27**
Project Materials Development	Mon 10/26/26	Fri 11/27/26
Initial Concepts	Mon 10/26/26	Fri 11/27/26
Community Workshops	Mon 11/30/26	Fri 1/29/27
Final Concepts	Mon 2/1/27	Fri 2/19/27
Beautification and Public Works Committee Presentation	Tue 3/16/27	Tue 3/16/27
City Council Presentation	Tue 4/20/27	Tue 4/20/27
Preliminary Design and Right-of-Way	**Wed 4/21/27**	**Tue 7/27/27**
Prepare 30% Conceptual Design Plans and Estimates	Wed 4/21/27	Tue 6/22/27
City Review of 30% Conceptual Plans and Estimates	Wed 6/23/27	Tue 7/13/27
Preliminary Design Report and Estimates	Wed 7/14/27	Tue 7/27/27



C

Company Information

C. Company Information

Brief History: GHD

Established in 1928, GHD employs more than 12,000+ people across five continents and serves clients in the global markets of transportation, water, energy and resources, environment, and property and buildings.

GHD delivers projects with high standards of safety, quality and ethics. Driven by a client/service-led culture, we connect the knowledge, skill and experience of our people with innovative practices, technical capabilities and robust systems to create lasting community benefits. We are guided by our workplace health, safety, quality and environmental management systems, which are certified by Lloyds Register Quality Assurance to the relevant international standards (ISO and OHSAS).

Our team is rich in diversity of thought and background, and is assembled around skill set, availability, responsiveness, scalability, and flexibility. Committed to sustainable development, GHD improves the physical, natural, and social environments of the many communities in which we operate. In alignment with the international demands of water, energy, and urbanization, we exceed the expectations of our clients through balancing our local presence with world-class service.

Today, GHD is one of the world's leading engineering, architecture and environmental consulting companies, recognized by ENR as #28 in the Top 500 Design Firms in 2025. GHD offers outstanding resources to support the needs of our clients. The company has established a knowledge base from previous projects that have been delivered over the past nine decades.

We partner with you to understand and deliver on your expectations, providing a comprehensive range of services to help investigate, plan, develop, design, build, maintain, and improve your needs. Living and working in the Southern California region, we are like-minded stewards, contributing not only to our local clients, but also to the economic and environmental sustainability of the region we call home.



La Quinta Village Complete Streets, Road Diet, ATP

➔ **Contact Person Information**

Project Manager
Stephania Hernandez, PE, QSD
320 Goddard Way, Suite #200
Irvine, CA 92618
T: 213.788.7820
E: stephania.hernandez@ghd.com

➔ **Address, Telephone Main Office**

320 Goddard Way, Suite #200
Irvine, CA 92618
T: 949.648.5200

➔ **Address, Telephone Branch Office(s)**

Not applicable

➔ **Type of Organizational Entity**

Corporation

Subconsultants' History

1 year of experience with GHD	**RHA Community Works (RHACW)** is a premier landscape architecture and planning firm headquartered in Riverside, California. Rooted in a multi-generational legacy of service to Southern California, the firm represents the strategic union of two industry-leading practices: RHA Landscape Architects + Planners and Community Works Design Group. RHACW combines decades of technical mastery and meticulous craftsmanship. The multidisciplinary team of 20 professionals includes 12 licensed landscape architects. With a portfolio spanning over four decades of municipal service, the firm specializes in navigating the complexities of public-sector standards and projects. RHACW has a distinguished track record across the Inland Empire and San Bernardino County. With experience working with the City of San Bernardino Plan Check Services, as a specialized subconsultant, the firm has an unparalleled understanding of local requirements and a proven ability to integrate seamlessly with City staff to protect public interests and promote long-term asset viability.
12 years of experience with GHD	**OPTIONAL: Geocon West, Inc. (Geocon)** is a California corporation founded in 1971 and a professional engineering consulting firm that provides geotechnical engineering, pavement evaluation, materials testing, special inspection, and environmental engineering services to public agencies and private-sector clients throughout California. Geocon is the largest California-only geo-environmental firm, with 11 offices and more than 360 professionals statewide. Geocon maintains a strong Southern California presence and has partnered with GHD on transportation and municipal infrastructure projects since 2014, providing geotechnical engineering, materials testing, and construction support services throughout Southern California.

Legal Disclosures

Identify any litigation, mediation, or arbitration in past 5 years

Include any claims or disciplinary action against Company or key personnel in past 5 years

PRIVILEGED & CONFIDENTIAL

1 July 2026

Re: Legal / Disciplinary Proceedings – GHD Inc.

Litigation History

In response to the inquiry regarding whether GHD has had any involvement in relation to the performance of services or provision of products by the company, GHD provides the following summary:

Bay Cities Paving & Grading v. City of Santa Rosa v. GHD Inc.

This matter involved a claim by the City of Santa Rosa arising from a contract for design and construction support services. The City sought indemnity from GHD in connection with alleged excess construction costs. The matter was resolved by settlement, and GHD was dismissed from the case.

Hogan v. County of Humboldt et al.

This claim was brought by the Humboldt Waste Management Authority and related to a personal injury allegedly sustained by a third party at a landfill site where GHD provided professional services. HWMA sought indemnity from GHD for damages claimed by the injured party. The matter was settled, and GHD was dismissed.

City of Healdsburg v. GHD Inc.

The City of Healdsburg asserted claims against GHD arising from a contract for design and construction management services, seeking damages related to alleged additional construction costs. The matter was settled, and GHD was dismissed.

Annapolis Citizens Class Overcharged for Water-Sewer by Loudon Operations LLC v. Stantec et al.

This action alleged that a public client of GHD overcharged citizens for water and sewer utilities. GHD was dismissed at an early stage of the litigation in its favor. The claims lacked merit or factual basis and were initiated by a single resident dissatisfied with rate increases. No class was ever certified or formed.

Government of Guam v. Black Construction Corporation et al.

This lawsuit involves claims by the Government of Guam related to issues arising from the closure of the Ordot landfill. GHD disputes the allegations asserted against it in the complaint. This matter remains pending.

Professional License Disciplinary Matters

In response to the requirement regarding whether GHD has had any disciplinary proceeding relating to a professional license, GHD discloses the following:

July 6, 2020: GHD was disciplined by the South Carolina Board of Registration for Professional Engineers and Surveyors.

April 19, 2022: GHD was disciplined by the West Virginia State Board of Registration for Professional Engineers for responding "no" to a prior disclosure question, having inadvertently omitted reference to the 2020 South Carolina disciplinary action.

December 20, 2022: GHD was disciplined by the Missouri State Board of Registration for Professional Engineers for responding "no" to a similar disclosure question, having inadvertently omitted reference to the prior disciplinary actions.

Underlying Facts Related to the South Carolina Disciplinary Action

The South Carolina disciplinary action arose from the following circumstances:

Shortly before completion of an engineering project in South Carolina, a GHD project engineer assigned to the project—who was properly licensed in South Carolina—relocated his family to Baltimore, Maryland. The project manager requested that the engineer review the project's final deliverable prior to submission to the client. The engineer conducted this review from Baltimore, spending approximately one hour, and provided his comments via email to the project manager in South Carolina.

During this period, the project manager represented that GHD had a registered "branch" office in Baltimore. While GHD does maintain a branch office in Baltimore, that office was not registered with the South Carolina Board of Registration for Professional Engineers, a regulatory nuance that was not understood by the project manager at the time.

As a result, the South Carolina Board disciplined GHD for having work performed on a South Carolina project from an out-of-state branch office location that was not registered with the South Carolina Board.

D

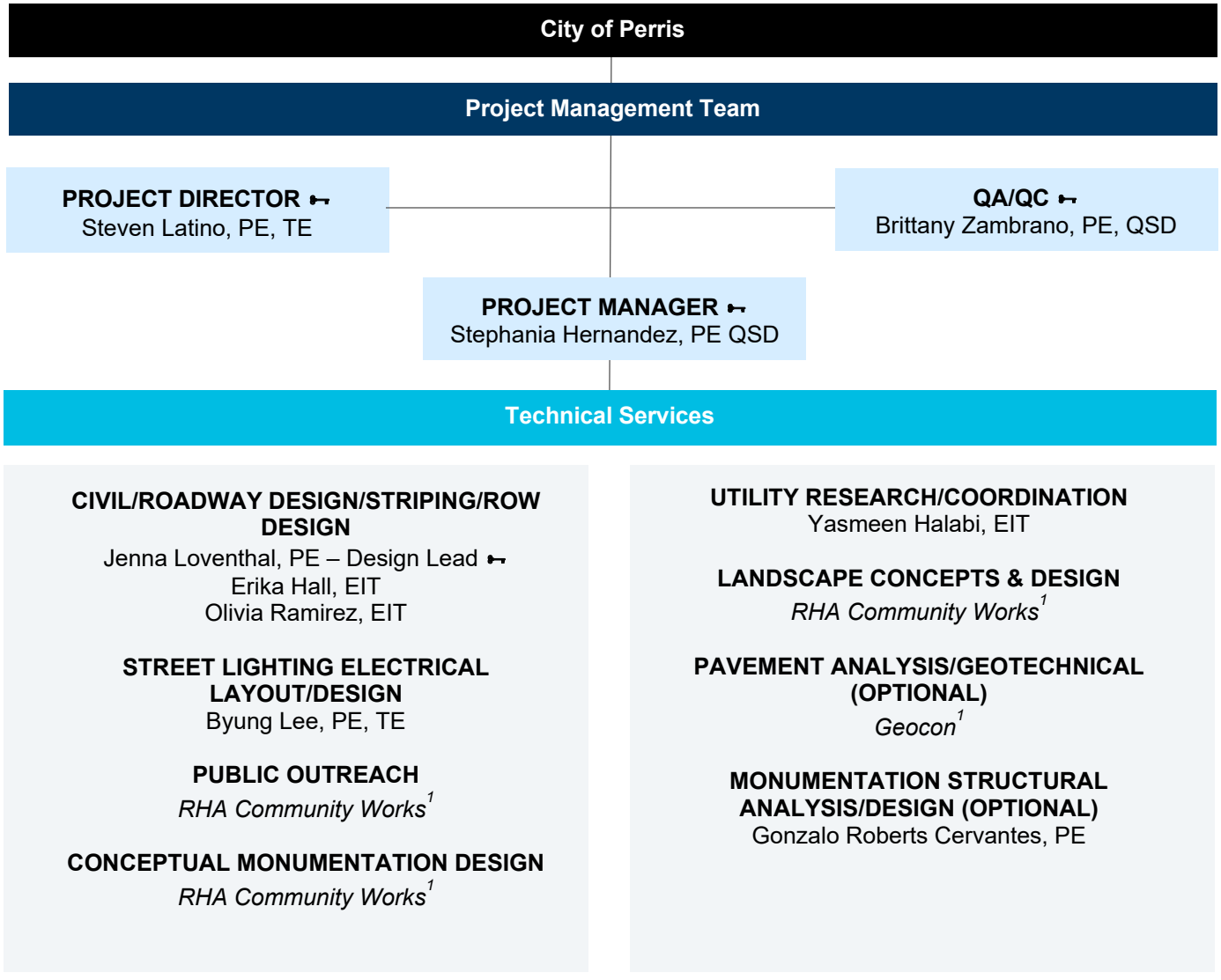
Company Personnel

D. Company Personnel

GHD brings a collaborative, multidisciplinary team with extensive experience delivering transportation and public works projects for California municipalities. Our team is complemented by specialized subconsultants that will bolster our technical capabilities and support streamlined project delivery. We have worked closely with these partners for years.

Subconsultant	Scope	Years Working with GHD
RHA Community Works	Landscape Concepts and Design, Public Outreach, Conceptual Monument Design	1
Geocon (optional)	*Pavement Analysis/Geotechnical (optional)*	*12*

Organizational Chart



Legend
- Key Staff *1 - Subconsultant*

GHD Personnel

Full resumes for key personnel are in **Appendix A**. Additional non-key resumes are available on request.



T: 657.622.4920

E: steven.latino@ghd.com

Steven Latino | Project Director

Steven Latino brings over 20 years of experience leading transportation and public works projects for California municipalities, providing executive oversight, strategic guidance, and quality assurance across all phases of delivery. He will guide right-of-way analysis, stakeholder coordination, and project delivery to align corridor improvements, community priorities, and City expectations.

- **Education:** MBA, Business Administration, University of Redlands; BS, Civil Engineering, Purdue University
- **Licenses/Certifications:** Civil Engineer, CA #73430; Traffic Engineer, CA #2902
- **Key Projects:**
  - Jackston Street Complete Streets – City of Indio
  - Club Drive Complete Streets – City of Indian Wells



T: 213.788.7820

E: stephania.hernandez@ghd.com

Stephania Hernandez | Project Manager

Stephania Hernandez leads design and delivery of public works projects, with experience in roadway improvements, ADA compliance, hydrology, and water quality planning for California municipalities. She will manage day-to-day coordination, develop design solutions, and support permitting and stakeholder engagement to advance corridor beautification and infrastructure upgrades.

- **Education:** BS, Geographic and Environmental Engineering, Universidad de Ciencias Aplicadas y Ambientales

  Licenses/Certifications: Civil Engineer, CA #97548; Qualified SWPPP Developer
- **Key Projects:**
  - Perris Fire Station F077 – City of Perris
  - Montecito Drive Transit Access Improvements – City of Chino Hills

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T: 949.585.5266

E: brittany.zambrano@ghd.com

Brittany Zambrano | QA/QC

Brittany Zambrano brings 12 years of experience delivering roadway, complete streets, and multimodal infrastructure projects, with a focus on quality assurance and regulatory compliance. She will provide independent QA/QC reviews of design documents, supporting a clear, compliant, and constructible set of concept plans and deliverables.

- **Education:** BS, Civil Engineering, Loyola Marymount University
- **Licenses/Certifications:** Civil Engineer, CA #89410; Qualified SWPPP Developer
- **Key Projects:**
  - La Quinta Village Complete Street Road Diet – City of La Quinta
  - West Texas Complete Streets – City of Fairfield



T: 657.622.4902

E: jenna.loventhal@ghd.com

Jenna Loventhal | Design Lead Civil/Roadway Design

Jenna Loventhal specializes in roadway and active transportation design, including ADA improvements, grading, and PS&E development for public agency clients. She will lead civil design efforts, preparing coordinated corridor layouts that enhance safety, accessibility, and multimodal connectivity.

- **Education:** BS, Civil Engineering, University of California, Irvine
- **Licenses/Certifications:** Civil Engineer, CA #99195
- **Key Projects:**
  - Eureka Bay-to-Zoo Trail – City of Eureka
  - Shoreline Drive Realignment – City of Long Beach



T: 949.585.5207

E: erika.hall@ghd.com

Erika Hall | Civil/Roadway Design

Erika Hall supports transportation design across roadway, roundabout, and multimodal improvement projects, contributing to plans, traffic control, and striping design. She will support development of corridor concepts and detailed design elements that improve safety, traffic operations, and pedestrian experience.

- **Education:** BS, Civil Engineering, University of California, Irvine
- **Licenses/Certifications:** Engineer-in-Training, CA #169517
- **Key Projects:**
  - Avenue 64 Complete Streets – City of Pasadena
  - Forbes Road/Oso Trail Extension – City of Laguna Niguel



T: 949.648.5261

E: olivia.ramirez@ghd.com

Olivia Ramirez | Civil/Roadway Design

Olivia Ramirez contributes to transportation design projects with experience in complete streets, roundabouts, and utility coordination, supporting plan production and analysis. She will assist with the preparation of plan sheets, design exhibits, and coordination of utilities and corridor improvements.

- **Education:** BS, Civil Engineering, Gonzaga University
- **Licenses/Certifications:** Engineer-in-Training, CA #174472; Certified Protected Species Observer
- **Key Projects:**
  - Forbes Road/Oso Creek Trail Enhancements – City of Laguna Niguel
  - West Texas Complete Streets – City of Fairfield



Byung Lee | Street Lighting Electrical Layout/Design

Byung Lee brings 24 years of experience in traffic and electrical design, including signal systems, lighting, and Intelligent Transportation Systems for complex transportation corridors. He will lead design of street lighting and signal improvements that enhance safety, visibility, and corridor functionality.

T: 925.849.1027

E: byung.lee@ghd.com

- **Education:** MS, Civil & Environmental Engineering, University of California, Berkeley; BS, Civil Engineering, Yonsei University
- **Licenses/Certifications:** Civil Engineer, CA #90221; Traffic Engineer, CA #2908
- **Key Projects:**
  - California High-Speed Rail – Fresno Segment
  - Artesia Great Boulevard Improvements – City of Long Beach

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Yasmeen Halabi | Utility Research and Coordination

Yasmeen Halabi supports transportation projects with experience in utility coordination, traffic operations analysis, and PS&E production for roadway improvements. She will support utility research, coordination, and documentation to inform feasible and constructible corridor designs.

T: 949.585.5235

E: yasmeen.halabi@ghd.com

- **Education:** MS, Mathematics, California State Polytechnic University, Pomona; BS, Civil Engineering, California State Polytechnic University, Pomona
- **Licenses/Certifications:** Engineer-in-Training, CA #175025
- **Key Projects:**
  - Mission Drive & Las Tunas Intersection Improvements – City of San Gabriel
  - SR 227 Corridor Improvements – SLOCOG/Caltrans



Gonzalo Roberts Cervantes | Monumentation Structural Analysis/Design Lead

Gonzalo Roberts Cervantes brings 15 years of experience in structural design and evaluation, including infrastructure, public facilities, and complex design-build projects. He will lead structural design of monumentation and gateway elements that support the corridor's visual identity and long-term durability.

T: 707.267.2242

E: gonzalo.roberts cervantes@ghd.com

- **Education:** MS, Earthquake Engineering, State University of New York, Buffalo; ME, Structural Analysis of Monuments, University of Minho/University of Catalonia; BS, Civil Engineering, National University of San Agustin
- **Licenses/Certifications:** Civil Engineer, CA #80836
- **Key Project:**
  - Hermosillo Park Rehabilitation – City of Norwalk

E

Experience and References

E. Experience and References

Integrated traffic and corridor planning

For nearly a century, GHD has planned, investigated, designed, and delivered urban road systems, including miles-long corridors, intersection upgrades, roadway repurposing, and conversions of highways to urban complete streets. GHD's road corridor practice routinely combines traffic and strategic route planning, bicycle and pedestrian planning, road safety audits, parking and corridor studies, and procurement strategies to support beautification that is integrated with mobility, safety, and operations rather than treated as a standalone aesthetic exercise.

- ➔ GHD has worked in California for more than 55 years, and GHD Inc. has been incorporated since July 1, 2006.
- ➔ GHD has not filed for bankruptcy in the past five years.

Complete Streets and streetscape beautification

GHD has a dedicated focus on Main Streets/Complete Streets design, creating corridors that are safer, more functional, and more accessible, while integrating streetscape and "Green Streets" elements.

Innovative transportation and digital methods

GHD emphasizes innovative transportation methods and technologies to improve project performance, safety, and cost-effectiveness. For the City of Perris and the 4th Street corridor, this may include:

- **Using advanced digital survey methods** (vehicle-mounted and personnel-mounted LiDAR, drones, and point cloud surveys)
- **Applying Intelligent Transportation Systems (ITS) concepts** where appropriate

These tools help GHD develop precise conceptual designs for future right-of-way improvements, so the proposed beautification features are constructible and coordinated with traffic operations, drainage, and utility constraints.

Public engagement and corridor-scale outreach

GHD's approach to engagement and communication is built on inclusivity, transparency, and adaptability, guided by the International Association of Public Participation (IAP2) Spectrum.

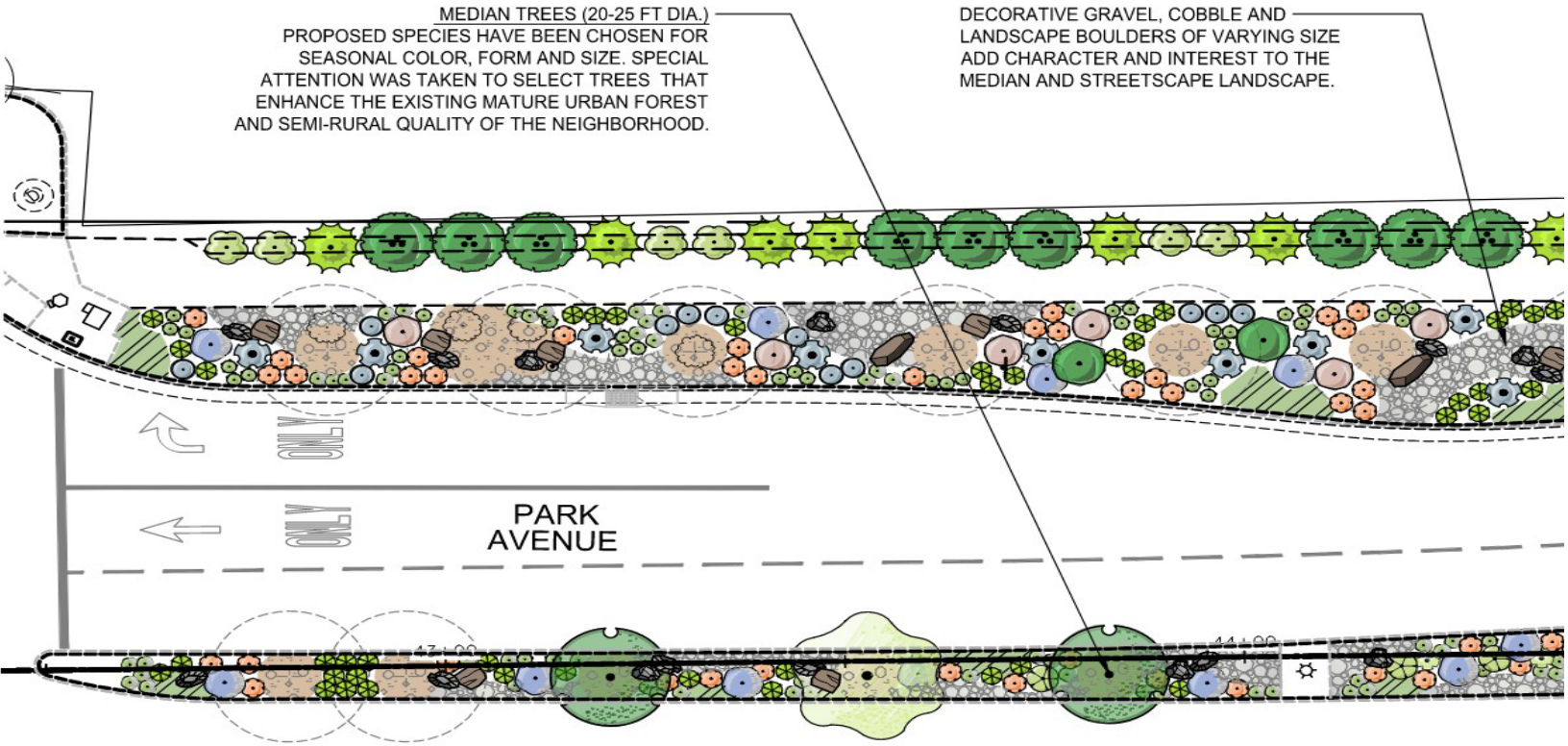
Relevant capabilities include:

- **Plain language communication of technical information:** Translating complex topics such as right-of-way constraints, raised curb feasibility, and traffic safety into accessible visuals and narrative so residents can meaningfully comment on proposed trash receptacles, lighting, crosswalks, medians, and monumentation.
- **Stakeholder mapping and risk/outreach management:** Identifying corridor residents, businesses, and interest groups; planning outreach that anticipates concerns about access, parking, and traffic changes; and using risk and outrage management techniques to build trust and social license.

Conceptual design for future right-of-way enhancements

GHD's transportation and road corridor teams routinely develop concept designs, master plans, and feasibility-level alternatives for corridor improvements. This experience supports:

- A conceptual design proposal that systematically organizes raised medians, landscaping, ornamental lighting, trash receptacles, decorative pavement/crosswalks, and gateway/monumentation elements
- Integration of multimodal safety features, bicycle accommodations, high-visibility crosswalks, pedestrian refuges, lighting, and traffic calming into the beautification concept
- Coordination of beautification treatments with long-term operations and maintenance considerations, consistent with GHD's emphasis on whole-of-life asset management for road systems



Park Avenue Beautification Project

Client Reference

Angela Spain, Project Manager – City of Chico
City of Chico
411 Main Street, Chico CA 95928
530.879.6934
angela.spain@chicoca.gov

Location

Chico, CA

Dates

2025 - Ongoing

Services

- Update streetscape, aesthetics
- Improve accessibility, pedestrian and bicycle safety
- Integrate green infrastructure
- New waste and recycling receptacles

GHD Project

The Park Avenue Beautification Project enhances a key multimodal corridor in the City of Chico, extending from East 20th Street to East Park Avenue, with additional improvements along the adjacent Comanche Creek Greenway. The project focuses on improving pedestrian and bicycle safety, accessibility, and overall corridor aesthetics within the existing right-of-way. Major improvements include removal and replacement of the existing multi-use path, targeted sidewalk upgrades to meet ADA standards, and integration of green infrastructure that supports safe, comfortable walking and cycling for all users.

Streetscape upgrades include replacing outdated, water-intensive landscaping with drought-tolerant plantings consistent with the Chico Urban Forest Plan, installation of a modern, water-efficient irrigation system compliant with MWELO standards, and new streetscape amenities such as waste and recycling receptacles. The project also accommodates a new public art installation, providing infrastructure and space for future artwork along the corridor. Funded in part by a Clean California Cycle 2 Grant, the project supports community pride, environmental stewardship, and long-term corridor revitalization.

This project is currently under construction.



Safer Streets Safety Improvements

Client Reference

Dina Purvis, Public Works Director
City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210-7497
760.776.0237
dpurvis@indianwells.com

Location

Indian Wells, CA

Date

2025 - Ongoing (Est. Complete 12/2026)

Services

- Safer Streets improvement
- Enhance pedestrian mobility
- Public outreach
- Right-of-way acquisition

GHD Project with RHA/Community Works

The City of Indian Wells is undertaking the Safer Streets Safety Improvement Project to transform four key residential corridors—Fairway Drive, Cook Street, Eldorado Drive, and Rancho Palmeras Drive—into a network of complete streets that prioritize safety, accessibility, and the unique character of the community. This initiative, rooted in the City's Traffic Safety Action Plan and shaped by extensive public outreach, aims to enhance mobility for pedestrians, cyclists, golf cart users, and motorists while reducing speeding and cut-through traffic. The project reflects a strong commitment to context-sensitive, community-centered design, supporting permanent infrastructure improvements that are both effective and aligned with resident and City Council priorities.

GHD brings together a multidisciplinary team with deep expertise in transportation engineering, landscape architecture, surveying, right-of-way acquisition, and geotechnical analysis. Leveraging its proven track record in similar projects across the Coachella Valley and Southern California, GHD will manage all aspects of the project, from initial field surveys and utility coordination to environmental compliance, design development, and construction support. The team's approach emphasizes continuity, technical excellence, and cost-effective solutions, building on the momentum of the preliminary design phase and maintaining transparent communication with City staff and residents throughout the process.



La Quinta Village Complete Streets, A Road Diet Project

Client Reference

Bryan McKinney, City Engineer
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253
760.777.7045
bmckinney@laquintaca.gov

Location

La Quinta, CA

Dates

2017 – 2021

Services

- Public outreach
- Streetscape design
- Right-of-way acquisition
- Pedestrian accessibility

GHD Project with Geocon

The City of La Quinta sought to transform heavily vehicle-oriented corridors into safer, more accessible complete streets that serve pedestrians, cyclists, students, and neighborhood electric vehicles. The project focused on improving safety and connectivity across corridors serving parks, schools, and community destinations by implementing roadway reconfiguration, including a road diet, roadway repurposing, and the conversion of five intersections to roundabouts. GHD provided grant application services, including preliminary cost estimates, cost-benefit analysis, and conceptual design, as well as development of narrative responses for the Cycle 3 Active Transportation Program (ATP) grant. This resulted in successful grant funding, demonstrating an ability to align technical planning and design with funding strategies.

GHD advanced the project through environmental clearance, right-of-way coordination, and final design on an accelerated schedule. Our team applied a coordinated, multidisciplinary approach to deliver complete street corridors that integrate roundabouts, reduced travel lanes, Class II bicycle lanes, shared-use pathways, pedestrian enhancements, landscaping, water quality features, and opportunities for public art. With new bike lanes, wide sidewalks, shade landscaping, midblock crossings, and enhanced access to parks, transit, Old Town La Quinta, the library, and City Hall, the corridor now supports active transportation and public health. Residents can safely walk and bike throughout the Village.

F

Evidence of Insurance

F. Evidence of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2026

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

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

PRODUCER	CONTACT NAME: WTW Certificate Center
Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied World Insurance Company	22730
INSURER B: Zurich American Insurance Company	16535
INSURER C: Bearley Insurance Company Inc	37540
INSURER D: Indian Harbor Insurance Company	36940
INSURER E:	
INSURER F:	

INSURED
GHD Inc.
3200 E Camelback Rd Suite 210
Phoenix, AZ 85018

COVERAGES **CERTIFICATE NUMBER:** W46918497 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	6004-2234	12/01/2025	12/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY Coll Ded: $50(Comp Ded: $250	Y	Y	BAP 3757423-11	07/01/2026	07/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damag	$ 2,000,000 $ $ $ $ 100,000.00
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0380936-11	07/01/2026	07/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability		Y	V29594250701	12/01/2025	12/01/2026	Each Claim: Aggregate:	$1,000,000 $2,000,000

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

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
City of Perris	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Patricia A Fong

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ACORD 25 (2025/12) The ACORD name and logo are registered marks of ACORD

SR ID: 30200449 BATCH: 4507190

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED GHD Inc. 3200 E Camelback Rd Suite 210 Phoenix, AZ 85018
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

GHD Project no: 12701202/4th Street Corridor Beautification Project RFP

The General Liability policy includes a Severability of Interest clause.

Coverage for Contractual Liability is provided under General Liability policy.

The General Liability policy includes a Cross Liability clause.

City and its elected and appointed officers, employees and agents are included as Additional Insureds as respects to General Liability and Auto Liability where required by contract or agreement.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Professional Liability and Workers Compensation where required by contract or agreement and permit where permissible by law or statute

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company NAIC#: 36940

POLICY NUMBER: US00141239EO26A EFF DATE: 05/31/2026 EXP DATE: 05/31/2027

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability	Each Occurrence	$5,000,000
	Aggregate	$5,000,000

ACORD 101 (2008/01)

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SR ID: 30200449 BATCH: 4507190 CERT: W46918497

G

Disclosures

G. Disclosures

GHD agrees to follow the City's Professional Services Agreement and maintain the insurance requirements. The firm has a City of Perris business license, which will be maintained throughout the contract term. GHD confirms that the firm and its personnel do not have conflicts of interest with the City of Perris.

GHD acknowledged receipt of the addenda/Responses to Questions Received PDF sent on Thursday, July 2, 2026.

RE: City of Perris RFP for Contract Services for 4th Street Corridor Beautification Project

Summarize

Reply | Reply All | Forward

Thu 7/2/2026 1:24 PM

Jenna Tyndall
To 'Rafael Garcia'
Cc Kenneth Phung; Patricia Brenes; Steven Latino
Bcc 12701202

GHD Inc. acknowledges receipt of this Addenda/Responses to Questions Received on Thursday, July 2, 2026.

Sincere thanks,

Jenna

Jenna Tyndall
Proposal Manager

GHD
Proudly employee-owned | ghd.com
1 California Street Ste. 1450, San Francisco, CA, 94111 USE
M 415-317-7931 | E jenna.tyndall@ghd.com

→ **The Power of Commitment**
Connect

Please consider the environment before printing this email

From: Rafael Garcia <rgarcia@CityofPerris.org>
Sent: Thursday, July 2, 2026 11:19 AM
Cc: Kenneth Phung <Kphung@cityofperris.org>; Patricia Brenes <pbrenes@CityofPerris.org>
Subject: Re: City of Perris RFP for Contract Services for 4th Street Corridor Beautification Project

Hello,

Responses to the questions received are attached for your review.

Respectfully,

RAFAEL GARCIA
PRINCIPAL PLANNER
Desk: 951.943.5003 EXT 413
Email: rgarcia@cityofperris.org
Web: www.cityofperris.org

CITY OF PERRIS
BUSINESS LICENSE CERTIFICATE

"For Services Provided in the City of Perris, California Only"

2026

TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.

Business Name GHD INC.

Business Location 320 Goddard Ste 200
Irvine, Ca 92618-4613

Business Owner(s) GHD INC.

Business Type Professional & Semi-Professional

Description PROFESSIONAL ENVIRONMENTAL

GHD INC.
320 GODDARD STE 200
IRVINE, CA 92618-4613

Certificate Number 08606523

Effective Date July 01, 2026

Expiration Date June 30, 2027

THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.

For all inquiries regarding this license, contact HdL Business License Division at (951) 404-0586.

H

Proposal Cost / Fee

H. Fee Proposal

Description		Project Director	Project Manager	QA/QC Manager	Civil Design Lead	Civil Designer	Designer	Street Lighting Lead	Designer	Structural Lead	Project Controls/Support	Total Hours	Total GHD	RHA/Community Works - Landscape	Geocon - Geotechnical/ Pavement Analysis	Total Subcontractors	Estimated Project Total
		Steven Latino, PE, TE	*Stephania Hernandez, PE, QSD*	*Brittany Zambrano, PE, QSD*	*Jenna Loventhal, PE*	*Erika Hall, EIT*	*Olivia Ramirez, EIT*	*Byung Lee, PE, TE*	*Yasmeen Halabi, EIT*	*Gonzalo Roberts Cervantes, PE*	*Tayler Christensen*						
		$265	$210	$235	$200	$200	$180	$235	$130	$285	$150						
Task 1	***Project Management and Coordination***	***22***	***140***	***30***	***24***						***36***	***252***	***$52,480***	***$0***	***$0***	***$0***	***$52,480***
Subtask 1.1	Project Management	8	72								36	116	$22,640			$0	$22,640
Subtask 1.2	Project Meetings	12	52		24							88	$18,900			$0	$18,900
Subtask 1.3	Quality Assurance/Quality Control	2	16	30								48	$10,940			$0	$10,940
Task 2	***Field Survey, Records Research and Preliminary Right-of-Way***		***8***		***10***	***38***	***48***					***104***	***$19,920***	***$0***	***$0***	***$0***	***$19,920***
Subtask 2.1	Records Research		2		4	10	8					24	$4,660			$0	$4,660
Subtask 2.2	Field Review		2		2	16	16					36	$6,900			$0	$6,900
Subtask 2.3	Base Map Preparation		4		4	12	24					44	$8,360			$0	$8,360
Task 3	***Public Outreach/Community Meetings***	***8***	***24***		***24***	***28***	***12***					***96***	***$19,720***	***$7,000***	***$0***	***$7,000***	***$26,720***
Subtask 3.1	Materials Development		4		8	12	12					36	$7,000	$7,000		$7,000	$14,000
Subtask 3.2	Public Outreach Events	4	12									16	$3,580			$0	$3,580
Subtask 3.3	Beautification and Public Works Committee Presentation	2	4		8	16						30	$6,170			$0	$6,170
Subtask 3.4	City Council Presentation	2	4		8							14	$2,970			$0	$2,970
Task 4	***Conceptual Design***	***2***	***52***		***40***	***84***	***60***	***24***				***262***	***$52,690***	***$36,440***	***$0***	***$36,440***	***$84,130***
Subtask 4.1	30% Conceptual Design Plans		32		16	52	44	24				168	$33,880	$28,640		$28,640	$62,520
Subtask 4.2	Monumentation and Wayfinding Concept Plans		4		8	8	16					36	$6,920	$5,000			$6,920
Subtask 4.3	Preliminary Engineering Report & Cost Estimates	2	16		16	24						58	$11,890	$2,800		$2,800	$14,690
Other Direct Costs													***$2,500***	***$500***	***0***	***$500***	***$3,000***
	Total Labor Hours	***32***	***226***	***40***	***106***	***146***	***120***	***24***	***24***	***40***	***20***						
	Estimated Project Total	**$8,480**	**$47,460**	**$9,400**	**$21,200**	**$29,200**	**$21,600**	**$5,640**	**$3,120**	**$10,600**	**$3,000**	**714**	**$147,310**	**$43,940**	**$0**	**$43,940**	**$186,250**

Optional Tasks										***40***		***40***	***$10,600***	***$0***	***$41,995***	***$41,995***	***$52,595***
OT 1.1	Pavement Analysis/Evaluation												$0		$21,705	$21,705	$21,705
OT 1.2	Monument Footing Design												$0		$20,290	$20,290	$20,290
OT 2.1	Structural Analysis/Design									40		40	$10,600				$10,600
	Total Labor Hours	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***0***	***40***	***0***						
	Estimated Project Total	**$8,480**	**$47,460**	**$9,400**	**$21,200**	**$29,200**	**$21,600**	**$5,640**	**$3,120**	**$10,600**	**$3,000**	**40**	**$10,600**	**$0**	**$41,995**	**$41,995**	**$52,595**

GHD Class	GHD Description	FY2026/27 US Rate
	PROFESSIONAL	
A001	Senior Technical Director 1	$ 308.00
A002	Senior Technical Director 2	$ 285.00
A003	Senior Technical Director 3	$ 265.00
A004	Technical Director 1	$ 231.00
A005	Technical Director 2	$ 210.00
A006	Senior Professional 1	$ 200.00
A007	Senior Professional 2	$ 190.00
A008	Professional 1	$ 180.00
A009	Professional 2	$ 150.00
A010	Professional 3	$ 130.00
A011	Vacationer / Intern	$ 115.00
	CONSULTANT	
V001	Executive Consultant 1	$ 405.00
V002	Executive Consultant 2	$ 380.00
V003	Senior Consultant 1	$ 319.00
V004	Senior Consultant 2	$ 287.00
V005	Consultant 1	$ 241.00
V006	Consultant 2	$ 198.00
V007	Consultant 3	$ 169.00
	TECHNICAL	
B001	Lead Design Technician 1	$ 298.00
B002	Lead Design Technician 2	$ 276.00
B003	Lead Design Technician 3	$ 251.00
B004	Senior Design Technician 1	$ 248.00
B005	Senior Design Technician 2	$ 237.00
B006	Design Technician 1	$ 219.00
B007	Design Technician 2	$ 205.00
B008	Drafting/Design 1	$ 198.00
B009	Drafting/Design 2	$ 172.00
B010	Drafting/Design 3	$ 162.00
B011	Drafting/Design 4	$ 158.00
B012	Intern Drafting/Design	$ 137.00

GHD Class	GHD Description	FY2026/27 US Rate
	ADMINISTRATION	
C001	Business Services Manager 1	$ 255.00
C002	Business Services Manager 2	$ 237.00
C003	Senior Business Services 1	$ 187.00
C004	Senior Business Services 2	$ 176.00
C005	Business Services 1	$ 158.00
C006	Business Services 2	$ 147.00
C007	Business Services 3	$ 119.00
	SITE BASED	
S001	Senior Construction Manager	$ 291.00
S002	Construction Manager	$ 251.00
S003	Lead Site Engineer/Supervisor	$ 223.00
S004	Senior Site Engineer	$ 201.00
S005	Site Engineer	$ 194.00
S006	Lead Inspector	$ 187.00
S007	Senior Inspector	$ 162.00
S008	Inspector / Specialist 1	$ 144.00
S009	Inspector / Specialist 2	$ 129.00
S010	Clerk / Specialist 3	$ 126.00
S011	Senior Site Manager 1	$ 119.00
S012	Senior Site Manager 2	$ 115.00
S013	Senior Site Manager 3	$ 112.00
S014	Senior Site Manager 4	$ 108.00
S015	Operator/Labourer 1	$ 101.00
S016	Operator/Labourer 2	$ 94.00
S017	Operator/Labourer 3	$ 79.00
	PROJECT SUPPORT	
D001	Project Support Manager 1	$ 312.00
D002	Project Support Manager 2	$ 287.00
D003	Senior Project Support 1	$ 266.00
D004	Senior Project Support 2	$ 230.00
D005	Project Support 1	$ 219.00
D006	Project Support 2	$ 205.00
D007	Project Support 3	$ 190.00
D008	Project Support 4	$ 172.00
D009	Project Support 5	$ 151.00
D010	Project Support 6	$ 115.00

* - Rates are valid through June 30, 2027

** - Rates are not applicable on Prevailing Wage Rate tasks.

2026 HOURLY RATE SCHEDULE
RHA COMMUNITY WORKS

RATES EFFECTIVE JANUARY 1, 2026 – DECEMBER 31, 2026

Principal Certified Access Specialist (CASp)'s time at the fixed rate of:	$245.00 per hour
Principal Landscape Architect's time at the fixed rate of:	$235.00 per hour
Certified Access Specialist (CASp)'s time at the fixed rate of:	$215.00 per hour
Senior Landscape Architect/Project Manager's time at the fixed rate of:	$195.00 per hour
Construction Manager's time at the fixed rate of:	$185.00 per hour
ISA Certified Arborist's time at the fixed rate of:	$185.00 per hour
FAA Part 107 sUAS Remote Pilot's time at the fixed rate of:	$185.00 per hour
Project Manager/Senior Landscape Designer's time at the fixed rate of:	$180.00 per hour
Certified Water Auditor's time at the fixed rate of:	$175.00 per hour
Certified Irrigation Designer's time at the fixed rate of:	$175.00 per hour
Project Manager/Senior Landscape Designer's time at the fixed rate of:	$160.00 per hour
Landscape Designer's time at the fixed rate of:	$150.00 per hour
Design Assistant's time at the fixed rate of:	$130.00 per hour
Professional Staff's time at the fixed rate of:	$125.00 per hour

RATE INCREASES

Rates are anticipated to increase on an annual basis of 3%.

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at the current *IRS Standard Mileage Rates*. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.

2026 SCHEDULE OF FEES

PROFESSIONAL SERVICES (SBCANE29)

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	$110/hr
Engineering Assistant/Lab Technician	110/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*100/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*105/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*125/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*140/hr
Staff Engineer/Geologist	*140/hr
Senior Staff Engineer/Geologist	*150/hr
Project Engineer/Geologist	*160/hr
Senior Project Engineer/Geologist	*170/hr
Senior Engineer/Geologist	*190/hr
Associate Engineer/Geologist	*215/hr
Principal Engineer/Geologist/Litigation Support	415/hr
Attorney Fees (General)	505/hr
Deposition or Court Appearance	510/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hour minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate

Minimum Fee per call-out (if 4 hours or less) 4-Hour minimum, (if more than 4 hours and less than 8 Hours) 8-Hour minimum
Short-Notice Cancellation, 4 Hours (if after 4 pm the day before the scheduled inspection or upon/after arrival at the job site)

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add $60/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$350/day
Vehicle Mileage	0.75/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge / Sand Cone Testing Equipment	$10/hr
Vehicle	10/hr
Special Inspection Equipment	5/hr
Asphalt Cold Patch/Concrete	30/bag
Double Ring Infiltrometer Equipment	200/day
GPS Unit	160/day
Pick-up Truck	200/day
Water Buffalo	75/day
Dynamic Cone Penetrometer	400/day
Hand-Auger	100/day
Distilled Water (5-gallon)	50/ea
Bailer (Reusable)	35/day
Bailer (Disposable)	15/ea
Stainless Sampling Pump	$150/day
Battery-Powered Pump	75/day
Water Level Indicator	50/day
Interface Probe	125/day
Photo-Ionization Meter/Combustible Gas Meter	150/day
Generator or Air Compressor	150/day
pH/Conductivity/Temperature Meter	150/day
Turbidity Meter	80/day
Air Sampling Pump	80/day
Level D PPE/Decon Rinse Equipment	50/day
Concrete Coring Equipment	350/day
Limited Access (Beaver) Drilling Machine	600/day
55-Gallon Drum	120/ea
Visqeen (6 mil 20X100')	135/roll
Traffic Cones/Barricades	35/day
TPHg(EPA 8015B)	70/ea
TPHd/TPHmo (EPA 8015M)	75/ea
TPH Carbon Chain Breakdown (EPA 8015M)	125/ea
Methanol and/or Ethanol (EPA 8015M)	125/ea
Volatile Organic Compounds (EPA 8260B)	180/ea
Semi-Volatile Organic Compounds (EPA 8270)	325/ea
PAHs (EPA 8270SIM)	195/ea
CAM 17 Metals (EPA 6010B)	195/ea
Single Metal (EPA 6010B)	125/ea
Hexavalent Chrome (EPA 7199)	100/ea
Organochlorine Pesticides (EPA 8081)	155/ea
Organophosphorus Pesticides (EPA 8141)	155/ea
Chlorinated Herbicides (EPA 8151)	155/ea
PCBs (EPA 8082)	130/ea
Soil pH (EPA 9045C)	50/ea
WET or TCLP Extraction	110/ea
EPA 5035 Sample Kits	40/ea
Asbestos (PLM)	35/ea
Asbestos (400-point count)	50/ea
Sample Compositing	40/composite

Turnaround options: 24 hr (100% surcharge), 48 hr (75%), and 72 hr (40%)

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T180) 4-inch mold..... $400/ea
(D698/D1557/T99/T180) 6-inch mold..... $400/ea
(CT 216) California Impact $400/ea
Check Point..... $175/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) . $250/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) $100/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) .. $400/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) $150/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $450/ea
(D2844/CT301) Resistance Value, Treated $450/ea
(D1883) California Bearing Ratio $700/ea
(C977) Stabilization Ability of Lime 200/ea
(D1883) Calif. Bearing Ratio (Army Corps of Engineers) $700/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity..... $250/ea
(D4972/T289) pH Only $125/ea
(CT417/T290) Sulfate Content $175/ea
(CT422/T291) Chloride Content..... $175/ea
(D2974) Organic Content $150/ea

PERMEABILITY, CONSOLIDATION, AND EXPANSION

(D5084) Permeability, Flexible Wall..... $400/ea
(D5856) Permeability, Rigid Wall..... $350/ea
(D2434) Permeability, Constant Head..... $350/ea
(D2434) Permeability, FHA Slab-on-Grade $150/ea
(D2434) Permeability, Hourly $100/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) $500/ea
(D2435/T216) Consolidation Additional Point w/ Unload . $150/ea
(D2435/T216) Time Rate Consol. (6 pts. w/Unload) 1,000/ea
(D2435/T216) Time Rate Consol. Add'l. Point w/Unload ... 200/ea
(D4546) Swell/Compression Testing & Density $150/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) $100/ea
(D4546) Swell/Settlement Testing & Density (County)..... $150/ea
(D4546) Swell/Settlement Testing & Density (FHA) $150/ea

(D4829) Expansion Index of Soils..... $350/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370/A615/A706) Tensile Strength & Elongation
- #11 Bar & Smaller..... $150/ea
- #14 Bar $175/ea
- #18 Bar (Proof Test) $200/ea

(A370/A615/A706) Bend Test
- #11 Bar & Smaller..... $100/ea
- #14 & #18 Bar $125/ea

(A370/A1034) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller..... $225/ea
- #14 Bar & Larger..... $275/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control ... $225/ea
(A370) Straightening of bar (if required)..... $100/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
- Up to 200,000 lbs..... $175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size Analysis, Hydrometer $400/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash .. $225/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash ...$200/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash ..$175/ea
(C117/D1140/T11) Materials Finer than #200 .....$150/ea

(D2216/T265/CT226) Moisture Content $50/ea
(D2487/D2488) Visual Soil Classification $50/ea

(D2937) Density of In-Place Soil, Drive-Cyl. Method..... 50/ea
(D4943) Shrinkage Factors of Soils, Wax Method.....75/ea
(C131/C535/CT211) L.A. Abrasion Resistance $350/ea
(C142/T112) Clay Lumps and Friable Particles $225/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles $300/ea
(D3744/CT229/T210) Durability Index Fine $250/ea
(D3744/CT229/T210) Durability Index Coarse.....$250/ea
(CT227) Cleanness Value.....$250/ea
(D4791) Flat & Elongated Particles $250/ea
(D693/CT205) Percent Crushed Particles.....$225/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate $225/ea
(C40/CT213/T21) Organic Impurities.....$150/ea
(C235) Soft Hardness (Scratch Hardness) $130/ea
(C88/CT214/T104) Sulfate Soundness.....$600/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate .$225/ea
(C127/CT206/T85) Coarse Specific Gravity.....$200/ea
(C128/CT207/T84) Fine Specific Gravity.....$225/ea
(D854/CT209/T100) Specific Gravity of Soil.....$250/ea
(C29/CT212/T19) Unit Weight & Percent Voids.....$150/ea
(D2419/CT217/T176) Sand Equivalent.....$200/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) $350/ea
(D4318/CT204/T89) Liquid Limit $175/ea
(D4318/CT204/T90) Plastic Limit $175/ea

(C330) Spec. for Lightweight Aggregates, Struc. Concrete .. Quote

SHEAR STRENGTH

(D2166) Unconfined Compression.....$175/ea
(D3080/T236) Direct Shear (3 Points)……..…….$450/Set
(D3080/T236) Remolded Direct Shear (3 points) $550/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass $200/ea
(D2850) Unconsolidated-Undrained Triaxial Shear.....$200/ea
(D2850) Unconsolidated-Undrained Triaxial Staged $250/ea
(D4767) Consolidated-Undrained Triaxial Shear.....$450/ea
(D4767) Consolidated-Undrained Triaxial Staged $450/ea
(EM1110) Consolidated-Drained Triaxial Shear.....$500/ea
(EM1110) Consolidated-Drained Triaxial Staged $700/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption $350/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) 125/ea
(C140) Compression Test..... 300/ea
(C140) Compression Test (ea. addtl. specimen) 125/ea
(C426) Linear Drying Shrinkage..... 350/ea
(C109/UBC 21-16) Mortar Cylinder (2"x4") $40/ea
(C1019/UBC 21-19) Grout Prism (3"x3"x6"), trim included$45/ea

Masonry Prism (Assemblage):

(C1314) 8"x8"x16" – 8"x12"x16" $250/ea

200,000 – 300,000 lbs..... $200/ea
300,000 – 400,000 lbs..... $225/ea

(C1314) 8”x16”x16” – 10”x12”x16” $250/ea

LABORATORY TESTS* (CONTINUED)

Pre-stressing Wire & Tendon Tests:
(A421) Tensile Strength, Single Wire..... $250/ea
(A416) Tensile Strength, 7-Wire Strand..... $300/ea
High Strength Bolt, Nut, & Washer Tests:
(F3125/A325/A490) Tensile Test on Bolts..... $150/ea
(F3125/A563) Proof Load Test on Nuts $150/ea
(F3125/A325/A490) Hardness Test on Bolts..... $100/ea
(F3125/A536) Hardness Test on Nuts $100/ea
(F3125/F436) Hardness Test on Washers..... $100/ea
Weld Specimen Tests:
(E164) Ultrasonic Examination ..... Quote
Machining & Prep of Test Specimen..... Cost + 20%
(E381) Macrotech Test (3 Faces) $355

ASPHALT TESTING

Asphalt Properties:
(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA $125/ea
(D1560/CT366) Stabilometer Value (HVEEM) $250/ea
(D6307) Asphalt Ignition..... $200/ea
(D5444) Sieve Analysis of Extracted Asphalt $275/ea
(D6307/CT382) Percent Asphalt, Ignition Method..... $200/ea
(D1188) Unit Weight of Asphalt Core..... $125ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:
100 Ton & Under..... $350/ea
101 Tons – 200 Tons $450/ea
Use of Universal Testing Machine:
UTM with One Operator $500/ea
Additional Technician ..... Regular Tech Rate
Spray Applied Fireproofing:
(E605/E736) Fireproofing Oven Dry Density/Thickness ...$175/ea

(C1314) 12”x12”x16” – 12”x16”x16” $275/ea
(C1314) Larger than 12”x16”x16” ..... Quote
Brick Test (Set of 5 Specimens):
(C67) 24-Hour Absorption, Cold Water.....$300/set
(C67) 5-Hour Absorption, Boiling Water.....$300/set
(C67) Compression Test or Modulus of Rupture $300/set
(C67) Each Additional Specimen $100/ea

CONCRETE**

Mix Designs:
(ACI211/ACI214) Concrete Mix Design $1000/ea
(ACI211/ACI214) Review of Concrete Mix Design.....$600/ea
(C192) Concrete Trial Mix (includes equipment & labor) $1000/ea
Concrete Properties:
(C39/CT521/T22) Comp. Strength, Concrete Cyl. $40/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core ...$75/ea
(C78/CT523) Flex. Strength of 6”x6”x21” Concrete Beam ..125/ea
(C174) Length Measuring of Drilled Cores.....$100/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3).....$400/set
(C1140) Shotcrete Panel (each addtl. specimen) $150/ea
(C469) Static Modulus of Elasticity $300/ea
(C426) Drying Shrinkage (Set of 3, up to 28 days) $650/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete$125/ea
(F1869) Vapor Emission Rate, Concrete Subfloor $150/ea

***2X Surcharge on rush turnaround for laboratory testing.**
****Fee applies for sample storage, testing, or disposal.**

VIBRATION MONITORING SERVICES

Initial Set-Up & Baseline Readings (Each)…….…..$3,000
Installation (Two Stations)……...……..$3,500
Installation (Each Additional Station)……..…...…..$2,000
Meetings, Additional Reporting (Hourly)…..……..…..$160

Monitoring (Monthly)……$6,000
Monitoring (Weekly) ……..……$2,000
Monitoring (Daily) ……..……$500
Emergency Site Visit……..……..……$640

UTILITY LOCATION/GEOPHYSICAL SERVICES (REQUEST QUOTATION)

- Utility Locating
- Seismic Remi Study
- Multichannel Analysis of Surface Waves
- Electrical Resistivity Tomography
- Refraction Study
- Underground Storage Tank Evaluation

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services, as well as special quotations for programs involving volume work, will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations, or conclusions.
2. Sampling and testing are conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is $305.00 per day when the location of work dictates.
4. Equipment and materials will be billed at cost plus 15%. Outside services, including subcontractors and rental of special equipment, are billed at cost plus 15%. Hourly services are billed portal to portal from the closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge
5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of the invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the

maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with the collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.

6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of $10,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of $20,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others that may arise on account of Geocon's actions or inactions.*



Appendix A: Resumes

Steven Latino PE, TE

Project Director



Location

Irvine, CA

Experience

20 years

Qualifications/Accreditations

- MBA, Business Administration, University of Redlands, Redlands, CA
- BS, Civil Engineering, Purdue University, West Lafayette, IN
- Civil Engineer, CA #73430
- Traffic Engineer, CA #2902

Key technical skills

- Public Works/Transportation – Design, Project Delivery
- Project Specifications (Caltrans/Greenbook)

Memberships

- American Public Works Association, Board, 2023 - Present)
- Institute of Transportation Engineers, Riverside and San Bernardino Counties Board, 2009-2012, 2021-2024

Relevant experience summary

As Project Director, Steven Latino, PE, TE will provide executive oversight, strategic guidance, and quality assurance throughout project delivery. Drawing on over 20 years of experience leading transportation and public infrastructure projects for California municipalities, Steven will support project planning, stakeholder coordination, schedule management, and agency engagement. He will work closely with the Project Manager to facilitate timely delivery of project milestones and help ensure the project reflects community goals, right-of-way improvement objectives, and City expectations.

Jackston Street Complete Streets

Project Manager
City of Indio | Indio, CA

The City successfully received roughly $5 million to beautify Jackson Street from Kenner Avenue to Avenue 45 (approximately 0.75 miles). The intent was to visually transform Jackson Street by encouraging pedestrians and bicyclists to use the corridor. Provided PS&E for the proposed improvements. The work includes upgrading sidewalk, Americans with Disabilities Act (ADA) ramps and driveways, installation of an artistic shade structure, Big Belly trash cans, and upgrading landscaping and irrigation throughout the project. As part of the project, the City is installing a decorative shade structure that was designed by an artist. Responsible to coordinate the design of the structure with the artist and worked with a structural engineering team to assist the artist with the design of the steel used for the work, as well as foundation design for the proposed structures. Led the team to perform a site visit with the City and artists to determine the best locations to install the structure, as well as identified deficiencies in sidewalk and ADA improvements along the corridor. As part of the curb ramp revisions, several crosswalks and intersections required upgrading and modifications to bring them into compliance with ADA. Additionally, the City worked with the team to perform the necessary public outreach as required through the grant funding opportunities.

*Club Drive Complete Streets**

Project Manager
City of Indian Wells | Indian Wells, CA

Led a team to prepare PS&E for the Club Drive Complete Streets Project. The project consisted of new sidewalks, ADA-compliant curb ramps and upgrading the bicycle facilities on Club Drive to connect pedestrians and bicyclists to a nearby shopping center. A new walkway within the private shopping center will also be designed to ensure a final smooth connection is provided. Michael Baker prepared a landscape concept plan with upgraded drought tolerant landscaping and accent lighting to accent the existing Palm Trees and

serve as a gateway feature to the Indian Wells Country Club.

Led the team to prepare concept alternatives for the project and presented them to stakeholders at a public outreach meeting. Then assisted the city in selecting a preferred alternative based on nearby business owners and the community feedback received.

One design challenge was providing a new sidewalk directly adjacent to the guard booth entrance of the Indian Wells County Club. The entrance has a canopy with a tight vertical clearance so larger vehicles cannot access through this lane. Developed creative solutions that still provide access for larger vehicles but also provide a sidewalk for pedestrians all within city right of way without requiring extensive reconstruction to the guard booth. Also tasked with coordinating these changes with the city's Fire Access Maintenance District which operates as a separate department within the City.

Another component to this project was developing a pavement rehabilitation strategy because the pavement condition on Club Drive is heavily deteriorated with excessive cracking. Worked with Aragon Geotechnical to undertake borings and prepare different pavement rehabilitation strategies ranging from grind and overlay to full depth replacements.

De Portola/Jedidiah Smith Roads Roundabout

Project Manager
City of Temecula | Temecula, CA

The De Portola/Jedidiah Smith Roads roundabout aims to address the City’s growing traffic congestion and enhance roadway safety. This project involves the construction of a modern roundabout designed to calm traffic, accommodate non-motorized users, and maintain the rural character of the area. Key features include expanded splitter islands and increased roadway deflection to gradually slow approaching vehicles, as well as an oval-shaped roundabout for improved vehicle entry angles and a smaller footprint. Additionally, it incorporates angled crosswalks and bicycle ramps to enhance visibility and ease of use for pedestrians and cyclists. GHD is providing preliminary design; public outreach with the surrounding community; and Plans, Specifications, and Estimate (PS&E) for the proposed intersection improvements. Community engagement and consensus building are central to the project’s success. GHD engaged the community with outreach meetings, receiving valuable feedback about concerns of the proposed improvements and adjacent property owners. Many of the concerns involved speeding, safety, and equestrian accessibility. All design aspects accommodated equestrian mobility in and around the roundabout, but also the increased trailer usage. GHD was able to accommodate the design of the roundabout within the existing City right of way requiring only temporary easements for construction. GHD has completed the 60% plans and estimates and is currently progressing the 90% PS&E package.

*State Street Gap Closure Project**

Project Manager
City of San Bernardino | San Bernardino, CA

The City intends to construct the missing gap of State Street to general plan ultimate, which is a four-lane roadway with center median and bike lanes connecting Baseline Street to State Route 210. Designed the new roadway in a portion of the project where no transportation infrastructure exists, and rehabilitated existing portions of the roadway to an updated standard. Identified the necessary right of way acquisition and provided legal and plats to support the City in the acquisition process.

*Genevieve/Ralston Street Light Circuit Upgrades**

Project Manager
City of San Bernardino | San Bernardino, CA

Responsible for the design of two new street lighting circuits to replace existing high voltage circuits. The existing circuits had exceeded their service live and have existing street light standards that do not meet current design standards and are non-functional. Mr. Latino met with the City numerous times in the field to determine the best course of action, including abandoning the existing conduit systems to avoid costly change orders during construction. The team completed an updated lighting analysis to recommend new spacing of street light standards based on Illuminating Engineering Society Standards. The new street lighting is energy efficient Light-Emitting Diode (LED) lighting.

** = Work performed while at another firm*

Stephania Hernandez PE, QSD

Project Manager



Location

Los Angeles, CA

Experience

7 years

Qualifications/Accreditations

- BS, Geographic and Environmental Engineering, Universidad de Ciencias Aplicadas y Ambientales, Bogota DC, Colombia
- Civil Engineer, CA #97548
- Qualified Stormwater Pollution and Prevention Plan (SWPPP) Developer

Key technical skills

- Street Improvements, Grading, Hydrology and Hydraulics, Water Quality Management Plans (WQMPs), SWPPP
- AutoCAD Civil 3D, ArcGIS Pro, Flowmaster
- Project Management

Memberships

- American Society of Civil Engineers

Relevant experience summary

Stephania Hernandez is a detail-oriented Civil Engineer specializing in the design and management of public works projects. Her expertise includes roadway design and rehabilitation, Americans with Disabilities Act (ADA) compliance improvements, horizontal and vertical geometric design, site development, hydrology and hydraulics, and the preparation of Water Quality Management Plans (WQMPs) and Storm Water Pollution Prevention Plans (SWPPP). She is experienced in coordinating with clients, regulatory agencies, and multidisciplinary teams to ensure successful project delivery and compliance with applicable standards and regulations. Additionally, she possesses advanced skills in Geographic Information Systems (GIS) and modern cartographic technologies, with a strong ability to plan, manage, and analyse spatial data to support project execution and decision-making effectively.

*Perris Fire Station F077**

Project Manager
STK Architecture, City of Perris | Perris, CA

Served as Project Manager and Civil Engineering Lead for the design of a new Fire Station and County Fire Administration facility on a 3.4-acre site in the City of Perris. Led the project through 90% design, managing the civil design team and was responsible for project schedule, budget, and ongoing coordination with the architect, City of Perris, Riverside County Fire Department, and Eastern Municipal Water District (EMWD). Oversaw site grading, drainage, wet utility design, floodplain compliance, and preparation of supporting technical documents, including the Drainage Report, WQMP, and SWPPP.

*Montecito Drive Transit Access Improvements**

Project Manager
City of Chino Hills | Chino Hills, CA

Responsible for the design and Plans, Specifications and Estimate (PS&E) services for the Montecito Drive Access Improvement project. The scope of work included rehabilitation of approximately 600 Linear Feet (LF) of pavement and construction of approximately 1,200 LF of sidewalk, including curb and gutters, and ADA ramps. Responsibilities included day to day project guidance, team oversight, client coordination, scheduling and budget management throughout the project.

*Overland Drive Widening**

Project Designer
City of Temecula | Temecula, CA

Delivered plans, specifications, and estimates for roadway widening along Overland Drive from Jefferson Avenue to Commerce Center Drive in Temecula, CA, including traffic signal installation, pavement striping modifications, and street lighting design, while supporting project development as Project Designer through preparation of design documents and CAD production, and preparation of WQMP report.

*McCoy Equestrian Center Trailer Parking Area Expansion**

Project Manager
City of Chino Hills | Chino Hills, CA

Responsible for the design and construction documentation for expansion of a trailer parking facility, including new trailer spaces, ADA stall relocation, arena footing analysis, resurfacing, slurry seal, and restriping. Responsibilities included project oversight, client coordination, and schedule and budget management.

*State Street Gap Closure**

Project Designer
City of San Bernardino | San Bernardino, CA

Delivered roadway design and environmental clearance services to close a key corridor gap along State Street between Baseline Street and SR-210 in San Bernardino, CA, improving connectivity and circulation, while supporting the project as Project Designer through preparation of engineering documents and CAD design development.

*Fire Station No. 98**

Project Engineer
City of Desert Hot Springs | Desert Hot Springs, CA

Provided civil engineering design services for a new fire station in Desert Hot Springs, CA, including site development, drainage and water quality design, accessibility improvements, and off-site roadway widening with traffic signal installation, while fulfilling responsibilities as Project Engineer through development of design solutions and preparation of engineering plan deliverables and SWPPP, WQMP and drainage report.

*Murrieta Creek Bridge**

Project Designer
City of Temecula | Temecula, CA

Supported the design of a multi-segment bridge project extending Overland Drive across Commerce Center Drive, Enterprise Circle West, and Murrieta Creek to Avenida Alvarado in Temecula, CA, including preparation of project documents as the WQMP and drainage reports, CAD design, and signal design at key intersections, while contributing as Project Designer through production of plans and coordination across all design phases.

** = Work performed while at another firm*

Brittany Zambrano PE, QSD

QA/QC



Location

San Diego, CA

Experience

10 years

Qualifications/Accreditations

– BS, Civil Engineering, Loyola Marymount University, Los Angeles, CA
– Civil Engineer, CA #89410, AZ #81394, FL #99717
– Qualified Stormwater Pollution Prevention Plan (SWPPP) Developer

Key technical skills

– Roundabout Design
– Roadway Design and Complete Streets
– Project Management

Memberships

– American Society of Civil Engineers
– American Public Works Association
– Institute of Transportation Engineers

Relevant experience summary

Brittany Zambrano is a civil engineer and project manager working out of GHD's San Diego office. She has 10 years of experience working on a variety of civil engineering projects, which have included site development, roadway and pavement design, roundabouts, pedestrian, and bicycle facilities, signing and striping plans, composite utilities, drainage, and erosion control elements. She has worked on public works projects for local government agencies and private developments. Proficient in Civil3D, Brittany is a detail-oriented professional with strong organizational and communication skills.

La Quinta Village Complete Street, Road Diet Project

Civil Engineer, QA/QC
City of La Quinta | La Quinta, CA

Performed quality assurance and quality control for environmental documentation, PS&E, right of way, and utility clearance deliverables for a three-mile complete street corridor encompassing five roundabouts, water quality infrastructure, pedestrian and bicycle facilities, golf cart paths, and landscape enhancements. Reviewed design plans and specifications to ensure compliance with project standards and regulatory requirements. Supported stakeholder coordination efforts, including property and business owner engagement and community outreach. Provided QA/QC oversight for utility relocation coordination with six purveyors and two adjacent concurrent projects. Contributed to the review of public education materials, including the "Rosita" children's safety campaign and four instructional videos for navigating roundabouts by foot, bike, car, and golf cart.

West Texas Complete Streets Project

Project Manager (Construction Phase), Civil Engineer, Design Lead
City of Fairfield | Fairfield, CA

Responsible for the design and PS&E deliverables for approximately one mile of street improvements that includes bicycle, and pedestrian and motor vehicle safety features and enhancements, such as a Class IV bike lane, widened sidewalk/road diet, raised median in certain portions of the corridor, signal modifications and the installation of a new pedestrian midblock crossing with a rectangular rapid flashing beacon.

Forbes Road Improvements and Oso Trail Extension Project Approval and Environmental Document (PA/ED)

Design Manager
City of Laguna Niguel | Laguna Niguel, CA

The project entails on sidewalk gap closure and intersection improvements at Forbes Road and extension of a Class I trail along the Oso Creek in Orange County Flood Control District right of way for 2,600 feet, from near the Metrolink station to the City line

with San Juan Capistrano. Project includes two retaining walls under the Paseo de La Colinas bridge. Project has Active Transportation Program Grant Funding and will have Caltrans involvement. Other stakeholders are Orange County Flood Control District and San Juan Capistrano. The PA/ED phase is currently underway. The PA/ED phase is expected to be completed June 2026 and will be followed by the Plans, Specifications, and Estimate (PS&E) phase.

Orange County Connect Shared Use Path, Garden Grove to Santa Ana

Project Manager
Orange County Transit Authority | Garden Grove, CA; Santa Ana, CA

The Orange County Transit Authority Rails to Trails Project is an initiative by the Orange County Transit Authority aimed at transforming the former Pacific Electric Right of Way into a biking and walking trail. This project spans from Raitt Street in Santa Ana to Euclid Avenue in Garden Grove, covering approximately 0.85 miles of the Wintersburg Channel between the Pacific Electric Right of Way and Hazard Avenue in Santa Ana. GHD's responsibilities included a comprehensive traffic operations analysis to determine the impact of the proposed crossings at key intersections, existing utility investigations and agency coordination. Worked directly with various engineering disciplines and consultants to minimize utility conflicts and relocations.

Fort Ord Recreational Trail and Greenway (FORTAG), Canyon Del Rey Segment

Civil Engineer
Transportation Agency for Monterey County | Monterey County, CA

Supported the design and delivery of PS&E, environmental addendum, right of way acquisition, and utility clearance for the first segment of the 28-mile regional FORTAG trail. Contributed to technical development of key project elements including an undercrossing of State Route (SR) 218, a protected bicycle intersection at SR 218/North Fremont Street, over 1.75 miles of Class I pathway, and Class III connections. Assisted in the design of wayfinding and amenities such as scenic overlooks, seating nodes, a pollinator garden, and educational spaces. Provided engineering input on safety through environmental design, lighting/electrical systems, closed-circuit television integration with local law enforcement, ADA-compliant switchbacks, pedestrian bridges, traffic calming, and on-street parking. Supported stakeholder engagement and public outreach efforts, including a successful campaign that helped defeat a ballot measure opposing the project. The project is currently under construction.

Windsor River Road/Windsor Road Intersection Improvements and Multi-Use Pathway Connector

Civil Engineer
Town of Windsor | Windsor, CA

GHD is responsible for all aspects of project delivery from concept to final design for construction. Tasks included traffic analysis, concept preparation and evaluation, public outreach, design, environmental clearance, utility relocation, right of way acquisition coordination, and technical design for construction documents. Upgrades to the intersection are required due to future passenger rail service to Windsor, as outlines during diagnostic reviews of the intersection with the CPUC and Sonoma Marin Area Rail Transit (SMART). The project design was completed and approved by the CPUC and SMART via GO 88-B at-grade crossing modification process.

Kelly and Park Drive Road Diet and Roundabouts

Civil Engineer
City of Carlsbad | Carlsbad, CA

Kelly Drive is located between El Camino Real and Park Drive and divided by Hillside Drive. This project proposes a road diet with improvements to all modes of travel. The project also proposed upgrades to two existing intersections with painted traffic circles, one as an urban compact roundabout and the other as a bulb-out intersection. The improvements create a complete street with bicycle and pedestrian facilities and provide trail linkage from El Camino Real to Agua Hedionda Lagoon in coordination with the City Trails system. The project included challenges, such as reducing congestion and red zone parking during school drop-off and pick-up times, environmental permitting, and limited right of way. Provided quality control and design coordination at the end of the project helping to create innovative design changes for public outreach support to the City.

Jenna Loventhal PE

Design Lead: Civil/Roadway Design/Striping/Row Design



Location

Irvine, CA

Experience

5 years

Qualifications/Accreditations

– BS, Civil Engineering, University of California, Irvine, CA
– Licensed Civil Engineer, CA #99195

Key technical skills

– AutoCAD Civil 3D

Memberships

– N/A

Relevant experience summary

Jenna Loventhal is a civil engineer working out of GHD's Irvine office. She has five years of experience working on a variety of civil engineering projects, which have included land development projects, Americans with Disabilities Act (ADA) improvements, bikeway design, grading and drainage design, composite utilities, hydrology and water quality management plans, and delivering/reviewing Plans, Specifications, and Estimate (PS&E) packages. She has worked on public works projects for local government agencies and private developments. Proficient in Civil3D, Jenna is a detail-oriented professional with strong organizational and communication skills.

Mendocino County US 101/N State Street Project

Staff Engineer
Mendocino County | Ukiah, CA

Assisted the preparation of PS&E in conjunction with closing out Project Approval and Environmental Document (PA/ED) elements. This project consists of intersection and interchange improvements with two roundabouts along North State St at the US Highway 101 interchange in Mendocino County, California. These proposed improvements begin at the intersection of North State St and Ford Road/Empire Drive and include the US 101 northbound on and off ramps. The purpose of these improvements is to improve pedestrian and bicycle access along the corridor, improve aesthetics and safety by revitalizing the urban streetscape, and improve traffic circulation.

Randolph Corridor ATP

Project Engineer

City of Commerce | Commerce, Bell, Huntington Park, Los Angeles (LA) County, CA

Served as Project Engineer for the final design of the Randolph Corridor ATP that involves four jurisdictions – Commerce, Bell, Huntington Park and Los Angeles County. The project is funded by LA Metro Metro Active Transport Cycle 1 funds. The 6.83-mile corridor will provide improved connectivity to the LA River and will enhance regional access for people biking, walking or rolling. The project will fill gaps between existing and planned bicycle and walking facilities including the Rail to River Active Transportation Corridor project and the LA River path. Elements of the project include signing and striping for Class II and Class III bikeways, new signals and upgrading of curb ramps to current Americans with Disabilities Act (ADA) standards.

Eureka Bay-to-Zoo Trail

Project Engineer
City of Eureka | Eureka, CA

Served as the Project Engineer focusing on the roundabout for the Bay to Zoo Trail in Eureka, a multi-phase active transportation project connecting the Waterfront Trail to Sequoia Park and Zoo. The trail spans approximately two miles of Class I bike trail and one mile of Class III bike trail, incorporating a roundabout, intersection upgrades, boardwalks, a bridge, and mid-block crossings to enhance pedestrian and cyclist safety. The alignment traverses greenbelt areas and gulches near McFarlan Street, integrating with existing infrastructure while minimizing environmental impacts. The trail crosses through a stop-controlled intersection that will be converted to a roundabout. Led civil design efforts for the roundabout, including plan and

profile development, design checks, and Americans with Disabilities Act (ADA)-compliant grading solutions.

Shoreline Drive Realignment

Staff Engineer
City of Long Beach | Long Beach, CA

Served as Staff Engineer focusing on typical sections for the $65 million construction project involving the realignment of northbound and southbound Shoreline Drive under the existing Ocean Boulevard Overcrossing, ensuring streamlined traffic flow and structural integrity. Project included the extension of Broadway to Shoreline, forming a new signalized intersection to improve traffic management. Led the reconstruction of Broadway from Shoreline to Maine, including the demolition of the existing bridge to accommodate the new infrastructure. Helped implement Class I Bike Paths along Golden Shore and Broadway, providing connectivity to the Los Angeles River and Rio Hondo Trail and proposing Drake/Chavez Soccer Fields, promoting sustainable transportation solutions.

US101 Sunset Avenue Interchange

Staff Engineer
City of Arcata | Arcata, CA

Staff Engineer supporting the preparation of the PA/ED and currently leading the preparation of PS&E to Caltrans District 1 for improvements to the Sunset Avenue at the US 101 interchange. Developed the Storm Water Data Report and assisted with the drainage design. The purpose of the project is to maximize the existing infrastructure to safely and efficiently convey traffic through the intersections and to improve operations, reduce delay, and enhance mobility for all travel modes. The project consists of two single-lane roundabouts.

City of Sacramento Last Mile Broadband Access

City of Sacramento | Sacramento, CA

Lead the permit team for the Sacramento Last Mile Connectivity Project, which aims to provide digital equity by expanding affordable, high-speed internet access to underserved communities. Coordinated permit submittals and presented bi-weekly updates to the client.

Erika Hall EIT

Civil/Roadway Design/Striping/Row Design



Location

Irvine, CA

Experience

7 years

Qualifications/Accreditations

– BS, Civil Engineering, University of California, Irvine, CA
– Engineer-in-Training, CA #169517

Key technical skills

– AutoCAD Civil 3D and Microstation

Memberships

– N/A

Relevant experience summary

Erika Hall has seven years of experience in multiple aspects of transportation infrastructure design. As a key member of the GHD engineering staff, she has contributed to numerous transportation and traffic projects. She has experience working projects, including street improvements, roundabouts, temporary traffic control, pedestrian, and bicycle facilities, and signing and striping plans. She also brings to team her advanced proficiency in multiple computer-based software, including both AutoCAD Civil 3D and Microstation. Erika is committed to success in her work, is eager to learn and grow, and demonstrates an exceptional capacity for learning and professional growth.

Merrimac Way Active Transportation Improvements

Staff Engineer
City of Costa Mesa | Costa Mesa, CA

The project implemented innovative pedestrian and bicycle safety improvements along the full length of the corridor with a reduction in travel lanes. The project included the first cycle tracks in the city, multiuse paths for pedestrians and bicyclists, and a midblock pedestrian/bicycle crossing with a pedestrian hybrid beacon. The multi-use paths are separated from adjacent vehicles with landscaping, and the cycle tracks on both sides of Merrimac Way provide a buffer between vehicles and pedestrians. The project included a reduction in travel lanes, street rehabilitation, median realignment, landscaping, green bicycle conflict striping, and Americans with Disabilities Act (ADA) improvements.

Award: *Winner of the ASCE Orange County Branch 2021 Transportation Project of the Year*

Avenue 64 Complete Streets Project

Staff Engineer
City of Pasadena | Pasadena, CA

The Avenue 64 Complete Streets Project in the City of Pasadena is located at the intersection of Avenue 64 and Burleigh Drive, and in the pre-project, condition consists of expansive pavement area, unsafe driveway movements into an active intersection, high rates of speed, and erosive storm water runoff. The project improves safety, provides protected driveways, reduces traffic speeds, and improves drainage conditions; through the implementation of complete street elements such as roundabouts, bulb outs, median islands, crosswalks, and landscaping.

West Texas Complete Streets Project

Staff Engineer
City of Fairfield | Fairfield, CA

Served as Staff Engineer for the Preliminary Design (PA/ED) of approximately one mile of street improvements that includes bicycle, and pedestrian and motor vehicle safety features and enhancements, such as a Class IV bike lane, widened sidewalk, raised median in certain portions of the corridor, signal modifications and the installation of a new pedestrian crossing with a rectangular rapid flashing beacon.

De Portola Road/Jedediah Smith Road Roundabout Project

Design Lead
City of Temecula | Temecula, CA

The De Portola Road/Jedediah Smith Road Roundabout Project will deliver a context-sensitive, multimodal roundabout that enhances safety, operations, and connectivity at a key City of Temecula intersection while supporting long-term transportation goals. The project is designed to function both as a standalone improvement and as part of the City's ultimate roadway, bicycle, pedestrian, and equestrian network, including a regional bike byway and existing equestrian trail crossings. Emphasis is placed on minimizing property impacts, protecting environmental resources, maintaining traffic during construction, and balancing the needs of diverse stakeholders. The scope includes stakeholder engagement and public outreach, environmental clearance under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), utility coordination, survey, concept and final design, drainage and water quality planning, and preparation of plans, specifications, and cost estimates, all supported by a disciplined project management approach to efficiently advance the project from concept through construction.

Forbes Road Improvements and Oso Trail Extension PA/ED

Design Lead
City of Laguna Niguel | Laguna Niguel, CA

The project entails on sidewalk gap closure and intersection improvements at Forbes Road and extension of a Class I trail along the Oso Creek in Orange County Flood Control District right of way for 2,600 feet, from near the Metrolink station to the City line with San Juan Capistrano. Project includes two retaining walls under the Paseo de La Colinas bridge. Project has Active Transportation Program Grant Funding and will have Caltrans involvement. Other stakeholders are Orange County Flood Control District and San Juan Capistrano. The PA/ED phase is currently underway. The PA/ED phase is expected to be completed June 2026 and will be followed by the PS&E phase.

Kelly Drive and Park Drive Road Diet and Multi-Use Trail

Staff Engineer
City of Carlsbad | Carlsbad, CA

Served as Staff Engineer for Operational Improvement project that utilizes complete streets concepts and an increase in safety features (enhanced crosswalks, curb extensions, raised table intersection, and roundabouts) at the intersections of Kelly Drive/Hillside Drive and Kelly Drive/Park Drive. The project had challenging aspects such as reducing congestion and red zone parking during school drop-off and pick-up times, environmental permitting, and limiting right of way requirements.

Keiser Avenue Reconstruction

Staff Engineer
City of Rohnert Park | Rohnert Park, CA

A multiple phase project including new composite utilities and the road widening of Keiser Avenue between Snyder Lane and Kerry Road. Project also includes composite utility updates on Snyder Lane and options for a future traffic signal or roundabout between Snyder Lane and Keiser Avenue. Scope includes environmental compliance, a Basis of Design Report, right of way support, the preparation of plans, specifications, construction estimate, and construction support.

Olivia Ramirez EIT

Civil/Roadway Design/Striping/Row Design



Location

Los Angeles, CA

Experience

5 years

Qualifications/Accreditations

– BS, Civil Engineering, Gonzaga University, Spokane, WA
– Engineer-in-Training, CA #174472, 2021
– Certified Protected Species Observer (PSO)

Key technical skills

– AutoCAD Civil 3D
– GuideSIGN
– Bluebeam Revu

Memberships

– Women's Transportation Seminar International

Relevant experience summary

Olivia Ramirez graduated with her civil engineering degree in 2020 and has been working as a transportation engineer at GHD for five years. During her time at GHD she has worked on a diverse set of transportation projects gaining experience with complete streets improvements, roundabouts, curb ramp improvements, and trail projects. She also has experience using AutoCAD Civil 3D to draft plan sheets, create utility pipe systems, and create profiles, alignments, and corridors for roadways.

Forbes Road and Oso Creek Trail and Jedediah Smith Road Roundabout Active Transportation Enhancements

Transportation Engineer
City of Laguna Niguel | Laguna Niguel, CA

Assisted in the creation of design option exhibits with truck turn simulations for Forbes Road sidewalk enhancements. Created with team utility base file and utility risk register. Created 35% plan set in Civil 3D with team for new Oso Creek Trial alignment, retaining wall, and Forbes Road improvements.

De Portola Road and Jedediah Smith Road Roundabout

Transportation Engineer
City of Temecula | Temecula, CA

Created full plan set of sheets in Civil 3D with team for new roundabout design. Coordinated with team to resolve and address city comments on plans. Created truck turn design check exhibits and property owner exhibits for project.

Avenue 64 Complete Streets

Transportation Engineer
City of Pasadena | Pasadena, CA

Assisted in the creation and modification of plan sheets and figures in AutoCAD Civil 3D, ensuring that all design elements met project specifications and standards.

West Texas Complete Streets

Transportation Engineer
City of Fairfield | Fairfield, CA

Compiled engineering costs estimate data that resulted in a total cost in the middle of 7 contractors bids allowing the City adequate planning and budget allocation for construction. Coordinated with the City Inspector and other team members to address fire hydrant relocations, ensuring compliance with the City of Fairfield's standard plans and addressing discrepancies in utility locations. Managed and updated the project plan set, ensuring all

modifications and markups were accurately reflected in the final deliverables.

OC Connect Shared Use Path, Garden Grove to Santa Ana

Transportation Engineer
City of Garden Grove, City of Santa Ana | Garden Grove and Santa Ana, CA

Responsible for existing utility investigations and utility owner coordination. Utilized as-built information to create existing utility plan sheets in Civil 3D for multiple miles of shared use path across various intersections and crossings. Coordinated directly with multiple engineering disciplines and consultants to minimize utility conflicts and relocations.

Tank Farm Road Intersection Improvements

Transportation Engineer
City of San Luis Obispo | San Luis Obispo, CA

Worked in team creating plan sheets in Civil 3D for new roundabout design including utility plan and profiles and utility details. Coordinated with team to resolve and address city comments on plans.

State Route (SR) 710 Northern Stub Repurposing

Transportation Engineer
City of Pasadena | Pasadena, CA

Contributed to the SR 710 Northern Stub Repurposing – Technical Feasibility Assessment, marking a milestone in the progression of the larger effort to reimagine and redevelop roughly 60 acres bisecting the City of Pasadena. Identified and prepared conceptual designs for near-term transitional projects needed to manage traffic during periods of shifting traffic patterns resulting from potential freeway ramp closures. Responsible for the creation of drawings and exhibits to bring design concepts from Remix into AutoCAD Civil 3D.

Byung Lee PE, TE

Street Lighting Electrical Layout/Design



Location
Concord, CA

Experience
24 years

Qualifications/Accreditations
- BS, Civil Engineering, Yonsei University, Seoul, Korea
- MS, Civil & Environmental Engineering, University of California, Berkeley, CA
- Civil Engineer, CA, #90221
- Traffic Engineer, CA #2908

Key technical skills
- Traffic Engineering Design
- Traffic Signal Design/Intelligent Transportation Systems (ITS)

Memberships
- Institute of Transportation Engineers, Bay Area Section

Relevant experience summary

Byung Lee is registered as both traffic engineer and civil engineer in the state of California. He has 24 years of experience providing traffic operations, traffic engineering design, and Intelligent Transportation System (ITS) engineering design for projects throughout the State. His experience covers a wide range of project types including signal design, lighting design, signing & striping plans, traffic operations, and safety analyses. Byung has extensive hands-on experience in traffic operations/micro simulation models, including Synchro, SimTraffic, and VISSIM. Byung is also adept at preparing documents for changes to existing at-grade crossings, such as General Order 88B required by the California Public Utilities Commission.

California High-Speed Rail Initial Construction Segment 1

Traffic Engineer
California High-Speed Rail Authority | Fresno, CA

Responsible for traffic signal modifications, temporary signals, and new signalized intersection improvements for this project, which includes 70 locations in the City of Fresno, and 19 miles of street lighting for 40 corridors within the project limits. The project also requires planning level signal warrant analysis for another 15 intersections and additional streetlight and signal designs, as required. Byung will also design interim and permanent ITS improvements to fiber optic facilities, wireless broadband radio, changeable message signs, flashing beacons, intersection safety lighting, and vehicle priority systems within the City of Fresno and Caltrans right of way.

US 101 State Street Undercrossing Project

Traffic Engineer
City of Santa Barbara | Santa Barbara, CA

Responsible for preparing street lighting and signal modification plans. The project consists of widening the sidewalks and buffered bike lanes by reducing travel lanes from five to three lanes, in addition to improving the undercrossing lighting.

Artesia Great Boulevard Improvements

Traffic Engineer
City of Long Beach | Long Beach, CA

Served as Project Traffic Engineer responsible for traffic signal modification plans for 12 traffic signals along the corridor with the addition of bicycle facility, pedestrian safety, and transit improvements. The improvements consist of Adaptive Traffic Control System signal enhancements, pedestrian improvements at all pedestrian crossings, Class II bike lanes between Atlantic Avenue and Susana Road, and variety of improvements including upgraded street lighting, improved bus shelters, and bulbouts.

Snyder Lane Roadway Widening

Traffic Engineer
City of Rohnert Park | Rohnert Park, CA

Responsible for traffic signal and coordination of street lighting luminaires layout for a roadway widening and utility undergrounding project adjacent to commercial, residential, and park area. Also developed new and modified signalized improvements along the corridor, including improved access to Rancho Cotati High School.

West Texas Street Complete Streets Project

Traffic Engineer
City of Fairfield | Fairfield, CA

Served as Traffic Engineer for a roadway improvement project that also consists of five signal modifications and one new signal along West Texas Street in the City of Fairfield. Assisted in the preparation of the construction documents, including plans, quantity take-offs, and construction estimate.

Clement Avenue Complete Street

Project Manager
City of Alameda | Alameda, CA

Responsible for preparing traffic signal modification to include bike signals; rectangular rapid flashing beacons; and PS&E.

Ukiah Streetscape and Road Diet - Phase 2

Traffic Engineer
City of Ukiah | Ukiah, CA

Responsible for traffic signal modifications for this federally, state and locally funded project as part of a road diet through the downtown. The project reduced travel lanes, improving parking and pedestrian improvements, added landscaping, and rebuilding the roadway.

Mission Bay Project

Traffic Engineer
San Francisco Municipal Transportation Agency | San Francisco, CA

Responsible for designing or modifying a total of 24 signals and preparing signing and pavement delineation for 34 city blocks, as well as a roundabout at Mission Bay Drive and Berry Street. Also designed or modified three traffic signals and provided signing and pavement delineation including a two-way cycle track in Blocks 29-32, the location of the new Golden State Warriors Arena. The 24 traffic signals include those along the light rail transit line on 3rd and 4th Streets, which require a signal priority system for the light rail trains. There is also at-grade Caltrain rail transit crossings at two intersections and three I-280 Caltrans signals. Byung coordinated the design of signals, intersection geometries, and the light rail transit signal priority system with several city, state, and regional agencies.

Shoreline Drive Relocation Project

Traffic Engineer
City of Long Beach | Long Beach, CA

Responsible for traffic signal installation/modification plans for the realigning and reconstructing several arterial roadways. The project includes realigning Shoreline Drive/Broadway Extension/Golden Shore Improvements and converting the one-way streets of Broadway, 3rd Street and 7th Street to two-way streets.

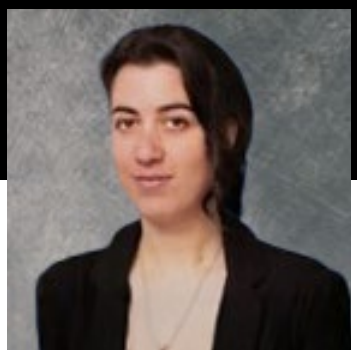
Caltrans District 5 Task Order No. 6 SR 129 Improvements

Traffic Engineer
Caltrans District 5 | Watsonville, CA

Responsible for preparing PS&E for electrical plans for a complete streets project with bike lanes, rectangular flashing beacons, and signal improvements, including Accessible Pedestrian Signals push buttons.

Yasmeen Halabi EIT

Utility Research and Coordination



Location

Irvine, CA

Experience

2 years

Qualifications/Accreditations

– BS, Civil Engineering, California State Polytechnic University, Pomona, CA
– MS, Mathematics, California State Polytechnic University, Pomona, CA
– Engineer-in-Training, CA #175025

Key technical skills

– AutoCAD Civil 3D
– Bluebeam Revu
– MicroStation
– Synchro
– Microsoft Suite

Memberships

– Women's Transportation Seminar

Relevant experience summary

Yasmeen Halabi has two years of experience in a variety of transportation planning and roadway design projects for Caltrans and local agencies throughout California. Her experience includes traffic operations and safety analysis, preparation of project reports, and Plans, Specifications, and Estimate (PS&E) design support for freeway, arterial, and intersection improvement projects. Some examples of projects she has worked on are the California High-Speed Rail, and other city projects that entailed freeway ramp metering systems, traffic signal improvements, and Complete Streets enhancements.

Project Plans in Mono County near Bridgeport on Route 395

Assistant Engineer
City of Bridgeport | Bridgeport, CA

Assisted with CAD file setup and developed utility sheets. The proposed project includes reconstruction/rehabilitation of the existing pavement area and replacement, repair or construction of new facilities including drainage, sidewalks, curb ramps, driveways, street lighting, and guardrail.

Mission Drive & Las Tunas Drive Intersection Improvement Project

Assistant Engineer
City of San Gabriel | San Gabriel, CA

Developed a Traffic Analysis Report for the City of San Gabriel that proposes to widen southbound Mission Drive at Las Tunas Drive to provide congestion relief and improve operational efficiency and safety. Improvements include a realigned sidewalk, new driveway and curb return, Americans with Disabilities Act (ADA) compliant curb ramp, median modifications and traffic signal improvements.

Four Intersections Near I-210 and Buena Vista Street

Assistant Engineer
City of Duarte | Duarte, CA

Drafted a Fact Sheet for the City of Duarte in partnership with Caltrans to enhance safety, multimodal network efficiency, congestion mitigation, and asset management. Conducted pedestrian safety assessments, traffic signal system inventory, and level of service/delay analysis. The effort supported planning and design aligned with complete streets principles, emphasizing accessibility and balanced mobility for all users.

Traffic Operation Analysis Report for Scott Road Widening Project

Assistant Engineer
City of Menifee | Menifee, CA

Revised a Traffic Operation Analysis Report for a project expanding Scott Road/Bundy Canyon Road to four lanes with a striped median for two-way left turns between Sunset Avenue and Haun Road. The project adds buffered bike lanes, modifies two signalized intersections, installs a new traffic signal, and paves approaches at Sunset Avenue. The study area includes five roadway segments and six intersections.

Avenue 52 at Jefferson Roundabout Improvements

Graduate Engineer
City of La Quinta | La Quinta, CA

The project is a key initiative to enhance safety and functionality for all users of the Avenue 52 at Jefferson Street roundabout, including vehicles, bicyclists, and pedestrians. Assisted with truck turning templates and fastest path analyses of three different roundabout alternatives.

State Route (SR) 227 Corridor Improvements

Graduate Engineer
San Luis Obispo Council of Governments (SLOCOG), Caltrans District 5 | San Luis Obispo, CA

The proposed roundabout at the Los Ranchos Rd intersection is designed to provide adequate speed control and vehicle, pedestrian, and bicycle accessibility. Created pavement delineation plans and assisted with stage construction and sign plans.

*California High-Speed Rail Design Services for Merced to Madera**

Assistant Engineer
California High-Speed Rail Authority, Caltrans Districts 6, Caltrans 10 | Merced, CA; Madera, CA

As Assistant Engineer, contributed to Project Report, Intersection Control Evaluation, Intersection Safety Operational Assessment Process, and the Traffic Operations Analysis Report. For the Merced to Madera Segment, the scope involved the development of geometrics to 30% level for eight locations and preparation of multiple Caltrans documents for both District 6 and 10 due to impacts to State Route (SR) 152 and SR 99 by the High-Speed Rail alignment footprint. Also prepared meeting agendas and minutes for the monthly Caltrans Project Development Team meetings and biweekly task force meetings.

*Portion of PS&E for LA-57 and LA-10 Stormwater Total Maximum Daily Load**

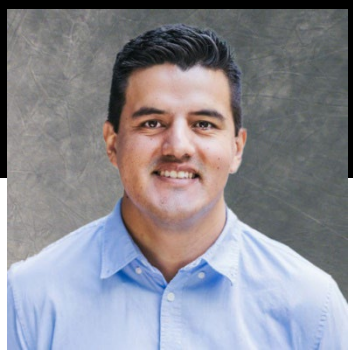
Assistant Engineer
Caltrans District 7 | Orange County, CA

Aided in development of utility sheets. Scope of work includes construction of 45 best management practices and four maintenance vehicle pullouts within project limits.

** = Work performed while at another firm*

Gonzalo Roberts Cervantes PE

Monumentation Structural Analysis/Design Lead



Location
Long Beach, CA

Experience
15 years

Qualifications/Accreditations
- MS, Earthquake Engineering, State University of New York, Buffalo, NY
- ME, Structural Analysis of Monuments and Historical Constructions, University of Minho (Portugal) - University of Catalonia, Spain
- BS, Civil Engineering, National University of San Agustin, Peru
- Civil Engineer, CA #80836

Key technical skills
- New Structure Design
- Seismic Retrofit
- Building Evaluations

Memberships
- America Society of Civil Engineers
- American Institute of Steel Construction

Relevant experience summary

Gonzalo Roberts Cervantes is a California-licensed professional engineer in Los Angeles, California with over 15 years of experience in both the design of new structures and seismic retrofit and/or evaluation of existing buildings in a wide variety of sectors, including healthcare, research labs, central utility plans, higher education, commercial projects, and civil and water infrastructure. Gonzalo has extensive experience in design-build projects and excels in fast-track and complex projects employing creative approaches that leverage state-of-the-art structural engineering techniques and collaborative engagement of the entire project team.

Hermosillo Park Rehabilitation - Stormwater Capture and Infiltration Project

Structural Lead
City of Norwalk | Norwalk, CA

Led the design-build structural design of two cast-in-place diversion structures and a 10,000-square-foot one-story masonry community building.

Tonalea Day School Design-Build

Structural Lead
Tonalea Day School | Tonalea, AZ

Led the structural team for the design of a 68,520-square-foot K-8 school campus in Arizona. The campus consists of several buildings including the school, gym, staff residences, canopies, water tank and a bus maintenance facility.

Oceanside El Corazon Lift Station

Structural
City of Oceanside | Oceanside, CA

Managed the structural scope of the new lift station structure that includes a masonry building above ground with custom steel trusses and a wood tower. The structure below ground consists of the design of the dry well, wet well, and overflow basin.

Vallejo Cordelia Mobile Generator

Structural
City of Vallejo | Vallejo, CA

Managed the structural scope of a new concrete masonry unit building, and steel canopy to storage/operate backup mobile generators for the Cordelia Complex.

Filter Effluent Structure Rehabilitation

Structural Lead
Inland Empire Utilities Agency | Chino, CA

Led the structural modifications to existing concrete basins with the objective to keep the plan operational while the old effluent structure was taking off-line during construction. A new concrete chamber was built to flow

from the new effluent structure to the chlorine contact basins.

Glen Ivy Disinfection System

Structural Lead
City of Corona | Corona, CA

Led the structural design of one-story masonry disinfection building, and the structural design of equipment anchorage for the cartridge filters and new chemical tanks.

York Field Stormwater Capture Project

Structural Lead
City of Whittier | Whittier, CA

Led the structural design of a cast-in-place diversion structure and two concrete vault structures.

Port of Alaska – Stevedore Building

Structural
Port of Alaska | Alaska

Managed the structural design of a two-story wood administrative building in Port of Alaska. The building consists of a continuous frost protected shallow foundation, wood shear walls with conventional wood framing and gable roof.

SCOTT RICE ASLA, PLA, LEED AP, CASp
LANDSCAPE CONCEPTS & DESIGN



EDUCATION:

Bachelor of Science in Landscape Architecture
California State Polytechnic University, Pomona (2002)

Years of Experience: 25+
Years with Firm: 20+

LICENSES + CERTIFICATES:

Licensed Landscape Architect
California #5111 (2005-current)
New York #2645 (2016-current)

Certified Access Specialist
California CASp-709 (2016-current)

AFFILIATIONS:

American Society of Landscape Architects (ASLA) / Southern California Chapter
Exec. Committee member (2021-present)
Chapter President (2024-2025)

County of San Bernardino
Building and Safety Appeals Board - Chairman (2025-present)
Physically Disabled Access Appeals Board Member (2019-present)

Building Industry Association of Southern California Board of Directors
San Bernardino County Chapter Board Member (2025-present)
Riverside County Chapter Board Member (2021-2025)
Leaders of Tomorrow Committee - Chairman (2017)

Certified Access Specialist Institute
Full Member (2016-present)

Mr. Scott Rice is the Managing Partner of RHA Community Works. Over a distinguished career, he has directed the delivery of more than $150 million in public works and major infrastructure projects, specializing in the transformation of regional transit corridors, multi-modal rights-of-way, and complex civic streetscapes. Scott oversees the complete lifecycle of large-scale urban design initiatives—from initial conceptual rendering and community engagement to the precise execution of construction documentation, master cost estimating, and comprehensive construction management.

As one of only four Landscape Architects in the State of California to hold the Certified Access Specialist (CASp) designation from the Division of the State Architect, Scott brings an unparalleled level of regulatory expertise to the public right-of-way. This elite certification makes him uniquely qualified to support SBCTA's Project Management Team, ensuring that complex highway aesthetic designs, transit corridors, multi-modal paths, and major intersection improvements are fully accessible and strictly compliant with the Americans with Disabilities Act (ADA) and state safety mandates. Furthermore, as a LEED Accredited Professional (LEED AP), he seamlessly integrates sustainable green infrastructure—such as low-impact development (LID) features, regional bioswales, and climate-resilient urban forestry—into regional transit networks.

Scott's extensive background in municipal operations includes serving as the City Landscape Architect for the City of Highland since 2005, alongside multi-decade plan-checking and planning roles for public utility and community services districts. Drawing on a foundational background in public works infrastructure, he balances striking aesthetic quality with highly functional, cost-effective engineering. His portfolio features extensive work in highway corridor aesthetics, traffic-calming boulevards, active transportation networks, and Community Facilities District (CFD) planning—making him a vital asset for managing multi-agency coordination and delivering resilient, compliant Southern California infrastructure.

Representative projects include (partial list):

- **Safer Streets Phases 1 & 2, City of Indian Wells**
- **Carson Streetscape Master Plan, City of Carson**
- **I-10 Overpass and City Branding, City of Highland**
- **Bellegrave & Sumner Ave. Entry Monument, City of Eastvale**
- **5th Street Widening, City of Temecula**

ALLISON RUSH ASLA, CASp, CPSI
LANDSCAPE CONCEPTS & DESIGN



EDUCATION:

Bachelor of Arts in Human Geography, *The Pennsylvania State University (2010)*

Master of Landscape Architecture, *Temple University (2013)*

Years of Experience: 12
Years with Firm: 10+

LICENSES + CERTIFICATES:

Licensed Landscape Architect: *California #6378 (2018-current)*

Certified Access Specialist: *California CASp-1080 (2023-current)*

National Recreation and Park Association *Certified Playground Safety Inspector*

AFFILIATIONS:

American Society of Landscape Architects (ASLA) *Full Member*

Certified Access Specialist Institute *Full Member*

Mrs. Allison Rush is an Associate Principal Landscape Architect at RHA Community Works, specializing in technical design delivery, advanced visual graphics, and strict regulatory compliance for complex public infrastructure projects. With a Master of Landscape Architecture and a background in Architectural History, Allison excels at configuring high-functioning public environments that seamlessly balance user experience with resource conservation. Her specialized expertise is central to the firm's ability to deliver technically sound, constructible documentation tailored to major public works initiatives.

With over a decade of experience in the California landscape industry, Allison possesses a sophisticated mastery of digital media, data processing, and CAD-based production crucial for public agency coordination. She leverages advanced AutoCAD workflows, 3D modeling, and precise photo simulations to translate complex engineering guidelines into highly accurate graphics and visuals. These drafting and visualization capabilities are vital for providing transport authorities and local districts with realistic, scannable compliance mapping—ensuring that site grading, drainage, and utility plans align cohesively with local municipal standards and state ordinances.

As a Certified Access Specialist (CASp) and Playground Safety Inspector, Allison serves as the firm's leading authority on universal design, ensuring that all major infrastructure components strictly adhere to the Americans with Disabilities Act (ADA) and exceed state safety mandates. Her deep technical fluency allows her to lead multidisciplinary teams through the intricacies of site modernization, effectively bridging the gap between creative design intent and rigid regulatory frameworks. By maintaining a rigorous standard for quality control and construction documentation, she ensures that civil and landscape designs are precision-engineered for seamless, compliant field implementation.

Representative projects include (partial list):

- **Safer Streets Phases 1 & 2, City of Indian Wells**
- **Fairway Drive Pedestrian Pathway, City of Indian Wells**
- **Knott Avenue & 8th Street Rehabiliation - City of Buena Park**
- **Crescent Avenue Median - City of Buena Park**
- **Limonite Entry Monument - City of Jurupa Valley**
- **Carson Streetscape Master Plan, City of Carson**

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ALBERT A. WEBB ASSOCIATES

Proposal to Provide Professional Design Services for

The 4th Street Corridor Beautification Project

July 9, 2026

Prepared for:

CITY of PERRIS INC. 1911

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A. COVER LETTER

July 9, 2026

Rafael Garcia, Principal Planner
City of Perris
101 N. D Street
Perris, CA 92570

RE: PROPOSAL TO PROVIDE DESIGN SERVICES FOR 4TH STREET CORRIDOR BEAUTIFICATION PROJECT

Dear Rafael,

The 4th Street Corridor is more than a beautification project; it is a once-in-a-generation opportunity to create a destination corridor that serves The City of Perris (City) residents, drives private investment, and strengthens the City's identity. Albert A. Webb Associates (WEBB) is pleased to submit this proposal to provide professional services for the 4th Street Corridor Beautification Project. We fully understand the City's vision, the Downtown Specific Plan, and the real constraints on the ground. As confirmed through our field review and project understanding, today's corridor is fragmented, auto-oriented, and constrained by utilities and an inconsistent streetscape, but it also has a strong foundation in the downtown core that can be expanded into a unified, corridor-wide identity.

Our focus is simple:

- Create a corridor where people want to stay, not just pass through
- Deliver concepts that are buildable, not just aspirational
- Position the project to get funded, not sit on the shelf

WEBB brings a proven, multidisciplinary team that combines traffic engineering, active transportation, and landscape architecture under one roof. Our team has successfully delivered corridor and streetscape projects across Southern California, from downtown revitalization to regional active transportation corridors, handling everything from planning and design to funding and implementation.

Relevant experience includes:

- **Oasis Street Beautification (City of Indio):** Transformed a corridor into a catalyst for private investment and community activity
- **Arts and Music Line (CVAG):** 15-mile multi-modal corridor with $36M in ATP funding secured
- **ATP and Greening Projects (LA Region):** Integrated design and funding strategies delivering tens of millions in grant awards

We don't just design corridors; we help cities get them built. As an added value, WEBB and Blais & Associates bring a proven funding partnership, having secured over $4M in Urban Greening and $500K in CVMC funding. We will align design with funding from day one and, at the City's request, provide scope and budget development to support implementation.

WEBB will deliver a corridor that is clear, cohesive, buildable, and fundable. We combine design, engineering, community input, and funding strategy into a single integrated approach, so the City doesn't just get a vision; it gets a project that moves forward.

We look forward to partnering with the City of Perris to deliver a corridor that residents are proud of and that drives long-term investment. All elements of the Request for Proposals have been reviewed and are fully understood. WEBB is prepared to enter into a Professional Services Agreement under the terms and conditions prescribed by the City of Perris without exception.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
dilesh.sheth@webbassociates.com | 951.248.4237

B. STATEMENT OF UNDERSTANDING AND APPROACH

Project Understanding

Albert A. Webb Associates (WEBB) understands the City of Perris's (City) vision for the 4th Street Corridor as more than just a gateway to downtown; it is an opportunity to enrich and expand upon the daily experience of Perris residents and create a corridor based around a vibrant public environment. The City of Perris residents can enjoy quality restaurants, shopping, and amenities within their local community, and this corridor has the potential to become that destination for visitors outside of the community as well

The project establishes a cohesive public identity along approximately 1.5 miles of roadway, from 7th Street on the west to Redlands Avenue on the east. Today, the corridor reads as a collection of disconnected commercial parcels, utility infrastructure, and auto-oriented development, lacking a unified streetscape character and a sense of place. This effort is about changing that narrative: transforming the corridor into an attractive, functional, and inviting environment that encourages people to stay, invest, and engage locally.

The City has already taken an important first step by establishing an ornamental lighting and brick crosswalk precedent in the downtown core near D Street and 4th Street. WEBB's role is to build on that momentum and extend a consistent, high-quality identity throughout the entire corridor, one that not only reflects the City's vision but also creates a sense of arrival and community pride.

We have delivered similar results on Oasis Street in the City of Indio, where a coordinated streetscape and corridor vision helped catalyze significant private investment, new business activity, and increased community use. That experience directly informs our approach in Perris: focusing on creating a corridor that attracts investment, supports local businesses, and becomes an economic driver for the City.

At the same time, our design approach will respond to real-world conditions, including variations in right-of-way, existing utilities, and adjacent land uses. The Specific Plan emphasizes practical implementation through coordinated design, infrastructure integration, and phased improvements, and we will take that same approach here.

Ultimately, this project is about more than aesthetics: it is about creating a corridor that establishes 4th Street as a destination corridor that serves Perris residents first.



Oasis Street: Concept Rendering



Oasis Street: After Construction

Optional Value-Added Service: Grant Support Services

As an optional value-added service, WEBB, in partnership with Blais & Associates (B&A), can provide comprehensive grant support services to help the City of Perris secure funding and successfully implement the 4th Street Corridor improvements.

WEBB and B&A have successfully worked together to secure funding for similar projects, including over $4 million for the Oasis Street Beautification Project in Urban Greening Grant funds and $500,000 in CVMC grant funding for the City of Indio. This proven partnership combines strong technical design with strategic funding alignment, an approach we will bring to Perris to move this corridor from vision to funded implementation.

This includes:

- **Grant Strategy and Funding Alignment**: Identifying and aligning the project with applicable federal, state, and regional funding programs such as ATP, CMAQ, STBG, Clean California, and Urban Greening.
- **Grant-Ready Design Integration**: Ensuring conceptual designs incorporate measurable benefits (safety, ADA accessibility, multimodal improvements, GHG reductions) that strengthen competitiveness.
- **Funding Roadmap and Phasing:** Developing a multi-year strategy to phase improvements and pursue multiple funding sources.
- **Grant Writing and Application Support**: Preparing high-quality, competitive grant applications tailored to program criteria.
- **Post-Award Support**: Assisting with grant administration, reporting, and compliance.
- **Scope and Budget Development:** At the City's request, we will prepare detailed scopes of work to support funding applications and implementation planning.

WEBB and B&A bring a proven, results-driven partnership that integrates design and funding from day one, delivering not just a compelling vision, but a grant-ready, fundable project. Our track record of securing over $4 million in Urban Greening and $500K in CVMC funding demonstrates our ability to turn corridor concepts into funded, buildable improvements. We will apply that same approach in Perris to maximize funding opportunities, reduce implementation risk, and accelerate delivery of a corridor that attracts investment, supports local businesses, and serves the community first.

Project Approach and Critical Issues

WEBB visited the 4th Street Corridor and observed that it functions as a highly fragmented, auto-oriented corridor with varying conditions along its 1.5-mile length.

The western segment near 7th Street serves as the primary gateway from the industrial west side but currently lacks any sense of arrival. It is characterized by wide, barren parkways, minimal landscaping, deteriorated pavement, standard cobra-head lighting, and uncoordinated signage. Adjacent uses are predominantly auto-oriented, and the at-grade railroad crossing introduces critical design constraints that will influence future improvements. This segment operates at higher speeds and is clearly vehicle-dominated.

Moving east, the corridor continues to reflect aging infrastructure and inconsistent streetscape elements, including non-standard ADA ramps, cracked crosswalks, and sporadic landscaping with no cohesive design strategy. While some isolated improvements exist, they do not contribute to a unified identity. A key opportunity is to create a clear and gradual transition from this industrial environment to a more pedestrian-oriented corridor, consistent with the City's downtown vision.

A consistent constraint throughout the corridor is the heavily impacted parkway due to utility congestion. Above- and below-ground utilities, including cabinets, pull boxes, meters, and vaults, significantly limit available space for streetscape improvements and create tight clearances. This will require early utility coordination and flexible, context-sensitive design solutions. In addition, frequent graffiti on metal infrastructure highlights the need for durable materials and long-term maintenance considerations.

The mid-corridor commercial segment is defined by wide travel lanes, minimal pedestrian buffering, and inconsistent frontage conditions. While some newer developments provide higher-quality improvements, much of the corridor lacks pedestrian comfort and cohesive design. In many areas, buildings are located directly at the sidewalk with little to no parkway, requiring a context-sensitive approach rather than a one-size-fits-all solution.

In contrast, the downtown core near D Street and 4th Street provides a strong and successful precedent, with ornamental lighting, enhanced crosswalks, bike facilities, decorative paving, and mature landscaping. This area reflects the City's investment in a cohesive, pedestrian-oriented environment with a strong sense of place. The key takeaway is that the project should build upon and extend this established design vocabulary, rather than introduce a new or inconsistent aesthetic.

Further east, the corridor transitions into a more civic environment with institutional uses such as the Perris Unified School District. These areas include more formal landscaping, mature trees, and wider pedestrian zones, providing opportunities to reinforce the corridor identity while respecting existing character.

Consistent with the Downtown Perris Specific Plan, 4th Street is envisioned as a primary commercial spine that balances vehicular mobility with an enhanced pedestrian environment, supported by active frontages, coordinated streetscape elements, and a cohesive identity. This corridor plays a key role in supporting mixed-use activity, economic development, and connectivity within the downtown grid, requiring a thoughtful approach that maintains traffic flow while improving walkability and access.

Overall, the corridor consists of distinct character zones: industrial gateway, utility-constrained commercial strip, established downtown core, and civic eastern segment, with key constraints including utility conflicts, limited parkway widths, varying roadway speeds, and ongoing maintenance challenges. At the same time, there is a clear opportunity to leverage the City's existing downtown investments and extend that identity corridor-wide.

WEBB's role is to translate these conditions, in the context of community outreach input, into a cohesive and implementable vision, focusing on coordinated planting, lighting, materials, monumentation, and wayfinding. The goal is to transform 4th Street into a unified corridor that enhances the public realm, supports local businesses, encourages private investment, and better serves Perris residents.

We have identified the following critical issues and potential solutions.

Issue 1: Maintaining a Cohesive Downtown Identity

The downtown core at D Street and 4th Steet already reflects a well-established and successful streetscape character, including Victorian-style ornamental lighting, decorative crosswalks, bollards, and coordinated materials. This represents a prior City investment and a clear visual identity. The primary risk is introducing new design themes that conflict with this established character, resulting in a corridor that reads as fragmented and inconsistent rather than unified.

Solution:

WEBB will Develop a comprehensive design methodology to organize, enhance, and expand existing site features along the 4th Street Corridor. This approach will establish a cohesive and shared vision among the City, community members, and key partners, one that elevates the public realm, strengthens identity, and creates a high-quality, engaging experience. The methodology will also serve as a guiding framework to inform and inspire future development, setting a consistent tone and standard for growth along the 4th Street Corridor. All proposed elements, lighting, paving, landscaping, street furniture, and monumentation, will be evaluated against their ability to reinforce this identity. This approach is consistent with the Downtown Specific Plan, which emphasizes creating a cohesive identity and a strong sense of place through coordinated design elements and active frontages. The downtown core becomes the design anchor, not a competing segment.



Proposed Vision

Issue 2: Limited and Disconnected Bike and Pedestrian Facilities

The 4th Street corridor operates at varying speeds—35 MPH from Redlands Avenue to east of "A" Street, 40 MPH from west of "A" Street to 7th Street, and up to 60 MPH south of 7th Street—with two school zones reduced to 25 MPH. These speed conditions, combined with wide travel lanes and an auto-oriented design, create a high-stress environment for pedestrians and bicyclists.

Key challenges include:

- High vehicle speeds and exposure, creating unsafe conditions for walking and biking.
- Incomplete and inconsistent pedestrian facilities, including substandard sidewalks and limited buffering from traffic.
- High-stress shared bicycle environment, as the existing Class III route operates in fast-moving traffic with no separation.
- Observed mid-block crossings without formal facilities, indicating gaps in connectivity and pedestrian desire lines.
- Limited connectivity to key destinations, including schools, downtown, and civic uses.

These conditions discourage walking and biking, reduce access to local businesses, and do not align with the City's vision for a safe, walkable, and vibrant corridor.

Solution:

WEBB will implement a context-sensitive, traffic-calmed corridor design consistent with NACTO principles, focusing on reducing vehicle speeds to create a safer shared environment for all users:

- **Speed Reduction through Traffic Calming:** Introduce measures such as lane narrowing, landscaped medians, curb extensions, chicanes (where feasible), gateway treatments, and vertical elements (trees, lighting, streetscape features) to visually and physically slow traffic. These treatments will create a self-enforcing lower-speed environment appropriate for a mixed-use corridor.
- **Enhanced Shared Bicycle Environment:** Given right-of-way constraints, the corridor will function as a low-speed shared street environment where reduced vehicle speeds improve comfort and safety for bicyclists using the existing Class III designation.
- **Continuous and Comfortable Pedestrian Facilities:** Provide ADA-compliant sidewalks with consistent widths, enhanced buffering where feasible, and shade elements to improve pedestrian comfort and usability.
- **Defined Crossing Strategy (Intersection-Focused):** While pedestrians currently cross mid-block due to demand, the design will intentionally guide crossings to intersections by enhancing them with high-visibility striping, decorative paving, curb extensions, pedestrian refuge islands, and appropriate traffic control devices. This will improve safety and reduce uncontrolled mid-block crossings.
- **School Zone Enhancements:** Reinforce 25 MPH school zones with traffic calming, high-visibility signage, pavement markings, and enhanced crossings, prioritizing student safety.
- **Connectivity and Corridor Cohesion:** Strengthen connections to downtown, schools, and civic uses through a clear, legible, and continuous pedestrian network, ensuring safe and intuitive access.
- **Streetscape Integration:** Integrate landscaping, pedestrian-scale lighting, and street furniture to create a visually enclosed, human-scaled environment that supports lower speeds and a more active public realm.

This approach leverages traffic calming and context-sensitive design to reduce speeds and create a safer shared environment, aligning with the Downtown Specific Plan's vision for a walkable, multimodal, and vibrant corridor that serves Perris residents first.

Downtown Perris | 4th Street

A Cohesive Downtown Identity



Inspiration Image - A Blend of Heritage and Modern

- *Heritage elements near the train station*
- *Transition to contemporary design near the 215*
- *Consistent lighting, street furniture, and signage*
- *United color palette and materials*

Issue 3 : Effective Community Outreach and Meaningful Public Engagement

The 4th Street corridor sits in the daily life of Perris residents, they walk it, drive it, and experience it from their homes. Because of this visibility, the success of the beautification project depends on meaningful community input and trust in the process. A key challenge is ensuring that outreach is not only broad and inclusive, but also effective in reaching corridor residents, businesses, and stakeholders, particularly within a predominantly Hispanic and Spanish-speaking community. Without a well-structured and locally informed engagement strategy, there is a risk of limited participation, unrepresentative feedback, and missed opportunities to align the design with community priorities.

Solution:

WEBB has partnered with GrassrootsLab, a California-based public affairs firm with direct, recent experience working with the City of Perris, to lead a comprehensive and culturally responsive community engagement program.

- **Leverage Proven Local Experience:** GrassrootsLab has already conducted extensive outreach in Perris, including town halls and bilingual communications. This familiarity with the community, local organizations, and effective outreach channels allows the team to move quickly, avoid ramp-up time, and deliver targeted engagement that reaches the right audiences.
- **Bilingual and Inclusive Engagement:** All outreach materials and events will be conducted in both English and Spanish, ensuring accessibility and meaningful participation from Perris' diverse population. Bilingual staff will be present at all engagement activities to facilitate direct and comfortable communication.
- **Targeted and Multi-Channel Outreach Strategy:** The team will implement a 1,000-foot radius notification program, corridor-based outreach, and digital engagement tools (website, surveys, social media) to maximize participation from residents and businesses directly impacted by the project.
- **Interactive and Actionable Public Input:** Public workshops will be designed as hands-on, interactive events using maps, visual preference boards, and real-time feedback tools (comment cards, dot voting) to generate clear, usable input that directly informs design decisions.
- **Strong Community Partnerships:** GrassrootsLab will leverage its existing relationships with local organizations, schools, and community groups to expand outreach beyond traditional methods and ensure deeper community involvement.
- **Clear Documentation and Defensible Process:** All outreach efforts will be documented through summary memos, survey results, and engagement records, providing the City with a transparent, defensible record of public participation to support decision-making at the Committee and City Council levels.
- **Direct Integration with Design:** Community feedback will be translated into specific, actionable design direction, ensuring that the final corridor concept reflects community priorities related to safety, aesthetics, identity, and functionality.

This approach ensures that outreach is not just a requirement, but a core driver of the project, resulting in a corridor design that reflects the values of Perris residents, builds community trust, and supports successful project implementation.

Issue 4: Access Management with Raised Medians

Proposed raised medians enhance safety, reduce conflict points, and improve corridor aesthetics; however, they may restrict access to adjacent commercial properties, potentially impacting business visibility, circulation, and operations. Balancing access with safety, multimodal needs, and design continuity is a critical challenge, particularly along an active commercial corridor where property owners and tenants rely on convenient and predictable access. Without early coordination and stakeholder input, median improvements may face concerns or resistance from the business community.

Solution:

WEBB will prepare a field-verified access management plan that documents all existing driveways, circulation patterns, and key access needs. Median openings and transitions will be strategically coordinated to maintain reasonable and functional access while improving overall safety and corridor performance.

To support this effort, WEBB will integrate a targeted public outreach strategy, in partnership with GrassrootsLab, to engage corridor businesses and stakeholders early in the process. This will include direct outreach to affected property owners, corridor-based engagement during public workshops, and focused discussions on access priorities and operational needs. Feedback will be documented and incorporated into the access management strategy to ensure a balanced and context-sensitive design.

Where needed, median design will be refined to address critical access points while maintaining visual continuity and safety benefits. This combined technical and outreach-driven approach aligns with the Downtown Specific Plan by supporting economic vitality, improving safety, and ensuring that corridor improvements reflect both community and business needs.

Issue 5: Utility Conflicts Within Parkway

The corridor parkway functions as a utility-dominated zone, with numerous above- and below-ground conflicts including water meters, signal pull boxes, vaults, and irrigation systems. These constraints significantly limit available space for landscaping, lighting foundations, and pedestrian improvements. Without proper coordination, design elements may conflict with utilities, resulting in redesign, construction delays, or removal of key features.



Existing Condition

Solution:

WEBB will implement a comprehensive utility mapping and coordination effort during early phases, documenting all visible and known infrastructure and integrating it into the base design. Streetscape elements will be designed around confirmed constraints using flexible strategies such as tree grates, offset lighting, and alternative placements. Where conflicts cannot be avoided, the design will be adjusted proactively. This approach aligns with the Specific Plan's emphasis on practical implementation, infrastructure coordination, and feasibility-driven design.

Issue 6: Graffiti and Long-Term Maintenance

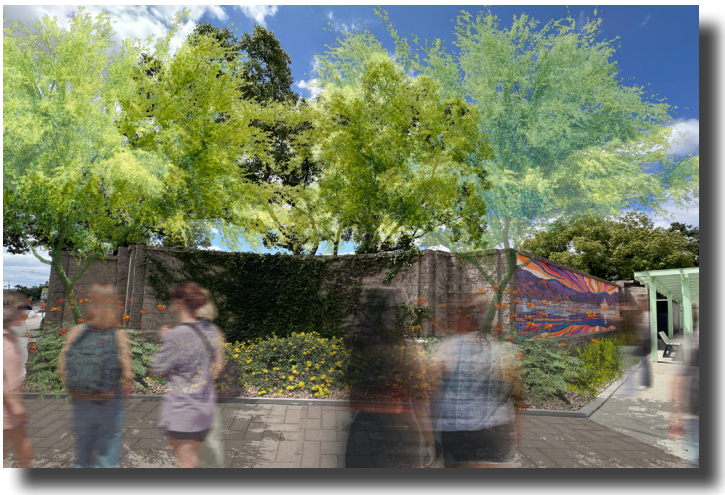
Field observations confirm that graffiti and vandalism are ongoing conditions along the corridor, particularly on exposed metal infrastructure such as signal cabinets and utility boxes. If not addressed, new improvements will be subject to the same issues, resulting in higher maintenance costs and a degraded appearance shortly after installation.



Existing Condition

Solution:

WEBB will incorporate durable, low-maintenance materials and anti-graffiti strategies into the design. This includes anti-graffiti coatings on all street furniture, use of textured and darker materials that minimize visual impact, and strategic landscape screening of exposed infrastructure where feasible. These strategies support the Specific Plan's goal of creating a high-quality, durable, and well-maintained public realm that reflects community pride. Community engagement can be further reinforced with the implementation of community art programs such as murals and other types of local artist integrations.



Proposed Vision

Issue 7: Variable Parkway Widths and Frontage Conditions

The corridor includes significant variation in parkway width, ranging from zero setback conditions where buildings are adjacent to the sidewalk, to areas with wide parkways capable of supporting full landscape improvements. A uniform design approach will not work across these conditions and may result in infeasible or inconsistent installations.

Solution:

WEBB will apply a context-sensitive, segment-by-segment design approach. In constrained areas, improvements will focus on vertical elements such as lighting and tree grates integrated into the sidewalk. In wider segments, full landscape treatments including street trees and parkway planting will be implemented, with the goals of creating shaded and visible pedestrian zones, improving aesthetics and enhancing connectivity. Key intersections and civic frontages will be prioritized for enhanced improvements. This approach is consistent with the Specific Plan's framework, which promotes flexible design standards responsive to varying site conditions while maintaining overall corridor cohesion.

Staffing Approach

The project will be led by Guillermo Gonzalez, PLA, ASIC, who will serve as the City's primary point of contact and oversee all technical, scheduling, and budget coordination. Landscape architecture, traffic engineering, and public outreach services will be provided through an integrated multidisciplinary team. GrassrootsLab will lead community engagement activities, while WEBB's in-house team will provide corridor planning, conceptual design, engineering analysis, cost estimating, and quality control review. Senior-level oversight will be provided throughout the project to ensure responsiveness, consistency, and successful delivery of all project milestones.

The organizational structure and key personnel are provided in Section D. Company Personnel.



Proposed Vision

Scope of Work

TASK 1 — PROJECT MANAGEMENT, ADMINISTRATION, AND PUBLIC ENGAGEMENT

This task includes overall project coordination, meeting management, and a comprehensive, RFP-compliant public outreach program led in partnership with GrassrootsLab. The scope builds upon the City's requirements for community engagement and expands it to ensure meaningful, inclusive, and actionable input throughout the project lifecycle .

▸ 1.1 Project Management and Coordination

- One kickoff meeting with City staff to confirm project goals, expectations, and schedule.
- One full-corridor field visit with photographic documentation and base mapping.
- Biweekly coordination meetings with agendas and detailed meeting minutes.
- Ongoing coordination with the City's Project Manager, including schedule updates and issue resolution.
- Proactive communication between the design team and City to address key issues in a timely manner.

▸ 1.2 Public Outreach and Community Engagement

WEBB, in partnership with GrassrootsLab, will implement a comprehensive, bilingual, and multi-channel outreach program that meets and exceeds the RFP requirements for public engagement (Task 1, Items 8–11) .

▸ 1.2.1 Resident Notification (1,000-Foot Radius)

» Develop a parcel-based mailing list covering all properties within 1,000 feet of the corridor limits.
» Prepare and distribute a bilingual (English/Spanish) notification mailer including project overview, corridor map, event details, and QR code linking to the project website and survey.
» Coordinate printing and USPS distribution.
» Provide certification documentation of mailing distribution for the project record.

▸ 1.2.2 Public Engagement Events (Two Events Minimum)

» Coordinate and attend two City-designated public outreach events to gather community input.
» Develop bilingual outreach materials including corridor maps, concept boards, and visual preference tools.
» Utilize interactive engagement methods such as comment cards and dot voting to capture actionable feedback.
» Staff events capture qualitative input.
» Conduct targeted outreach to corridor businesses, residents, and community organizations to maximize attendance.
» Prepare input summary memoranda documenting attendance, key themes, and community feedback following each event.

▸ 1.2.3. Digital Engagement and Survey

» Develop a bilingual project landing page hosted on the City's platform with project information, schedule, and visuals.
» Design and administer a bilingual online survey to expand participation beyond in-person events.
» Support outreach through social media posts and e-newsletter content to increase community awareness and engagement.

▸ 1.2.4. Beautification and Public Works Committee Presentation

» Prepare and deliver a presentation summarizing outreach results and conceptual design themes.
» Coordinate with City staff and attend the Committee meeting.
» Document and summarize Committee feedback for integration into the design process.

▸ 1.2.5. Feedback Integration and Design Coordination

» Prepare a Public Engagement Findings Memorandum translating community input into clear, actionable design direction.
» Conduct a working session with the design team to ensure feedback is incorporated into concept plans.

▸ 1.2. 6. City Council Presentation Support

» Prepare a comprehensive City Council presentation, including an outreach summary documenting participation, feedback themes, and how input shaped the recommended design.
» Provide speaker notes and Q&A briefing materials.
» Attend the City Council meeting to support presentation and respond to outreach-related questions.

❒ Deliverables

- ☑ Meeting agendas and minutes
- ☑ Public notification mailer and mailing certification
- ☑ Outreach materials (boards, handouts, digital announcements)
- ☑ Two public event summaries
- ☑ Online survey results and analytics
- ☑ Public Engagement Findings Memorandum
- ☑ Committee and City Council presentation packages

Approach

This integrated approach ensures that public outreach is not treated as a standalone task, but as a core driver of the design process, directly informing the conceptual themes and final recommendations. It provides the City with a transparent, defensible engagement record while ensuring the final corridor design reflects the priorities of Perris residents, businesses, and stakeholders.

GrassrootsLab will conduct a total of 110 hours of public outreatch.

TASK 2 — CONCEPTUAL DESIGN ALTERNATIVES (TWO COMPLETE CONCEPTS)

WEBB will work closely with the City and the community to develop two distinct conceptual design alternatives that establish the overall vision and direction for the 4th Street Corridor. Each alternative will be grounded in community input, existing conditions, and the Downtown Specific Plan, and will be presented at an equal level of detail to allow for clear comparison and informed decision-making.

As part of this effort, WEBB will develop a comprehensive base mapping file to support all conceptual design work. This will include integration of NearMap aerial imagery, Riverside County GIS data, and available as-built plans to prepare an accurate and reliable base CAD file for the corridor. This ensures all concepts are realistic, coordinated, and implementable based on existing conditions.

Each conceptual design package will include:

1. Design Narrative and Visual Framework

A narrative describing the design approach, stakeholder and community input, and overall vision, supported by inspiration imagery and graphic representations of the concept.

2. Corridor Concept Plans and Sections

Corridor-wide concept plans illustrating parkway design, sidewalks, roadway configuration, landscaping, lighting, and utilities.

1. Corridor plan at 1" = 40' scale
2. Typical cross-sections at 1" = 10' scale
3. Enlargements and visual interpretations at varying scales to accurately represent the design themes.

- **Bike and Pedestrian Circulation Plan:** Identification of pedestrian and bicycle connections, enhanced crossings, and linkages to key destinations including downtown, schools, and civic uses.
- **Signage, Monumentation, and Wayfinding Plan:** Conceptual layout of gateway features, signage locations, and wayfinding elements, including general size, placement, and character.
- **Landscape and Materials Palette:** Preliminary planting concepts and material selections, including plant types, spacing intent, and streetscape treatments.
- **Street Furniture and Amenities:** Conceptual identification of lighting, benches, bollards, and other amenities, including style and placement.
- **Reference Imagery:** Representative photographs of comparable built projects illustrating the character and intent of each concept.

3. Preliminary Cost Opinion:

Planning-level cost ranges for each alternative (dollars per linear foot), identifying key cost drivers and opportunities for value engineering.

Each alternative will include a complete and consistent set of conceptual drawings, allowing the City to clearly evaluate options and select a preferred direction. All two concepts will be presented at the same level of detail to support informed decision-making prior to advancing into the final design phase.

TASK 3 — FINAL CONCEPTUAL DESIGN PLANS

After the Council-approved theme is selected, Webb will produce a comprehensive Concept Design book of the agreed upon final design suitable for future project phasing development. AutoCAD plan sets will be provided for the line drawings included in the report.

This set includes:

- Title sheet with project title, location, City logo, design theme name, design phases.;
- Project narrative describing the process, community involvement, executive summary, graphs, matrices and other means to describe how the two (2) themes and final theme were developed and adopted.
- Conceptual site plan showing tree locations, species suggestions, shrub planting areas,

gathering spaces, seating, lighting locations and model suggestions, and other site furniture and amenities
- Monumentation plans and elevations showing any entry gateway markers, wayfinding signs, and civic focal points with material and dimension details
- Typical cross-sections at two representative locations showing the vertical relationship of parkway planting, sidewalk, curb, street, utilities, and any median or street-side elements
- Signage and wayfinding plan showing proposed sign locations by type (directional, informational, wayfinding), dimensions, materials,; decorative pavement and crosswalk detail sheets showing paving material, color specifications,.
- Included in the Concept document will be engineered drawings showing an overall corridor plan at 1"=200' scale showing the complete 1.5-mile corridor with all proposed features, utilities, and key dimensions; plans by segment covering a minimum of six key zones (western gateway, mid-corridor commercial, downtown core, institutional east side, railroad crossing area, eastern approach);
- All engineering plans will be prepared in AutoCAD (.dwg) format for City archive and future modification, and will also be provided in PDF format. All other design files prepared in Photoshop, Sketchup, Indesign, Illustrator, Lumion, or other graphic software will be provided. Deliverables include three bound hard copies (spiral-bound, color-printed) and one complete .dwg file set (all layers organized by discipline: site, planting, utilities, lighting, signage, etc.).

TASK 4 — ENGINEER'S COST ESTIMATE

WEBB will prepare a detailed line-item cost estimate for the proposed beautification work. The estimate will be organized by work type (site demolition and clearing, grading and soil preparation, planting, hardscape and decorative pavement, lighting installation, signage fabrication and installation, utilities and irrigation, and contingency). All quantities will be derived directly from the plan sheets and shown on a quantity take-off sheet (which will be provided as an Excel file for City modification or review). Unit costs will be benchmarked to recent Inland Empire comparable projects, adjusted for current wage scales and material inflation. The estimate will indicate which items are necessary for the design to be complete and which items are optional or value-engineering candidates. A written cover memo will accompany the estimate, explaining assumptions, unit cost sources, and any design elements that could be deleted or modified to reduce overall cost.

❒ Deliverables

- ☑ A bound estimate document (three copies, color-printed),
- ☑ An Excel file with the quantity take-off and unit cost details by work type, and
- ☑ A written cover memo (one copy printed, one digital copy).

TASK 5 — QUALITY CONTROL

A senior engineer licensed in California will conduct QC review of all deliverables before submission to the City. QC will verify that the conceptual design reflects the Council-approved theme faithfully, that all field constraints and utility conflicts identified in Phase 1 are incorporated into the design, that the cost estimate is internally consistent and benchmarked appropriately, and that all plans are complete, dimensioned, and ready for the next design phase. Each submittal will be accompanied by a QC certification memo signed by the QC engineer, confirming that the work meets professional standards and is ready for City use. QC is integrated into the project schedule; no deliverable is submitted to the City without QC sign-off.



C. COMPANY INFORMATION

Albert A. Webb Associates (WEBB) is a California Corporation and has been a trusted provider of civil engineering services to public sector clients across California since 1945. Our longevity reflects a foundation of financial stability and adaptability through decades of evolving economic landscapes. As a mid-sized consulting firm with offices in Riverside and Murrieta, WEBB is strategically positioned to serve the diverse needs of our clients effectively.

We offer comprehensive in-house professional services, bringing decades of experience to public and private sector clients throughout Inland Southern California. Our team specializes in addressing the unique challenges faced by cities, water and special districts, counties, regional agencies, and industry partners. From project development and planning to design, entitlement, funding assistance, permitting, construction management, and inspection, our services span the entire project lifecycle.

WEBB's enduring legacy, financial strength, and dedicated team of experts make us the preferred partner for public sector entities in California. We are committed to delivering excellence, ensuring the success of every project, and fostering lasting professional partnerships.

Litigation, Mediation, or Arbitration

WEBB maintains an exemplary record of contract performance and professional conduct. We deliver quality engineering services and uphold the highest standards of integrity. Our strong track record is built on a proactive approach to project management, clear client communication, and adherence to industry best practices. WEBB has no alleged significant prior or ongoing contract failures, litigation, or pending investigations. This clean record shows our dedication to excellence and successful project completion. Our commitment to quality control, thorough planning, and responsive client service has prevented contractual disputes in complex projects.



POINT OF CONTACT

Dilesh Sheth, PE, TE
Senior Vice President
dilesh.sheth@webbassociates.com
951.248.4237

Engineering and Planning Excellence Since 1945

WEBB offers the following services:

- Traffic and Transportation Engineering
- Landscape Architecture
- Construction Management and Inspection
- Environmental Services
- Land Development Engineering
- Land Development Planning and Entitlement
- Land Survey and Mapping
- Water Resources and Stormwater Engineering

Learn more by visiting
webbassociates.com/services

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

80th ANNIVERSARY

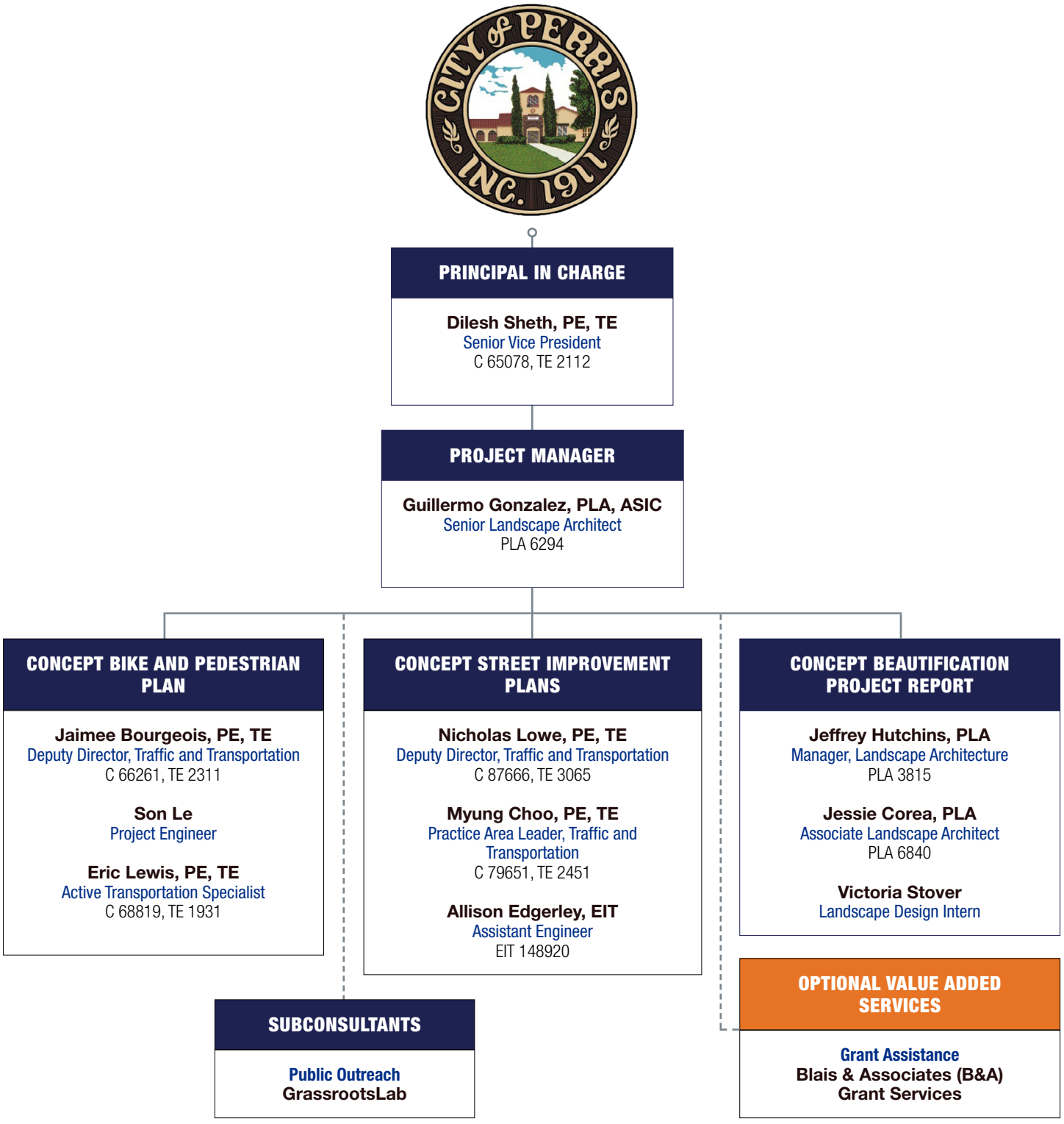
160+ Associates

40+ Licensed Professionals

D. COMPANY PERSONNEL

Organizational Chart

WEBB has assembled a multidisciplinary team of experienced planning, landscape architecture, and engineering professionals with extensive experience delivering corridor beautification and streetscape projects for public agencies. Our Principal in Charge, **Dilesh Sheth, PE, TE**, and Project Manager, **Guillermo Gonzalez, PLA, ASIC**, provide consistent leadership and coordination, ensuring clear communication and accountability throughout the project.



Key Personnel Roles and Responsibilities

Building on the organizational structure shown above, the following team members will be directly responsible for delivering the 4th Street Corridor Beautification Project. Each individual brings relevant experience in corridor design, active transportation, and public agency coordination, ensuring the project is both visionary and implementable.

Dilesh Sheth, PE, TE – Principal in Charge



Contact: 951.248.4237 | dilesh.sheth@webbassociates.com
License: CA Civil Engineer C 65078; Traffic Engineer TE 2112

Dilesh Sheth will provide executive oversight and strategic direction for the project. He will ensure alignment with City goals, funding opportunities, and long-term implementation strategies. His role includes high-level decision-making support, quality assurance oversight, and coordination with City leadership as needed. With extensive experience securing transportation funding and delivering multimodal corridor projects, he will guide the team in positioning the project for future phases and investment.

Guillermo Gonzalez, PLA, ASIC – Project Manager



Contact: 951.320.6048 | guillermo.gonzalez@webbassociates.com
License: Professional Landscape Architect PLA 6294

Guillermo Gonzalez will serve as the primary point of contact and will manage all day-to-day project activities. He will lead coordination between disciplines, oversee schedule and budget, and manage communication with the City of Perris. Guillermo will direct the development of corridor design concepts, ensuring they reflect the City's vision while remaining feasible and cost-effective. His experience in public-facing projects and stakeholder coordination will be critical to maintaining momentum and delivering a cohesive final product in conjuction with our community outreach consultant, GrassrootsLab.

Nicholas Lowe, PE, TE – Traffic Engineering Lead



Contact: 951.248.4289 | nick.lowe@webbassociates.com
License: CA Civil Engineer C 87666; Traffic Engineer TE 3065

Nicholas Lowe will lead traffic and transportation design efforts. He will be responsible for evaluating corridor operations, developing roadway and multimodal improvements, and preparing conceptual layouts that balance safety, mobility, and access. His experience in signal design, signing and striping, and active transportation improvements will ensure the corridor functions efficiently for all users.

Myung Choo, PE, TE – Senior Traffic Advisor



Contact: 951.320.6028 | myung.choo@webbassociates.com
License: CA Civil Engineer C 79651; Traffic Engineer TE 2451

Myung Choo will provide technical oversight for traffic engineering strategies and design standards. He will support the development of multimodal improvements, review design concepts for compliance with agency requirements, and assist with coordination related to approvals and implementation considerations.

Jaimee Bourgeois, PE, TE – Transportation Planning and Public Interface Support



Contact: 951.200.8610 | jaimee.bourgeois@webbassociates.com
License: CA Civil Engineer C 66261; Traffic Engineer TE 2311

Jaimee Bourgeois will support transportation planning, safety considerations, and public-facing elements of the project. Her experience working with agencies and community stakeholders will help translate technical concepts into clear, understandable solutions. She will also contribute to planning-level analysis and help ensure recommendations align with regulatory requirements and community needs.

Eric Lewis, PE, TE – Active Transportation Specialist



Contact: 951.902.9019 | eric.lewis@webbassociates.com
License: CA Civil Engineer C 68819; Traffic Engineer TE 1931

Eric Lewis will provide specialized expertise in active transportation planning and design. He will guide the integration of bicycle and pedestrian improvements, ensuring the corridor supports safe and connected multimodal travel. His experience with grant-funded projects and corridor-level planning will support development of realistic and fundable improvements.

Allison Edgerley, EIT – Design Support Engineer



Contact: 951.320.6032 | allison.edgerley@webbassociates.com
Certification: Engineer-in-Training EIT 148920

Allison Edgerley will support design development, including preparation of base mapping, conceptual layouts, and coordination across disciplines. She will assist with technical analysis and documentation to ensure design concepts are well-developed and ready for future advancement into design phases.

Son Le – Project Engineer



Contact: 951.320.6042 | son.le@webbassociates.com

Son Le will assist with detailed engineering support, including traffic control concepts, signal considerations, and design coordination. He will contribute to the development of technically sound and implementable solutions, supporting timely delivery of project milestones.

Jeffrey Hutchins, PLA – Landscape Architecture



Contact: 951.248.4281 | jeff.hutchins@webbassociates.com
License: Professional Landscape Architect PLA 3815

Jeff will provide senior-level guidance on the Concept Beautification Project Report, including streetscape enhancements, planting design, and signage integration. He will help ensure the concepts are cohesive, visually compelling, and aligned with long-term functionality and maintenance considerations.

Jessie Corea, PLA – Landscape Architecture



Contact: 951.248.4273 | jessie.corea@webbassociates.com
License: Professional Landscape Architect PLA 6840

Jessie will support development of the Concept Beautification Project Report, including preparation of base mapping, layout development, and coordination of design elements. He will assist in translating corridor concepts into clear, technically sound plans that support feasibility and future implementation.

Victoria Stover – Landscape Design Intern



Contact: 951.248.4240 | victoria.stover@webbassociates.com

Victoria Stover will support the Landscape Architecture team in preparing conceptual and technical deliverables, including planting plans, site plans, presentation graphics, site analysis, and plant selection research. Her background in wildlife conservation, native plant design, habitat assessment, and biological monitoring will support sustainable, context-sensitive landscape concepts that reflect local climate conditions, native plant communities, and project goals.

GrassrootsLab – Public Outreach

GrassrootsLab will be our public outreach subconsultant to support stakeholder engagement and community input efforts. They will assist with meeting facilitation, survey development, and outreach materials. WEBB has a strong history of collaborating with GrassrootsLab outreach specialists on similar corridor and planning projects, ensuring seamless integration into the project team and consistent communication with the City.

Blais & Associates – Grant Writing (Optional Service)

Blais & Associates (B&A) is a full-service grant management firm serving primarily local municipal governments. B&A has a proven track record of preparing successful grant applications, winning approximately 80% of the proposals it submits on behalf of clients. Depending on the grant program, this translates to funding returns ranging from $10 to $75 for every $1 invested in grant-writing services. Their success stems from aligning projects with grant objectives and preparing compelling, professionally written applications tailored to the evaluation criteria. WEBB has collaborated with B&A for approximately five years, providing clients with integrated engineering and grant writing support.

Resumes for WEBB's proposed team are included in Appendix A. Subconsultant resumes can be provided upon request.

E. EXPERIENCE AND REFERENCES

References

The City will benefit from WEBB's team approach to client service. Our reputation for superior quality work, integrity, and long-standing client relationships is a direct result of our industry-proven capabilities and experience.

We encourage the City to speak with your staff who have worked with our firm and call our references to truly understand the commitment we make to each of our clients and their projects.

AGENCY	CONTACT	REFERENCE PROJECTS
City of Indio 100 Civic Center Mall Indio, CA 92201	Tim Wassil, PE, PMP, CCM, Public Works Director 760.391.4018, twassil@indio.org	Civic Center Storm Drain and Oasis Street Beautification
County of San Bernardino, Department of Public Works, Special Districts 222 W. Hospitality Lane, 2nd Floor San Bernardino, CA 92415	Vladimir Reyes, Project Manager 909.386.8846, vreyes@dpw.sbcounty.gov	State Street Overhead Monument Sunburst Park
Coachella Valley Association of Governments 73710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260	Randy Bowman, Assistant Director of Transportation 760.346.1127 Ext. 125, rbowman@cvag.org	Arts and Music Line
Los Angeles Neighborhood Initiative 800 S Figueroa Street, Suite 670 Los Angeles, CA 90017	Ana Apostolos, Senior Program Manager 213.627.1822, anna@lani.org	Active Transportation Program Baldwin Hills Greening Study Western and Gage Median Park



CIVIC CENTER STORM DRAIN PROJECT AND OASIS STREET BEAUTIFICATION PROJECT

City of Indio

The City of Indio Civic Center Storm Drain Project and Oasis Street Beautification project is an excellent example of how WEBB used three of our in-house departments to deliver a state-of-the-art downtown beautification.

The storm drain project started as a project to provide a solution to the flooding happening in downtown Indio. WEBB incorporated stormwater capture BMPs, considering the objectives of the Downtown Specific Plan. As the storm drain project developed, the City recognized that we were suggesting improvements above ground that they wanted to build on. The Oasis Street Beautification Project was added as a downtown revitalization component to solve the drainage issues. WEBB was also given the architectural plans for upcoming projects for downtown Indio, including the new civic center, to guide the design along the streets. The City's design direction is forward-thinking and will invite space activation.

While our Transportation Department managed the project and provided street improvement plans, our Water Resources Department provided the storm drain design, and our Landscape Architecture Department beautified the streets and the basin at Marshall Park, where the storm drains exited. Rather than a typical trapezoidal basin design, the stormwater basin represented the desert seasonal stream bed. People are encouraged to walk up to its edge, sit in a tree-shaded spot overlooking the basin, or walk through it to discover the native plants and wildlife that flourish there.





Project Highlights

Reference:
Tim Wassil, PE, PMP, CCM
Public Works Director
100 Civic Center Mall
Indio, California 92201
twassil@indio.org
760.391.4018

Duration:
2022 - 2025

WEBB Contract:
$1.7 M

Construction Cost:
$14.2 M

Project Team:
Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Jeffrey Hutchins, PLA
Nicole Volpe, PLA, ASLA
Jessie Corea, PLA



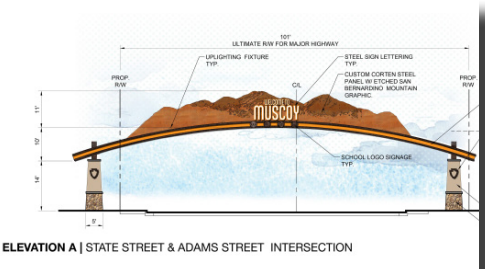
STATE STREET OVERHEAD MONUMENT PROJECT

County of San Bernardino – Department of Public Works, Special Districts

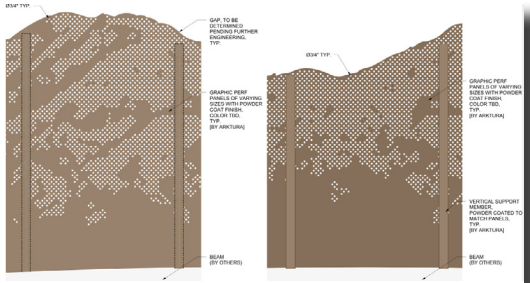
In Muscoy, California, the design of a new overhead gateway monument offered an opportunity to celebrate local identity while enhancing the community's visual presence. Partnering with San Bernardino County, WEBB's Landscape Architecture team led the effort to create a monument that reflects the region's cultural heritage, natural landscape, and architectural traditions.

Inspired by the dramatic mountain backdrop and the iconic arrowhead formation in the San Bernardino foothills, the design incorporates symbolic elements that resonate with community pride and local history. Architectural references to the nearby Santa Fe Depot and Mission-style influences are expressed through the monument's materials, forms, and detailing, grounding the structure in a sense of place.

WEBB guided the project from schematic design through construction documentation, managing technical coordination with subconsultants and navigating regulatory requirements tied to state-held easements. Our structured and collaborative approach ensured the County's vision remained central throughout the process. The result is a gateway that enhances the streetscape and stands as a meaningful and enduring symbol of Muscoy's unique character.



ELEVATION A | STATE STREET & ADAMS STREET INTERSECTION



Project Highlights

Reference:
Vladimir Reyes
Project Manager
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415
Vreyes@dpw.sbcounty.gov
909.386.8846

Duration:
2024 - Present

WEBB Contract:
$150,374

Construction Cost:
$1 M

Project Team:
Jessie Corea, PLA
Jeffrey Hutchins, PLA



ARTS AND MUSIC LINE

Coachella Valley Association of Governments

WEBB is currently collaborating with CVAG on the Arts and Music Line Project, a project aimed at delivering approximately 15 miles of enhanced bikeways across La Quinta, Indio, Coachella, a portion of unincorporated Riverside County, and tribal lands. This endeavor encompasses creating of nine miles of protected Class I and Class IV bicycle facilities, effectively separating bicycles and golf carts from motor vehicle traffic. It incorporates over six miles of traditional Class II bike lanes and Class III shared bikeways. A key aspect of the project is establishing bikeway connections to 11 disadvantaged schools, along with connecting to CV Link via the La Quinta Evacuation Channel from Avenue 48 to the Whitewater Channel, located north of Highway 111 and east of Jefferson Street.

WEBB played a crucial role in securing $36 million in ATP Grant funds for CVAG. Our team was responsible for preparing preliminary designs, environmental documentation for CEQA, and the development of the PS&E package at 65% and 90–100% plan stages on schedule. WEBB worked on NEPA compliance, and has been doing utility coordination, drainage studies, right-of-way management, and final design.

WEBB's innovative proposal introduces cutting-edge elements, such as bicycle signals with comprehensive protection for bicycle movements, raised or recessed bike/pedestrian crossings, bicycle signal indicators to notify cyclists of traffic signal status, as well as artistic lighting and colored concrete. It also features bridge undercrossing bike paths and connections to CV Link and the Coachella Festival grounds. This project is set to be a remarkable effort, not only within the local community, but also on a state and national scale.

CVAG challenged our design team to make the project appealing, creative, and innovative to attract riders. Our response to this challenge involved incorporating visually pleasing elements like patterned pavement coatings, programmable lighting, and sound features throughout the project corridor. Throughout the process, WEBB remains committed to the project schedule and accommodates any additional project requirements and needs. Furthermore, WEBB has developed the Active Transportation Design Guidelines for the Coachella Valley Cities, ensuring a consistent approach to design and facility standards across various jurisdictions.

Project Highlights

Reference:

Randy Bowman
Assistant Director of Transportation
73710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
rbowman@cvag.org
760.346.1127 Ext. 125

Duration:

2020 - 2025

WEBB Contract:

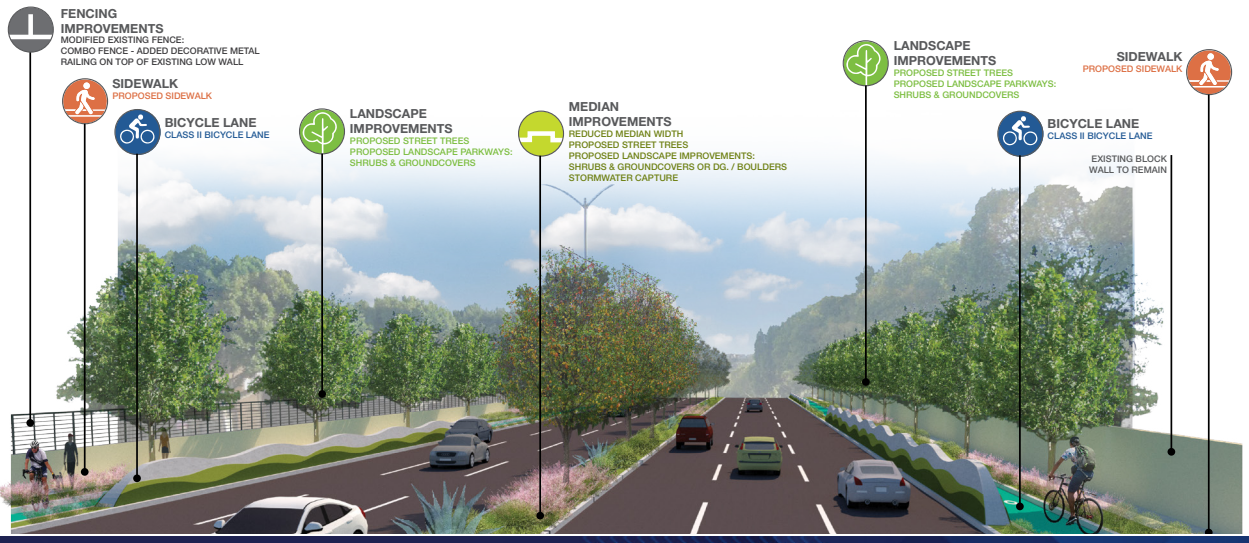
$6 M

Construction Cost:

$70 M

Project Team:

Jeffrey Hutchins, PLA
Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Myung Choo, PE, TE
Joy Schwiebert, EIT
Eric Lewis, PE, TE
Allison Edgerley, EIT



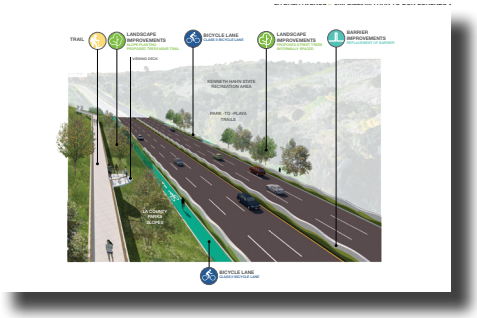
BALDWIN HILLS GREENING STUDY

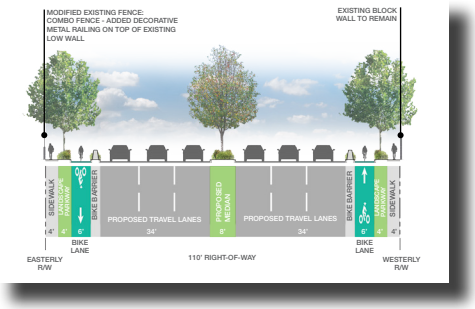
Los Angeles Neighborhood Initiative (LANI)

After years of persistent advocacy, the Baldwin Hills community sought meaningful solutions to long-standing issues related to traffic, lack of connectivity, environmental degradation, and public safety. In response, their Council District recommended the development of a Greening Study to document concerns and propose actionable improvements. WEBB was brought in by the Los Angeles Neighborhood Initiative (LANI) to help define the scope of the study and ultimately selected to lead the effort.

WEBB worked closely with community members to identify key problem areas and develop targeted, environmentally focused design proposals. The result was a comprehensive Greening Study featuring seven strategic recommendations. Proposed improvements included a pedestrian bridge over La Brea Avenue to connect neighborhoods to Kenneth Hahn Park, new bike lanes with protective barriers, and an elevated sidewalk along a steep slope to enhance walkability and connectivity.

Additional strategies addressed environmental and aesthetic concerns, such as planted medians to support stormwater management and traffic calming, and redesigned retaining walls with materials less susceptible to graffiti. Through an inclusive and collaborative process, WEBB helped translate community input into realistic, green infrastructure solutions that promote safety, access, and long-term neighborhood resilience.





Project Highlights

Reference:

Ana Apostolos
Senior Program Manager
800 S Figueroa Street, Suite 670
Los Angeles, CA 90017
anna@lani.org
213.627.1822

Duration:

2021 - 2021

WEBB Contract:

$65,000

Project Team:

Jeffrey Hutchins, PLA
Dilesh Sheth, PE, TE





7 COLORED TRIANGLE PRECAST CONCRETE BENCH
8 BIKE SHARE STATION
9 BIKE LOCKERS
10 SCOOTER PARKING
11 DRINKING WATER FOUNTAIN
13 ACCENT FLOWERING TREE
14 STREET SHADE TREES
15 EXISTING TREE TO REMAIN (PROTECT IN PLACE)
16 LARGE CONCRETE PLANTER POTS WITH ACCENT PLANTING
17 SHRUB AND GROUNDCOVER PLANTING AREA
18 ACCENT FLOWERING PLANTING AREA
19 PROPOSED PROTECTED BIKE LANE
20 LOADING ZONE
21 TRAVEL LANE

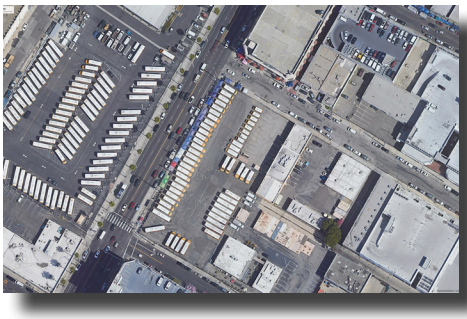
ACTIVE TRANSPORTATION PROGRAM (ATP) APPLICATIONS

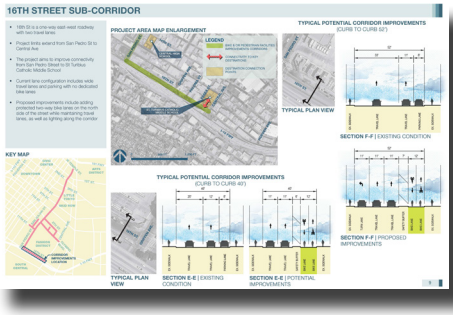
Los Angeles Neighborhood Initiative

WEBB's Transportation Engineering and Landscape Architecture teams successfully led the management and preparation of the City of Los Angeles' ATP grant application, securing $47 million in funding for transformative improvements in the Boyle Heights and Fashion/Piñata District neighborhoods. Acting as the prime consultant, WEBB coordinated closely with the Los Angeles Neighborhood Initiative and Council District 14, serving as the central liaison between the City, community stakeholders, and technical teams. Our Transportation Engineering team directed the design of new and enhanced bike lanes, lighting upgrades, and safety improvements. Simultaneously, our Landscape Architecture team managed the development of supportive materials including vicinity/location maps, route and disadvantaged community boundary maps, and detailed concept designs for two cyclist-oriented parklets, complete with rest stop amenities and bike repair stations. As project managers, WEBB oversaw all technical deliverables, including:

- Layout plans, conceptual designs with aerial overlays, and typical cross-sections illustrating existing and proposed conditions
- Heat maps, collision data analysis, traffic counts, signal warrant studies, and final reports
- Coordination and facilitation of stakeholder and community meetings
- Preparation of visually compelling flyers and project renderings to support public engagement and grant documentation

Our ability to integrate engineering precision with community-driven design and grant strategy was key to this project's success.





Project Highlights

Reference:
Anna Apostolos
Director
800 S Figueroa Street, Suite 670,
Los Angeles, CA 90017
anna@lani.org
213.627.1822

Duration:
2022 - 2023

WEBB Contract:
$172,514

Project Team:
Jeffrey Hutchins, PLA
Jessie Corea, PLA
Sara Sadeghi, PTP, MSCRP
Dilesh Sheth, PE, TE

F. EVIDENCE OF INSURANCE

ALBEAWE-01 RDEANDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Kristie Koehrer PHONE (A/C, No, Ext): (951) 779-8558 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: cal.cpu@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Company of America — 25674
INSURED Albert A. Webb Associates 3788 McCray Street Riverside, CA 92506	INSURER B : Lexington Insurance Company — 19437
	INSURER C : Lloyd's of London — 15792
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P-630-8W805292-TIL-25	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-9T94622A-25-43-G	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-9T948494-25-43	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4J648178-25-43-G	9/1/2025	9/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			031711122	9/1/2025	9/1/2026	Ded $25k/EaClaim 2M	2,000,000
C	Cyber Liability			ESO0140474549	9/1/2025	9/1/2026	Ded:$2,500 / Occ/Agg	2,000,000

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

CERTIFICATE HOLDER

For Insured's Purpose Only

CANCELLATION

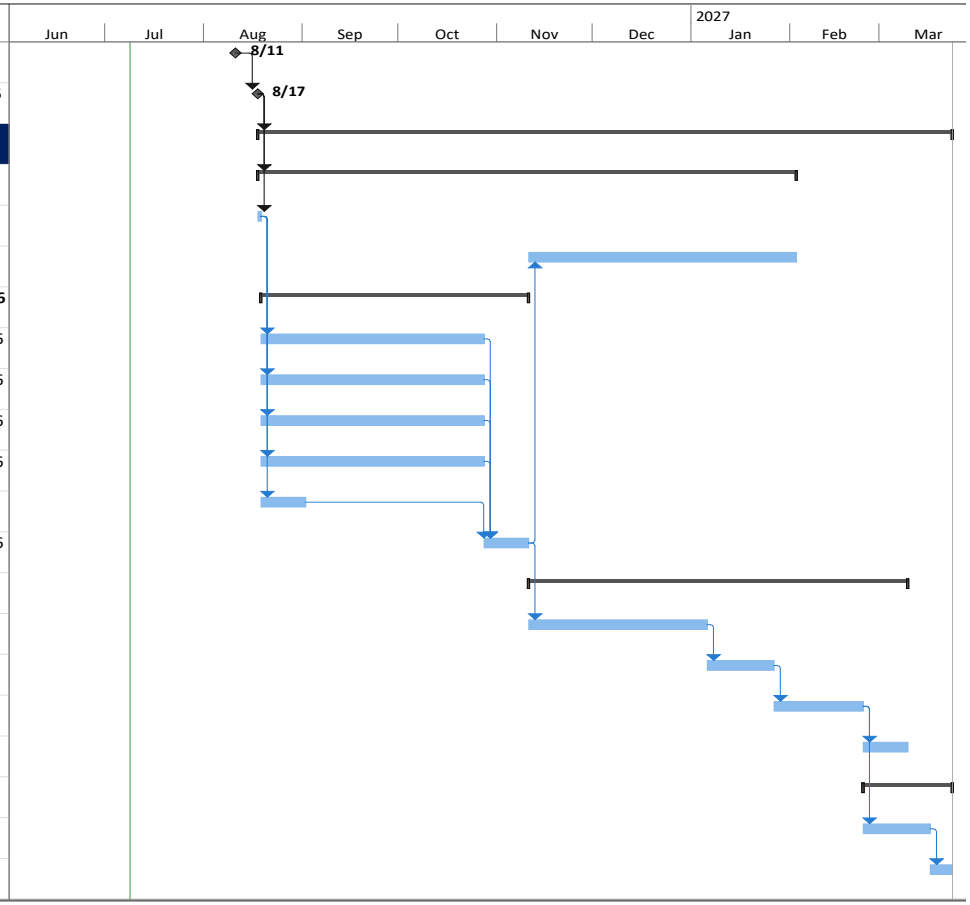
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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G. SCHEDULE

ID	Task Name	Duration	Start	Finish
1	Contract Award	0 days	Tue 8/11/26	Tue 8/11/26
2	Project Kick-Off Meeting	0 days	Mon 8/17/26	Mon 8/17/26
3	**Task 1 - Project Management, Administration, and Public Engagement**	**156 days**	**Tue 8/18/26**	**Tue 3/23/27**
4	**Task 1 - Project Management, Administration, and Public Engagemen**	**121 days**	**Tue 8/18/26**	**Tue 2/2/27**
5	1.1 Field Visit	1 day	Tue 8/18/26	Tue 8/18/26
6	1.2 Public Outreach and Community Engagement	60 days	Wed 11/11/26	Tue 2/2/27
7	**Task 2 - Conceptual Design Alternatives (Two Complete Concepts)**	**60 days**	**Wed 8/19/26**	**Tue 11/10/26**
8	Design Narrative and Visual Framework	50 days	Wed 8/19/26	Tue 10/27/26
9	Corridor Concept Plans and Sections	50 days	Wed 8/19/26	Tue 10/27/26
10	Bike and Pedestrian Circulation Plan	50 days	Wed 8/19/26	Tue 10/27/26
11	Signage, Monumentation, and Wayfinding Plan	50 days	Wed 8/19/26	Tue 10/27/26
12	Preliminary Cost Opinion	10 days	Wed 8/19/26	Tue 9/1/26
13	City Staff to Review Submittal Packet	10 days	Wed 10/28/26	Tue 11/10/26
14	**Task 3 - Final Conceptual Design Plans**	**85 days**	**Wed 11/11/26**	**Tue 3/9/27**
15	Refine (2) Design Themes	40 days	Wed 11/11/26	Tue 1/5/27
16	City Staff to Review	15 days	Wed 1/6/27	Tue 1/26/27
17	Present Final Concept Theme	20 days	Wed 1/27/27	Tue 2/23/27
18	City Staff to Review and Approve	10 days	Wed 2/24/27	Tue 3/9/27
19	**Task 4 - Engineers Cost Estimate**	**20 days**	**Wed 2/24/27**	**Tue 3/23/27**
20	Prepare Cost Estimate for Final Concept Design	15 days	Wed 2/24/27	Tue 3/16/27
21	City Staff to Review Cost Estimate	5 days	Wed 3/17/27	Tue 3/23/27



ALBERT A. WEBB ASSOCIATES

4th Street Corridor Beautification
City of Perris

Item	Description		Guillermo Gonzalez, Assistant V	Jessie Corea, Assistant IV	Victoria Stover, Assistant I	Deborah A. Saulina, Assistant V	Dilesh R. Sheth, Principal II	Total Hours	Subtotal - Labor	Grassroots Labs	Expenses	Total/task[1]
	Billout Rate		$ 196	$ 176	$ 130	$ 196	$ 312					
Task 1 -	**Project Management, Administration, and Public Engagement**		**57**	**46**	**10**	**8**	**20**	**141**	**$ 28,376**	**$ 22,000**	**$ -**	**$ 50,380**
1.1	Project Management and Coordination		24	12		8	8	**52**	$ 10,880	$ 5,250		**$ 16,130**
1.2	Public Outreach and Community Engagement								$ -	$ -		**$ -**
1.2.1	Resident Notification (1,000-Foot Radius)								$ -	$ 1,942		**$ 1,940**
1.2.2	Public Engagement Events (Two Events Minimum)		16	18	6		4	**44**	$ 8,332	$ 7,391		**$ 15,720**
1.2.3	Digital Engagement and Survey		4					**4**	$ 784	$ 2,234		**$ 3,020**
1.2.4	Beautification and Public Works Committee Presentation		4				4	**8**	$ 2,032	$ 1,313		**$ 3,350**
1.2.5	Feedback Integration and Design Coordination		5	8			2	**15**	$ 3,012	$ 2,008		**$ 5,020**
1.2.6	City Council Presentation Support		4	8	4		2	**18**	$ 3,336	$ 1,862		**$ 5,200**
Task 2 -	**Conceptual Design Alternative (Three Complete Concepts)**		**56**	**320**	**75**		**12**	**463**	**$ 80,790**	**$ -**	**$ -**	**$ 80,790**
2.1	Design Narrative and Visual Framework		17	2				**19**	$ 3,684	$ -		**$ 3,680**
2.2	Corridor Concept Plans (3) and Sections		15	270	75		4	**364**	$ 61,458	$ -		**$ 61,460**
2.3	Signage, Monumentation, and Wayfinding Plan			40			4	**44**	$ 8,288	$ -		**$ 8,290**
2.4	Preliminary Cost Opinion		24	8			4	**36**	$ 7,360	$ -		**$ 7,360**
Task 3 -	**Final Conceptual Design Plans**		**22**	**100**	**50**	**2**	**12**	**186**	**$ 32,548**	**$ -**	**$ -**	**$ 32,540**
3.1	Combine 3 separate design themes to one		4	20	10	2	4	**40**	$ 7,244	$ -		**$ 7,240**
3.2	Incorporate stakeholder comments and reduce to one final concept		9	60	20		4	**93**	$ 16,172	$ -		**$ 16,170**
3.3	Final concept in book format		9	20	20		4	**53**	$ 9,132	$ -		**$ 9,130**
Task 4 -	**Engineers Cost Estimate**		**10**	**6**	**2**		**2**	**20**	**$ 3,900**	**$ -**	**$ -**	**$ 3,900**
4.1	Cost estimate for final concept design		10	6	2		2	**20**	$ 3,900	$ -		**$ 3,900**
Task 5 -	**Quality Control**		**25**			**2**	**4**	**47**	**$ 11,532**	**$ -**	**$ -**	**$ 11,540**
5.1	Inhouse plan check review at concept level		16				2	**26**	$ 6,256	$ -		**$ 6,260**
5.2	Submittal of final concept book		9			2	2	**21**	$ 5,276	$ -		**$ 5,280**
Total			**170**	**472**	**137**	**12**	**50**	**857**	**$ 157,146**	**$ 22,000**	**$ -**	**$ 179,150**

ALBERT A. WEBB ASSOCIATES

APPENDIX A - RESUMES



DILESH SHETH, PE, TE

SENIOR VICE PRESIDENT | TRAFFIC AND TRANSPORTATION



EXPERIENCE:
Industry: 32 Years
WEBB: 26 Years

REGISTRATIONS:
Civil Engineer C 65078 CA
Traffic Engineer TE 2112 CA

EDUCATION:
BS, Civil Engineering
University of Saurastra Rajkot, India

AFFILIATIONS:
American Public Works Association, Coachella Valley
Institute of Transportation Engineering Riverside and San Bernardino Counties

Dilesh Sheth, PE, TE, is the Senior Vice President and Director of WEBB's Traffic and Transportation Department, where he oversees a diverse portfolio of multimodal transportation, mobility, and infrastructure projects. With more than 31 years of professional experience, Dilesh provides strategic direction and technical oversight for the planning, design, and delivery of complex transportation systems that enhance safety, accessibility, and quality of life throughout Southern California. His leadership reflects a deep commitment to creating context-sensitive, community-oriented infrastructure that integrates engineering excellence with long-term sustainability.

Over the past three decades, Dilesh has guided multidisciplinary teams of engineers, planners, and designers in delivering transformative Complete Streets, Active Transportation, and Safety Improvement projects for cities, counties, and regional agencies. His experience spans the full spectrum of transportation design—roadways, bridges, roundabouts, drainage systems, traffic signals, utilities, lighting, signing and striping, bikeways, pedestrian corridors, and benefit district programs—ensuring projects are both technically sound and operationally efficient.

Beyond design, Dilesh is recognized for his strategic funding expertise, helping agencies navigate and secure competitive federal and state programs, including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Streets and Roads for All (SS4A) initiatives. Under his direction, WEBB has successfully obtained over $120 million in ATP funding and $24 million in HSIP and CVAG grants, enabling partner agencies to advance their multimodal and safety priorities from planning through construction. Dilesh's leadership combines technical precision, funding strategy, and community collaboration, empowering agencies to deliver transportation networks that are safer, more inclusive, and better connected.

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Principal in Charge
Dilesh provides leadership for planning, environmental, and design of 15 miles of enhanced bikeways and pedestrian corridors linking multiple cities in the Coachella Valley. He directed design of 9 miles of Class IV protected facilities and oversaw integration of innovative safety features, including lighting, raised crossings, and bicycle signals. Dilesh also guided ATP grant applications that secured $36 million in funding, positioning the project as a regional model for creative and sustainable mobility infrastructure.

Active Transportation Program Applications
Los Angeles Neighborhood Initiative | Principal in Charge
Dilesh directed preparation of two successful ATP Cycle 6 grant applications, the Skid Row Connectivity and Safety Project and the Boyle Heights Community Connectivity Project, totaling $85 million in awarded funding. He led development of safety countermeasures, concept layouts, and cost estimates, and coordinated extensively with the City of Los Angeles and LANI to align design concepts with funding criteria and community objectives.

On-Call Engineering Services
City of Indio | Principal in Charge
As Principal in Charge, Dilesh provides strategic oversight and technical direction for the City's ongoing transportation and infrastructure initiatives. He manages multidisciplinary teams delivering traffic engineering services that include the Civic Center Storm Drain and Oasis Street Beautification Projects, the Indio Sports Park Project, the Complete Streets Plan with Drainage Master Plan, and the Jackson Storm Drain Evaluation. Dilesh ensures that all project designs meet the City's long-term mobility, safety, and drainage objectives while aligning with regional planning efforts.

On-Call Traffic Engineering Services
County of Riverside | Principal in Charge
Dilesh oversees all traffic and transportation assignments under this long-term on-call contract, coordinating with Caltrans, RCTC, and County departments to resolve operational and safety issues across the regional network. His responsibilities include directing preparation of traffic signal, signing and striping, and traffic control plans; supervising the design of street improvements and storm drain systems; and reviewing traffic impact analyses, specifications, and cost estimates. Dilesh also represents the County in coordination meetings with contractors, developers, and utilities, and leads collision and safety analyses that inform capital improvement priorities.

Indian Canyon Two-Way Conversion, Pedestrian, and Bicycle Safety Enhancements
City of Palm Springs - Public Works | Principal in Charge
Dilesh provided executive oversight and technical guidance for safety and multimodal enhancements along Indian Canyon Drive. He directed the implementation of pedestrian countdown heads, accessible signals, protected turn phasing, and ADA curb ramp improvements across nine intersections. Under his leadership, the project integrated safety, accessibility, and streetscape improvements to support downtown mobility goals.

Perris Valley Storm Drain Trail, Phase 2
City of Perris | Principal in Charge
Dilesh led design and environmental documentation for a multi-segment Class I trail connecting Nuevo Road to the Metrolink Station. He directed alignment planning, drainage integration, and river crossing design, balancing technical, environmental, and community considerations. His leadership ensured cohesive coordination across multiple disciplines to deliver a regional trail that strengthens multimodal connectivity.

Highway Safety Improvement Program Application and Highway Safety Improvement Program Traffic Signal Improvements
City of Cathedral City | Project Manager
Dilesh managed design and environmental documentation for the HSIP-funded Traffic Signal Improvement Project, which included 20 signalized intersections citywide. He coordinated preparation of environmental documentation, secured Caltrans approvals, and directed design in accordance with Caltrans and City standards. His leadership facilitated expedited approvals and successful project delivery under federal-aid requirements.

North Palm Canyon Drive Curb Extension and LED Crosswalk
City of Palm Springs | Principal in Charge
Dilesh oversaw intersection improvement design and funding coordination for downtown Palm Springs. He led studies and CVAG grant applications, supervised design of traffic signal and street improvements, and managed utility coordination to enhance pedestrian visibility and safety along ten signalized intersections.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Principal in Charge
As Principal in Charge/Project Manager, Dilesh led the one-mile Madison Street Improvement Project, overseeing the coordination of roadway, drainage, environmental, utility, and right-of-way elements. He oversaw alignment studies, geometric refinements, and feasibility analyses to meet General Plan Circulation Element requirements for Indio and La Quinta. He resolved complex right-of-way and shared-corridor conflicts, including negotiating with Imperial Irrigation District to avoid costly relocation of 92KV transmission lines. Dilesh delivered a multi-agency-approved, constructible design while maintaining access for major community events.

GUILLERMO GONZALEZ, PLA, ASIC

SENIOR LANDSCAPE ARCHITECT I LANDSCAPE ARCHITECTURE



EXPERIENCE:
Industry: 13 Years
WEBB: 12 Years

REGISTRATIONS:
Landscape Architect PLA 6294 CA

EDUCATION:
BS, Landscape Architecture
California Polytechnic University, Pomona
AS, Architecture
Riverside Community College

AFFILIATIONS:
American Society of Irrigation Consultants
Irrigation Association

Guillermo Gonzalez is a licensed Senior Landscape Architect with WEBB's Landscape Architecture Department. He has over a decade of experience designing and managing diverse projects across parks and open spaces, streetscapes, and commercial, industrial, institutional, and residential developments. His streetscape design experience emphasizes creating cohesive, pedestrian-oriented environments that enhance mobility, safety, and visual character while integrating infrastructure seamlessly into the public realm. Guillermo thrives in multidisciplinary environments and brings a unique blend of engineering precision and landscape architecture principles, balancing stability, efficiency, and functionality with sustainability, aesthetics, and community impact.

A recognized expert in irrigation planning and design, Guillermo specializes in recycled water systems, guiding projects from conceptual design through construction. He holds a Recycled Water Site Supervisor Certification and serves as a consulting plan checker for Eastern Municipal Water District, where he provides technical guidance across all phases of recycled water planning and contributes to developing district standards and guidelines.

With in-depth knowledge of Southern California flora and a strong command of local and state irrigation regulations, Guillermo ensures regulatory compliance, design integrity, and ecological sensitivity throughout every project phase. He remains actively involved in professional development through the American Society of Irrigation Consultants, where he has served as a panelist speaker and received an honor award for Innovative Irrigation Design Methods with Recycled Water in 2025. He is also involved with the Irrigation Association, contributing to advocacy committees and staying at the forefront of emerging technologies and best practices in sustainable irrigation.

PROJECT EXPERIENCE:

- Civic Center Storm Drain Project and Oasis Street Beautification Project, City of Indio
- EMWD Recycled Water Development Services Plan Check, Eastern Municipal Water District
- Goodman Commerce Center Backbone, Parking Expansion and Bridge Plaza, Goodman Birtcher
- Highway 111 and Oasis Medians, City of Indio
- Green Valley Park City of Perris, Raintree Investment Corporation
- Green Valley Residential Tracts (Various) City of Perris, Raintree Investment Corporation
- Barrington Place Recreation Center, WQ Basin, Streetscape and Model Complex, Frontier Homes
- Stratford Ranch Trail, City of Perris
- Department of Public Social Services, Coachella, County of Riverside
- Riverside Medical Clinic, Dos Lagos, Riverside Medical Clinic
- Harvest Villages III Streetscape, Lennar Homes
- Lake Elsinore Cultural Center, Lake Elsinore
- Talavera Paseos/Streetscape, KB Home
- Indian and Ramona Industrial, IDI Logistics
- Crossroads North Commercial, Regent Properties
- Valley Wide Tracts 31141 and 31142 Streetscape and Basins, Lennar Homes

NICHOLAS LOWE, PE, TE

DEPUTY DIRECTOR | TRAFFIC AND TRANSPORTATION



Nick Lowe, MS, PE, TE, is a Deputy Director with WEBB's Traffic and Transportation Department. Nick assists clients with street improvements, traffic signal upgrades, and signing and striping modifications. He also develops temporary traffic control plans for construction while working closely with public agencies, contractors, and construction managers to safely expedite projects, thus minimizing impacts to traffic and businesses. Nick and his team also currently work with multiple public agencies as on-call engineers to help agencies keep projects moving forward.

In addition, Nick assists other engineers on street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program which assists in transportation improvements for constrained travel areas such as intersection curb returns and driveways. With increasing traffic pressure amid booming growth throughout Southern California, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is active in several industry associations.

Nick also provides grant funding assistance to cities including Carson, Los Angeles, Lake Elsinore, Palm Springs, and Cathedral City and has helped these cities secure nearly $100 million in funding to install bicycle and pedestrian infrastructure, advanced dilemma zone detection, flashing beacons, and left turn phasing at over 50 signalized intersections.

EXPERIENCE:
Industry: 14 Years
WEBB: 13 Years

REGISTRATIONS:
Civil Engineer C 87666 CA
Traffic Engineer TE 3065 CA

EDUCATION:
MS, Civil Engineering
University of Southern California
BS, Civil Engineering
Stevens Institute of Technology

AFFILIATIONS:
Institute of Transportation Engineers
American Society of Civil Engineers
Intelligent Transportation Society of California

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Project Engineer
Nick served as Project Engineer for the CVAG Arts and Music Line, a transformative 15-mile bikeway corridor connecting multiple cities and regional destinations. His contributions included development of protected bicycle facilities, raised crossings, and bicycle signal design to improve user safety and comfort. He also supported grant coordination and innovative design features integrating lighting, sound, and accessibility enhancements. The project successfully secured $36 million in ATP funding, advancing regional multimodal connectivity.

Landau Boulevard at McCallum Way Traffic Signal Intersection Improvements
City of Cathedral City | Project Manager
Nick managed the design of intersection improvements and a new traffic signal at Landau Boulevard and McCallum Way, enhancing safety near a local school. His leadership included oversight of geometric design, pavement reconstruction, ADA-compliant curb ramps, lighting simulations, and signing and striping plans. Nick's comprehensive approach ensured that the project addressed both operational efficiency and pedestrian safety in this high-traffic area.

Indian Canyon Bicycle and Pedestrian Improvements
City of Palm Springs | Project Engineer
As lead Project Engineer, Nick managed design efforts for a major bicycle and pedestrian improvement project in downtown Palm Springs. The work included modifications to more than 20 traffic signals, a one-way to two-way conversion, and design of the City's first signalized scramble crosswalk. Nick directed field reviews, custom curb ramp design for constrained intersections, and stakeholder coordination with City staff and local businesses to ensure safe, context-sensitive mobility improvements.

On-Call Traffic Engineering Services
City of Palm Springs | Project Manager
As Project Manager for the City of Palm Springs' On-Call Traffic Engineering Services, Nick provides leadership in traffic operations, safety studies, and design implementation throughout the City. His role includes directing the preparation and review of traffic control plans, traffic signal modifications, and multimodal improvement designs. Nick's oversight supports the City's continued investment in safe, efficient, and sustainable mobility solutions, while assisting staff with funding strategies, design review, and construction coordination.

Calhoun Street Improvement Project
City of Indio | Project Engineer
Nick prepared signing and striping plans and assisted with street improvement design for Calhoun Street between Dr. Carreon Boulevard and Highway 111. His work improved pedestrian safety and accessibility through new ADA-compliant curb ramps and driveway adjustments, enhancing the connectivity and comfort of this important urban corridor.

Palm Canyon Pedestrian Safety Improvements
City of Palm Springs - Public Works | Project Engineer
Nick led the design for this complex downtown mobility project, which included over 20 signal modifications, pedestrian and bicycle enhancements, and conversion of one-way streets to two-way operation. His work focused on signal coordination, ADA ramp design for constrained conditions, and implementation of the City's first scramble crosswalk. Through extensive collaboration with City staff and stakeholders, Nick helped deliver a safer and more accessible transportation network in the heart of Palm Springs.

Washington Street Connector to Arts and Music Line
City of La Quinta | Civil Plans Lead Engineer
Nick leads the civil design for this multi-use trail project along Washington Street from Eisenhower Drive to Avenue 48, integrating pedestrian, bicycle, and streetscape improvements. The work includes a 14-foot-wide concrete trail, retaining walls, trail-level lighting, and signal modifications with dedicated bicycle phasing. Nick coordinates closely with City staff and local HOAs to balance design aesthetics, safety, and long-term maintenance needs while enhancing connectivity to CVAG's Art and Music Line.

Avenue 50 Widening and Avenue 52 Street Improvements
City of Indio | Project Manager
Nick manages the design of roadway widening and bicycle trail improvements for Avenue 50 and Avenue 52 in the Cities of Indio and La Quinta. He oversees coordination among multiple agencies and utility companies to facilitate undergrounding, drainage, and multi-use path construction along this two-mile corridor adjacent to the Coachella Festival fairgrounds. The project will enhance event traffic flow, regional mobility, and multimodal connectivity for future travel demand.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Project Engineer
Nick served as Project Engineer for the Madison Street Improvements project, preparing traffic signal and signing and striping plans to support corridor widening and intersection upgrades. His work included alignment studies, design documentation, and coordination with multiple agencies to deliver a comprehensive set of Plans, Specifications, and Estimates (PS&E). The project enhanced safety, capacity, and multimodal access along a key arterial connecting the Cities of Indio and La Quinta.

MYUNG CHOO, PE, TE

PRACTICE AREA LEADER | TRAFFIC AND TRANSPORTATION



Myung Choo, PE, TE, is the Practice Area Leader in WEBB's Traffic and Transportation Department. In his role, he develops the technical abilities of the WEBB Team to better assist clients in achieving their traffic and transportation goals. With experience in a wide range of transportation and traffic engineering projects, including street improvements, roundabouts, traffic signals, signing and striping, temporary traffic control, traffic impact analysis, travel demand modeling, and safety analysis, clients will benefit from his extensive knowledge of best practices, design standards, and agency procedures. Among his duties, he presents findings and recommendations on traffic matters to elected officials, municipal commissions, community groups, and the general public. He has experience working throughout Southern California, designing and implementing transportation improvements and cost-effective safety measures.

EXPERIENCE:
Industry: 26 Years
WEBB: 22 Years

REGISTRATIONS:
Civil Engineer C 79651 California
Traffic Engineer TE 2451 California

EDUCATION:
BS, Civil Engineering
University of California, Berkeley

AFFILIATIONS:
Institute of Transportation Engineers

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Design Engineer
As Design Engineer for the Art and Music Line project, Myung led traffic and transportation design efforts for 15 miles of enhanced bikeways across multiple jurisdictions. He prepared design plans for 9 miles of protected bicycle facilities and more than 6 miles of standard bike lanes, focusing on safety, accessibility, and consistent user experience. His work included developing concepts for bicycle signals, raised crossings, corridor lighting, and other features that improve separation from vehicle traffic and support access to major destinations such as the Empire Polo Grounds. Myung provided technical analyses, coordinated with agencies on standards and approvals, and supported the ATP grant by contributing engineering data and design strategies that helped secure $36 million in funding.

Merrimac Way Street, Sidewalk, and Bicycle Facility
City of Costa Mesa | Design Engineer
Myung served as Design Engineer for the design of a multi-purpose trail and cycle tracks along a 0.75-mile length of Merrimac Way between Harbor Boulevard and Fairview Road. This project included an enhanced mid-block crossing, street improvements to reconfigure access to Orange Coast College, and roadway rehabilitation throughout the corridor. This project involved significant public outreach and coordination with Orange Coast College, the City's Bikeway and Walkability Committee, and neighboring residents.

Nohl Ranch Bike and Pedestrian Trail Project Approval and Environmental Documentation Phase
City of Anaheim | Project Manager
Myung served as Project Manager for the preliminary design and environmental documentation phase of a 1-mile long Class I bike path and adjacent pedestrian trail that will begin at the intersection of North Avenida Bernardo and Imperial Highway and end at the intersection of Nohl Ranch Road and Anaheim Hills Road. The objective of this project is to develop a precise alignment and obtain an approved environmental document. The trail design was challenging due to the existing infrastructure, multiple schools and other buildings, existing utilities within the proposed alignment, and the steep topography of the area.

East Broadway Complete Streets
City of Long Beach | Lead Roadway Design
Myung was in charge of preparing street improvement plans, traffic signal modification plans, and signing and striping plans for a two-mile roadway rehabilitation and complete streets project. The proposed design reduces the number of through lanes from four to two, while adding cycle tracks. This project required significant coordination between the City, transit agency (Long Beach Transit), and residents/business owners along the corridor. The roadway design was challenging due to several factors, including a very flat vertical profile (less than 0.25%), abandoned/buried railroad tracks, steep existing cross-slopes (more than 8%), and no additional right-of-way available.

ALLISON EDGERLEY, EIT

ASSISTANT ENGINEER I TRAFFIC AND TRANSPORTATION



Allison Edgerley, EIT, is an Assistant Engineer with WEBB's Traffic and Transportation Department, specializing in roadway design and multimodal transportation improvements. She has supported key projects such as the Old Avenue 48 spur of the Arts and Music Line and the Avenue 50 Street Widening from Jefferson Street to Botella Place, assisting with alignment development, design plans, and drainage and right-of-way coordination. Allison also has experience in water, wastewater, and storm drain facility design, hydrology and hydraulics studies, water quality design, erosion control plans, SWPPP reports, and grading plans, bringing broad civil engineering expertise to her transportation work.

EXPERIENCE:
Industry: 13 Years
WEBB: 13 Years

REGISTRATIONS:
EIT 148920 CA

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona

PROJECT EXPERIENCE:

- Perris Valley Storm Drain Trail, Phase 2, City of Perris, Assistant Engineer
- Arts and Music Line, Coachella Valley Association of Governments, Assistant Engineer
- Avenue 50 Project, City of Indio, Assistant Engineer
- PVSD Channel Trail Phase 2, City of Perris, Assistant Engineer
- District 4 Regional Park Feasibility Study, Riverside County Regional Park and Open-Space District, Assistant Engineer
- Ethanac and Byers Entitlement, Capstone Advisors, Assistant Engineer
- Perris Airport Entitlement, MC Blackacre LLC, Assistant Engineer
- Calimesa Blvd and Singleton Road Entitlement, Birtcher Development, Assistant Engineer
- River's Edge Ranch Entitlement, The River's Edge, Assistant Engineer
- Ackerstone Final Design, Acker-Stone, Assistant Engineer
- Engineering Services Mountain Gate TR 36430-1 and TR 36430-F, D.R. Horton, Inc., Assistant Engineer
- Engineering Services for Romoland Sultanas, Lennar Homes, Inc., Assistant Engineer
- Capstone Advisors Consulting Services, Capstone Advisors, Assistant Engineer
- TR 24203 Boulder Ridge Home Building, KB Home, Assistant Engineer
- Final Eng TR 29997 Mill Creek, Assistant Engineer
- Engineering Services Mountain Gate TR 36430-1F, D.R. Horton, Inc., Assistant Engineer

JAIMEE BOURGEOIS, PE, TE

DEPUTY DIRECTOR | TRAFFIC AND TRANSPORTATION



Jaimee Bourgeois, MS, PE, TE, is a Deputy Director with WEBB's Traffic and Transportation Department. She has extensive experience in traffic engineering, transportation planning, and public works, having leadership roles for public agencies and private firms.

Jaimee is experienced in the design of traffic signals, signing and striping, temporary traffic control, pedestrian hybrid beacons, street lighting, and bicycle infrastructure, ranging from Class I to Class IV bikeways. She prioritizes the safety of vulnerable road users while also considering liability risk for the client. Her technical expertise also includes signal operations, and the operations of a traffic management center. She has prepared numerous engineering and traffic surveys (E&TS) supporting posted speed limits and is well-versed in Assembly Bill 43 and 382.

Jaimee's expertise is rounded off with her experience in transportation planning. She has led major transportation projects and initiatives, including but not limited to traffic impact studies, active transportation plans, local roadway safety plans, transit need assessments, vehicle miles traveled (VMT) analysis, traffic impact fee nexus studies, grant applications, and parking studies; as well as feasibility and preliminary engineering studies for infrastructure improvements.

As it relates to all aspects of her technical expertise, Jaimee's strongest attribute is her ability to effectively engage with members of the community, local and regional agency staff, and elected officials. She can simplify very technical topics, actively listen with a sympathetic ear, and develop practical solutions.

EXPERIENCE:
Industry: 27 Years
WEBB: 1 Year

REGISTRATIONS:
Civil Engineer C 66261 CA
Traffic Engineer TE 2311 CA

EDUCATION:
MS, Civil Engineering
University of California, Davis
BS, Civil Engineering
University of California, Davis

AFFILIATIONS:
WTS
Orange County and Inland Empire Chapters
Orange County Traffic Engineering Council
Institute of Transportation Engineers

Jaimee's leadership extends beyond engineering. She has served as Director of Public Works and Transportation for a major municipality, overseeing over 150 employees and a multimillion-dollar operating budget. She is committed to fostering innovation, collaboration, and sustainable transportation solutions. Jaimee's ability to integrate technical expertise with strategic planning ensures that projects enhance community safety, mobility, and overall quality of life.

PROJECT EXPERIENCE:

On-Call Traffic Engineering Services
City of Lake Elsinore | Project Engineer
Jaimee is assisting the City of Lake Elsinore with various traffic engineering services, including Engineering and Traffic surveys, signing and striping design for Summerhill Road, Caltrans encroachment permit processing and design of a new traffic signal, plan checking, and various operational and safety assessments.

On-Call Traffic Engineering Services
City of Carson | Project Manager
Jaimee is assisting the City of Carson with various traffic engineering services, including the Lincoln Village Neighborhood Traffic Management Plan, the traffic analysis and conceptual traffic design for the proposed Carson Mobility Hub, multi-way stop warrant analysis, sight triangle exhibits, plan checking and various operational and safety assessments.

On-Call Traffic Engineering Services
City of Beverly Hills | Project Manager
Jaimee assisted the City of Beverly Hills on a variety of traffic engineering tasks, including pedestrian safety assessments, plan checking services, conceptual intersection modifications, signing and striping and signal design, bikeshare program development, and Class I bike facility conceptual design at roadway crossings.

Plan Checking Services
City of Irvine | City Traffic Engineer and Deputy Director of Transportation
As staff for City of Irvine for over eight years, Jaimee routinely completed plan reviews. Traffic control plans were submitted to the City as part of encroachment permit applications for utility work and special events. Signing and striping and traffic signal plans for capital improvement projects were submitted to the City or prepared in-house. Efforts included review and preparation of plan checking or internal QAQC review comments for numerous projects, ensuring that the work complied with the California Manual on Uniform Traffic Control Devices.

Flashing Yellow Arrow Protective Permissive Signal Phasing Project
City of Irvine | Deputy Director of Transportation
Jaimee was responsible for the development and completion of a new City of Irvine Capital Improvement Project that involved (1) identifying locations for the implementation of Flashing Yellow Arrow (FYA) protected-permissive signal phasing; (2) creating plans, specifications and engineer's estimate for construction; (3) gaining approval by the Transportation Commission and City Council for implementation; (4) constructing the improvements; (5) creating a signal timing strategy; and (6) conducting a before-and-after study. The project was a success and eventually extended into a second phase.

Rectangular Rapid Flashing Beacon Implementation
City of Irvine | Deputy Director of Transportation and Director of Public Works
Jaimee was responsible for submitting a successful grant application for Highway Safety Improvement Program (HSIP) grant funding to install Rectangular Rapid Flashing Beacons at seven locations in the City of Irvine: Venta Spur Trail and Amargosa, Arborwood and Canyon View Elementary, San Carlo and San Marino, San Diego Creek Trail and Creek Road, Dove Creek and Foxchase, Shady Canyon and Quail Hill South, and Shady Canyon and Quail Hill East. The grant application included the design for the RRFBs, as well as accompanying signing and striping improvements, and an engineer's cost estimate. Following award of the grant, efforts included bidding the project and constructing the improvements.

Citywide Engineering and Traffic Surveys (E&TS)
City of Irvine | Director of Public Works
Jaimee was responsible for the citywide speed limit program, involving over 300 roadway segments. Prepared E&TS for each respective segment and evaluated opportunities for speed limit reductions in conformance with the California Vehicle Code, the California Manual on Uniform Traffic Control Devices, and Assembly Bill 43. Prepared staff reports and presented findings to City of Irvine Transportation Commission and City Council annually.

Vehicle Miles Traveled Impact Guidelines
City of Irvine | Deputy Director of Transportation
Following the State of California's adoption of Senate Bill 743, Jaimee was responsible for developing policies and procedures for assessing transportation-related environmental impacts caused by projects within City of Irvine. Efforts included the identification of screening criteria, thresholds of significance, and mitigation procedures. Staff recommendations were then presented to the Transportation Commission and City Council for adoption prior to the June 30, 2020, deadline.

SON LE

PROJECT ENGINEER | TRAFFIC AND TRANSPORTATION



Son Le is a Project Engineer with WEBB's Traffic and Transportation Department. He specializes in designing temporary traffic control, new and modified traffic signals, street lighting, and roadway signing and striping. He is highly knowledgeable about industry design standards, and he is often asked to support projects that are on a tight deadline or require creative solutions. Son is a dedicated engineer with a superb work ethic and customer satisfaction record. His roles have included working on projects independently to completion or as a member of a team. Son's background, knowledge, and experience is weighted toward relevant safety standards pertaining to civil engineering, particularly with respect to transportation safety.

EXPERIENCE:
Industry: 16 Years
WEBB: 8 Years

EDUCATION:
BS, Civil Engineering
California State University, Long Beach

PROJECT EXPERIENCE:

Highway Safety Improvement Program Application and Traffic Signal Improvements
City of Cathedral City | Project Engineer
As Project Engineer, Son contributed to the HSIP-funded Traffic Signal Improvement Project by preparing key signal design elements and ensuring they met Caltrans and City requirements. He assisted with environmental documentation and coordinated technical inputs for federal-aid submittals. His attention to detail and ability to work efficiently under tight timelines supported the project's successful progression.

Landau Boulevard at McCallum Way Traffic Signal Intersection Improvements
City of Cathedral City | Project Engineer
Son supported the design of intersection improvements and a new traffic signal at Landau Boulevard and McCallum Way, enhancing safety near a local school. He assisted with geometric design, signal components, lighting, and signing and striping plans in accordance with City standards. His technical accuracy and responsiveness contributed to a smooth and efficient design process.

On-Call Traffic Engineering Services
City of Palm Springs | Project Engineer
As Project Engineer, Son supported the City of Palm Springs' traffic engineering services by reviewing signing and striping, traffic signal, and traffic control plans to ensure compliance with applicable standards and safe roadway operations. He prepared temporary traffic control plans for special events and city improvement projects, coordinating with City Staff to maintain efficient traffic flow and minimize disruptions to the public. His technical reviews and planning support helped facilitate timely approvals and safe implementation of traffic management strategies across multiple projects.

On-Call Traffic Engineering Services
City of Lake Elsinore | Project Engineer
As Project Engineer, Son supported the City of Lake Elsinore's traffic engineering services by reviewing signing and striping, traffic signal, and traffic control plans for compliance with applicable standards and City requirements. He prepared engineered signing and striping, traffic signal, and traffic control plans for various municipal improvement projects, applying established traffic engineering practices to enhance roadway safety and operational efficiency. His technical coordination and plan development contributed to streamlined project approvals and effective implementation of traffic management improvements throughout the City.

On-Call Engineering Services
City of Indio | Project Engineer
As Project Engineer, Son supported engineering services for the City of Indio by reviewing signing and striping, traffic signal, and traffic control plans to ensure compliance with applicable standards and safe roadway operations. He also assisted City Staff in addressing public concerns and complaints related to traffic safety and roadway conditions, providing technical insight to inform responsive solutions. His reviews and coordination efforts supported efficient project implementation and helped maintain effective communication between the City and the community.

ERIC LEWIS, PE, TE

ACTIVE TRANSPORTATION SPECIALIST | TRAFFIC AND TRANSPORTATION



Eric Lewis, PE, TE, is an Active Transportation Specialist with WEBB's Traffic and Transportation Department. He previously served as City Traffic Engineer for the Cities of Fontana and Moreno Valley for a combined 18 years, where he led the design and delivery of numerous traffic engineering projects, managed day-to-day traffic operations and programs, and contributed to multidisciplinary teams advancing Capital Improvement Plan projects. He has extensive expertise in developing transportation-related grant applications, including HSIP, ATP, CMAQ, SB821, MSRC, and Caltrans Sustainable Transportation Planning grants.

Eric's technical capabilities include safety and mobility analysis in rural and urban environments, active transportation and safety planning, traffic signal design and modifications, signing and striping plans, corridor planning and alignment studies, traffic calming, engineering and traffic surveys, and traffic operations. He has also served as an Expert Witness, preparing comprehensive reports and technical documentation for public agency cases throughout Riverside, San Bernardino, Los Angeles, and San Diego counties.

EXPERIENCE:
Industry: 37 Years
WEBB: 6 Years

REGISTRATIONS:
Civil Engineer C 68819 CA
Traffic Engineer TE 1931 CA

CERTIFICATIONS:
Bicycle Facility Design, National Highway Institute

EDUCATION:
BS, Civil Engineering/Transportation Engineering
California State University, Long Beach

AFFILIATIONS:
Institute of Transportation Engineers
American Public Works Association
American Society of Civil Engineers
Inland Empire Biking Alliance, President
Riverside Bicycle Club, Public Relations Board Member

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Technical Advisor
Serving as a Technical Advisor from project initiation, Eric supported the development of multimodal design concepts for the 15-mile Arts and Music Line corridor. He provided technical review and recommendations on bikeway facility types, safety features, and corridor operations to ensure the project's active transportation components aligned with CVAG's goals and design standards. Additionally, Eric served as the primary author for the Active Transportation Guidelines used in the Coachella Valley prepared for CVAG.

Perris Valley Storm Drain Trail, Phase 2
City of Perris | Technical Advisor
As Technical Advisor, Eric supported the development of multimodal improvements along the PVSD Channel Trail, providing guidance on trail alignment, design alternatives, and active transportation elements. He also supported coordination with multiple agencies, including Flood Control, Caltrans, RCA, and Wildlife Agencies, helping advance a complex, environmentally sensitive project that enhances regional connectivity.

Avenue 50 Widening and Avenue 52 Street Improvements
City of Indio | Technical Advisor
As a Technical Advisor, Eric provided targeted active transportation input to support the design of roadway widening and multimodal improvements along the Avenue 50 and Avenue 52 corridors. His involvement included offering recommendations to ensure safe and efficient accommodations for people walking and biking. Eric collaborated with the broader project team and coordinating agencies to confirm that active transportation considerations were appropriately incorporated into this complex, multi-jurisdictional corridor.

On-Call Traffic Engineering Services
City of Indio | Project Engineer
Eric supported the City of Indio through on-call traffic engineering assistance, offering technical review of active transportation concepts, preparation of traffic safety related grant preparation, and corridor-level operational issues. His guidance helped the City advance safe and context-sensitive improvements across its roadway network.

JEFFREY HUTCHINS, PLA

MANAGER | LANDSCAPE ARCHITECTURE



Jeff Hutchins, PLA, is the Manager of WEBB's Landscape Architecture Department with over 35 years of experience designing resilient, community-focused open spaces across Southern California. A licensed Landscape Architect, he brings a balanced approach that blends creative vision with technical precision to deliver sustainable, maintainable, and impactful projects.

Jeff manages projects from concept through construction, overseeing client coordination, environmental review, site analysis, material selection, cost estimating, and QA/QC. He excels in integrating site-specific solutions with long-term functionality, ensuring that design, budget, and constructability align from the outset. His leadership supports seamless collaboration across WEBB's interdisciplinary teams and leverages advanced design tools to achieve cohesive, high-quality outcomes.

His portfolio includes iconic civic spaces such as SoFi Stadium, Dodger Stadium, the LA Zoo, and the George Lucas Museum of Narrative Art, as well as parks, greenways, and educational campuses. Jeff is known for transforming infrastructure into public assets, turning roadways into trails, linking public works with park systems, and designing parks that incorporate sustainable funding and programming models.

He has extensive experience with both K–12 and higher education institutions, including work with the LA Community College District, and regularly partners with public agencies and nonprofits to create outdoor environments that support student health and academic success.

As a department leader, Jeff mentors staff, elevates design standards, and advances WEBB's landscape practice. His commitment to sustainability and real-world solutions ensures every project is not only visionary but buildable and enduring.

EXPERIENCE:
Industry: 39 Years
WEBB: 6 Years

REGISTRATIONS:
Landscape Architect PLA 3815 CA

EDUCATION:
BS, Landscape Architecture
California State Polytechnic University, Pomona

AFFILIATIONS:
American Society of Landscape Architects
Vice President of Programs (2013)
Southern California Chapter
Treasurer (2004-2009)
California State Polytechnic University, Pomona Landscape Architecture
Advisory Board Member (former)
UCLA Landscape Architecture Extension
Advisory Board Member (former)

PROJECT EXPERIENCE:

Civic Center Storm Drain and Oasis Street Beautification Project
City of Indio | Landscape Architecture Lead
The City of Indio faced recurring downtown flooding issues while simultaneously seeking to elevate the civic core's identity and pedestrian experience. WEBB delivered an integrated solution that paired critical storm drain infrastructure with streetscape and landscape enhancements aligned with the Downtown Specific Plan. Jeff Hutchins led the landscape architecture effort, coordinating closely with transportation and water resources engineers to seamlessly integrate stormwater BMPs into highly visible public spaces. Rain gardens, native plantings, and a reimagined Marshall Park basin transformed utilitarian drainage features into an amenity-driven desert stream aesthetic. WEBB also supported the City in securing $4.1 million in State Urban Flood Protection Grant funding, helping offset construction costs. When the city manager's requests expanded the project scope and doubled construction costs, the team maintained schedule discipline and delivered an accelerated PS&E package without compromising design quality. The result is a resilient, attractive downtown corridor that addresses flooding, enhances mobility, and strengthens community pride.

Arts and Music Line
Coachella Valley Association of Governments (CVAG)
The Arts and Music Line represents one of the Coachella Valley's most ambitious active transportation investments, spanning approximately 15 miles across multiple jurisdictions. WEBB played a key role in delivering preliminary

design, grant support, and final PS&E for this $70 million regional bikeway system. Jeff Hutchins contributed to the development of innovative landscape and streetscape elements that elevate the user experience beyond standard bicycle facilities. The project integrates protected Class I and Class IV bikeways, artistic lighting, patterned pavement, and enhanced crossings to improve safety and visibility. WEBB also supported the successful ATP grant application that secured $36 million in funding. Coordination across cities, the County, tribal lands, and state agencies was critical to maintaining consistency and schedule. The result is a regionally connected, visually distinctive corridor serving schools, disadvantaged communities, and the broader CV Link system.

Baldwin Hills Greening Study
Los Angeles Neighborhood Initiative (LANI) | Project Manager
Jeff Hutchins served as Project Manager for the Baldwin Hills Greening Study, coordinating closely with the Los Angeles Neighborhood Initiative (LANI) and community stakeholders while maintaining the project budget and schedule. He led periodic design reviews, evaluated graphic presentations and buildability, and prepared cost estimates to ensure each recommendation was technically feasible and aligned with community priorities. Jeff guided multidisciplinary design coordination to develop green infrastructure solutions, including a pedestrian bridge over La Brea Avenue, protected bike lanes, elevated sidewalks, planted medians for stormwater management, and durable retaining wall enhancements. His leadership translated extensive public input into seven actionable, implementable strategies that advanced safety, connectivity, and long-term neighborhood resilience.

Mecca Neighborhood Park and Greening Project – Triangle Park
County of Riverside | Project Team Member
The County of Riverside sought to transform a small, underutilized triangular parcel into meaningful space for the Mecca community. WEBB supported the effort through the design and implementation of a neighborhood park funded by the Urban Greening Grant Program. Jeff Hutchins contributed to landscape and corridor enhancements that introduced drought-tolerant planting, decomposed granite pathways, decorative paving, and welcoming park amenities. Adjacent street improvements added sidewalks, trees, and irrigation systems to improve walkability and safety. The team worked closely with stakeholders and contractors to ensure the project met grant requirements and long-term maintenance goals. Despite the site's limited size, the design maximized usability and visual impact. The completed park now serves as a community gathering space while contributing to environmental sustainability and neighborhood identity.

Washington Street Connector to Arts and Music Line
City of La Quinta | Landscape Architecture Lead
The City of La Quinta identified a critical gap in its active transportation network along Washington Street, limiting safe, non-motorized connectivity. WEBB was engaged to design a new Class I multi-use path connecting Avenue 48 to Eisenhower Drive and tying into the regional Arts and Music Line. Jeff Hutchins led the landscape architecture and pathway design, balancing grading, drainage, lighting, and intersection challenges within a constrained corridor. The team coordinated extensively with City Staff, HOAs, and adjacent property owners to address access, safety, and aesthetic concerns. Design solutions were carefully aligned with the City's 2035 General Plan vision while supporting regional CVAG mobility goals. WEBB's approach emphasized pedestrian, bicyclist, and golf cart usability, creating a truly multimodal facility. The project strengthens regional connectivity while enhancing the streetscape character of a key arterial corridor.

JESSIE COREA, PLA

ASSOCIATE LANDSCAPE ARCHITECT | LANDSCAPE ARCHITECTURE



Jessie Corea is a landscape architect with over ten years of experience delivering commercial, industrial, land development, and public park projects. His expertise spans all phases of project delivery, from schematic design and design development through construction documentation, ensuring cohesive, well-managed, and site-responsive outcomes.

Jessie's approach is rooted in collaboration. He works closely with clients, multidisciplinary teams, and community stakeholders to create landscapes that are functional, resilient, and reflective of the communities they serve. His designs are informed by a strong understanding of site-sensitive planning, construction methodologies, and budget-conscious strategies, allowing him to craft thoughtful solutions that balance aesthetics with technical feasibility.

Jessie's project management style emphasizes clear communication and teamwork throughout the entire project lifecycle, ensuring that all aspects such as programming, budget, environmental compliance, and schedule are aligned and executed efficiently. His ability to manage complex stakeholder input and deliver high-quality outcomes makes him a valuable asset to any public space or conservation-focused project.

EXPERIENCE:
Industry: 13 Years
WEBB: 8 Years

REGISTRATIONS:
Landscape Architect 6840 CA

EDUCATION:
BS, Landscape Architecture
California State Polytechnic University, Pomona
AA, Liberal Arts
Chaffey Community College
AA, Math/Sciences
Chaffey Community College

AFFILIATIONS:
International Council of Shopping Centers
American Society of Landscape Architects

PROJECT EXPERIENCE:

Western Gage Median Park
Los Angeles Neighborhood Initiative | Lead Project Designer
As Lead Project Designer, Jessie helped manage and guide the landscape architecture team through the design of the Western and Gage Pocket Park in South Los Angeles. The project addressed long-standing issues of pedestrian disconnection, safety, and lack of accessible green space at the intersection of Western and Gage Avenues. Grounded in extensive community engagement, Jessie helped capture residents' concerns about traffic safety, inadequate public amenities, and the need for welcoming and equitable spaces. LADOT and LAPD traffic studies confirmed the intersection's hazards caused by traffic congestion, freeway spillover, and poor pedestrian infrastructure, which were strongly echoed by local stakeholders. Jessie's project management approach ensured effective coordination among community members, city departments, and technical consultants. The final design reflects both the functional requirements and the lived experiences and aspirations of the South LA community it serves.

Skid Row Connectivity and Safety Project, Active Transportation Program Applications
Los Angeles Neighborhood Initiative | Project Manager
Jessie served as Project Manager for the Skid Row Connectivity and Safety Project, a transformative active transportation effort in Downtown Los Angeles that addressed long-standing issues of disconnection, blight, and underinvestment. The project improves mobility, safety, and equity for pedestrians, cyclists, residents, and businesses throughout the neighborhood. The proposed improvements included over 23,000 linear feet of Class IV bike lanes, new bike infrastructure such as racks, lockers, bike share and e-bike stations, significant sidewalk reconstruction and widening, 76 upgraded ADA ramps, 57 enhanced crosswalks with safety features, hydration stations, urban street furniture, and the planting of 500 street trees along nearly 10,000 linear feet of road diet implementation. Jessie collaborated closely with WEBB's Traffic and Transportation team to develop a comprehensive Active Transportation Program grant application booklet for the City of Los Angeles 14th District and the Los Angeles Neighborhood Initiative. His project management responsibilities included coordinating cross-discipline input, organizing stakeholder meetings, leading site planning efforts, and producing high-quality graphics and visual communication materials. The final deliverable presented a compelling vision for a safer and more connected Skid Row corridor.

Rancho Las Flores Park Expansion
City of Coachella | Project Manager
As Project Manager, Jessie led WEBB's Landscape Architecture team in the design and delivery of a 15-acre expansion to Rancho Las Flores Park, creating a vibrant, inclusive, and culturally reflective public space for the City of Coachella.

Jessie directed a robust community outreach process to engage residents and stakeholders, resulting in a concept grounded in three guiding principles: inclusion, connectivity, and expansion. The design integrates Coachella's local history, regional identity, and artistic character while addressing the community's diverse recreational needs.

Throughout all project phases, from schematic design through construction documentation, Jessie ensured seamless coordination among interdisciplinary teams, including civil, structural, and MEP consultants and city representatives. His leadership kept the project on schedule and aligned with city objectives and community expectations.

UCLA Extension Instructor
University of California, Los Angeles | Landscape Architecture Program
As an Instructor for the UCLA Extension Landscape Architecture Program, Jessie applies strong project management principles within an academic and design-focused setting. He is responsible for developing and managing the entire course curriculum, ensuring alignment with both academic goals and real-world professional practices.

Jessie oversees all aspects of course execution including scheduling, resource planning, and coordination with external agencies, public sector clients, and community stakeholders involved in student-led design projects. He also identifies and invites guest speakers, manages interdisciplinary critiques, and facilitates meaningful engagement between students and industry professionals.

Beyond managing logistics, Jessie mentors students through complex design challenges, providing structured feedback to help them meet course milestones, grasp professional expectations, and refine their individual design voices.

His ability to lead diverse groups including students, instructors, and external partners demonstrates strong skills in team leadership, stakeholder engagement, and collaborative problem-solving. This experience directly informs his project management approach in practice where he applies clarity, accountability, responsiveness, and creative leadership to deliver successful outcomes.

VICTORIA STOVER

LANDSCAPE DESIGN INTERN I LANDSCAPE ARCHITECTURE



Victoria Stover is a Landscape Design Intern with WEBB's Landscape Architecture Department, bringing a background in ecological science and native plant design to support the delivery of public infrastructure and open space projects. She is currently pursuing a Landscape Architecture Certificate and holds a Bachelor of Science in Wildlife Conservation and Management, providing a strong foundation in plant ecology, habitat assessment, and environmental compliance.

Victoria supports landscape architects in the preparation of conceptual and technical deliverables, including planting plans, site plans, and presentation graphics. She contributes to site analysis, plant selection research, and coordination efforts, helping ensure designs reflect local climate conditions, native plant communities, and project goals. Her experience spans both office-based design support and field-based monitoring, allowing her to bridge technical design with real-world implementation.

She also brings prior experience in biological monitoring, habitat restoration, and regulatory compliance through roles supporting environmental consulting teams and public agencies. Her background in vegetation surveys, species identification, and ecological reporting supports WEBB's ability to deliver sustainable, context-sensitive landscape solutions.

Victoria brings hands-on experience in native habitat restoration, biological monitoring, and ecological assessment throughout California. Her background includes vegetation surveys, species identification, habitat evaluation, and native plant horticulture, providing valuable insight into plant selection and sustainable landscape design. This experience strengthens her ability to develop planting concepts that reflect local environmental conditions and project goals.

EXPERIENCE:

Industry: 8 Years
WEBB: 1 Years

CERTIFICATION:

Certified Native Plant Landscaper, Theodore Payne Foundation
AIM Certified (Assessment, Inventory, and Monitoring)
D/IIRH Certified (Rangeland Health Assessment)

EDUCATION:

Bachelor of Science, Wildlife Conservation and Management
California State Polytechnic University, Humboldt
Landscape Architecture Certificate (In Progress)
University of Los Angeles Extension
I Anticipated Oct 2026

Proposal

Professional Design Services for the 4th Street Corridor Beautification Project

Submitted: July 9, 2026

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ERSC

July 9, 2026

Local Office:
1861 W. Redlands Blvd.
Redlands, CA 92373
(909) 890-1255, info@erscinc.com

Evaluation Period Contact:
Ben Booth, PE
Project Manager
(909) 890-1255 x116
bbooth@erscinc.com

City of Perris - Development Services Department
135 North D Street
Perris, California 92507

Attn: Rafael Garcia

RE: Professional Design Services for the 4th Street Corridor Beautification Project

Dear Mr. Garcia,

Engineering Resources of Southern California, Inc. (ERSC) is pleased to submit our design services proposal to the City of Perris (City) as a qualified and experienced consultant to provide professional design services for the subject project. Based on our review of the RFP, field visit, and experience in roadway design and beautification, we have developed a thorough understanding of the scope of services. We are prepared to provide outstanding service to the City.

Lori Askew, Director of Engineering, ERSC Principal-in-Charge
Lori Askew will serve as ERSC's Principal-in-Charge during the term of a potential agreement with the City. She has over 30 years of experience in Civil Engineering design and management for Public Works projects. She spent 20 of those years as a municipal employee, so she understands the intricacies of working in a local agency.

Ben Booth, PE, QSD, Engineer V, ERSC Project Manager
Ben has served as a Senior Civil Engineer for the City of Highland, managing the City's CIPs and roadway projects in both design and construction, and overseeing consultants performing conceptual design services. His ERSC tenure includes eight years of experience overseeing both conceptual and final design roadway projects for new alignments and rehabilitation of existing roadways.

Scott Rice, President, RHA Community Works – Landscape Architects
RHA Community Works (RHACW) recently integrated the expertise of Community Works Design Group with RHA Landscape Architects. Scott and his team offer a combined team of deep local knowledge of the City of Perris and a specialized focus on regenerative, community-driven design for streetscapes for high-profile corridors. ERSC has partnered with RHACW to lead all beautification elements and community outreach for the 4th Street Beautification project.

The following projects demonstrate our team's capabilities and experience that are identical to the 4th Street Beautification project:

1. **City of Temecula – Overland Drive Widening:** ERSC prepared conceptual and final design services for 1,000 feet of roadway widening for Overland Drive, a secondary arterial roadway, consistent with the City's Uptown Specific Plan elements. ERSC's team, including RHA Community Works as our landscape architect, conducted the preliminary right-of-way analysis, traffic studies, bike lane striping layouts, decorative street lights, enhanced crosswalks and paver curb ramps, street tree planting and irrigation, signing and striping, and traffic signal improvements for the project.
2. **City of San Bernardino – State Street Extension/University Parkway Project:** ERSC led the design of 2,300+ feet of a new roadway for State Street/University Parkway, which included preparation of conceptual roadway sections and alignment geometry, right-of-way analysis, and final PS&E design services. ERSC partnered with RHA Community Works to develop the landscape and irrigation designs for the new raised median, roadway side slopes, and parkway to embellish the corridor with a continuous greenbelt from Base Line to 16th Street.
3. **RHACW Beautification Projects:** RHA Community Works has a deep understanding of corridor beautification projects, including but not limited to:
   a. City of Carson, Streetscape Master Plan
   b. City of Indian Wells, Safer Streets Phases 1 and 2
   c. City of Moreno Valley, Alessandro Blvd Medians/City Entry Monuments
   d. City of Perris, Perris Downtown Streetscape Project

RHACW has significant experience working with the City of Perris, providing their services for 11+ projects, including Civic Center Landscape Improvements (2022), Paragon Skate Park (2022) and Perris Green City Farm (2021).

By selecting ERSC's team, the City will benefit from our wealth of knowledge and experience, and we are confident we can go above and beyond to deliver exceptional service.

We have read, understood, and agree to all terms of the RFP, PSA, addendum issued by the City. We look forward to the possibility of working with the City and thank you for the opportunity to submit this proposal. If you have any questions or require additional information, please contact Ben Booth at bbooth@erscinc.com, (909) 890-1255, ext. 116, or me at laskew@erscinc.com, (909) 890-1255, ext. 110.

Respectfully submitted,

Lori J Askew
Director of Engineering

Ben Booth, PE, QSD
Engineer V – Project Manager

Statement of Understanding & Approach

PROJECT UNDERSTANDING AND APPROACH

ERSC has reviewed the project details for the 4th Street Corridor Beautification Project as described in the City of Perris' Request for Proposals (RFP). The primary project goal is to complete a conceptual beautification design along 4th Street that enhances the attractiveness of approximately 1.7 miles of public right-of-way from 7th Street to Redlands Avenue, including sidewalk improvements, decorative crosswalk improvements, raised landscape medians, trash receptacles, pole banners, entry monument signs, and parkway landscape improvements. As part of the concept design process, the City is seeking assistance with public engagement, in which the selected consultant will attend two City events to receive public input and present preliminary beautification concepts to the Public Works Committee and City Council.



The 4th Street corridor between 7th Street and Redlands Avenue is:

- A Primary Arterial roadway designation per the City's Circulation Element, designated as a truck route, part of SR-74, and serves multiple bus stop locations for RTA.
- A four-lane divided roadway with a two-way left-turn lane with a posted speed limit ranging between 35 mph and 45 mph. The corridor has Class III shared bike "sharrow" markings and prohibits street parking with "No Stopping Anytime" signage.
- Located within Downtown Perris Specific Plan area.
- Experiencing routine high-volume traffic and is a high-profile street fronting the Perris Valley Historical Museum, Downtown Perris Metrolink Train Station, Perris Elementary School, local businesses, and residential homes, attracting the attention of residents and community constituents.
- Inclusive of eight signalized intersections with striped crosswalks.

Overall Corridor Right of Way Limits

Observation

Based on ERSC's initial research of available right-of-way documents, the majority of 4th Street has a development mix of commercial and residential properties (approximately 1950s era) built with little to no setback from right-of-way. This poses a challenge for creating a continuous green belt of parkway landscaping along 4th Street.

Approach

ERSC already reviewed the right-of-way documents from Caltrans and the County Surveyor's Office as part of our proposal QA/QC. Our team will develop a map showing the limits of where parkway landscape improvements can and cannot be developed. Furthermore, ERSC and RHA Community Works (RHACW) will strategize which areas are viable based on practical locations for installing water meter services, irrigation controllers, electrical power feed points, and irrigation piping for greenbelt landscaping.

D Street Decorative Improvements

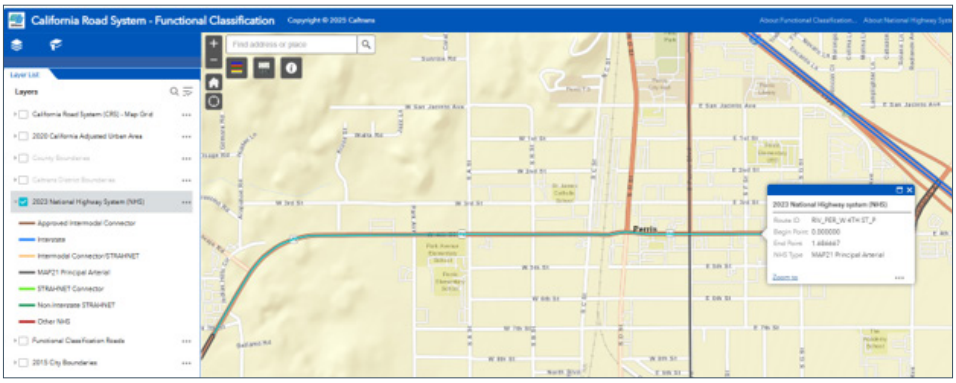
Observation

Based on ERSC's review of the project site, there are multiple decorative improvements on D Street, including pavers for enhanced crosswalks, decorative posts for traffic signals and street lights, seating areas, monument signs, street trees, and landscaping. This appears to be consistent with the Downtown Perris Specific Plan.



Approach

RHACW is uniquely prepared to lead the conceptual development of shade-tree lined parkways and native landscaping palettes that meet the City's goals for drought resilience and reduced maintenance. RHACW will prepare three distinct conceptual design themes that are consistent with the elements of the Downtown Perris Specific Plan and D Street improvements to extend these enhanced right-of-way and greenbelt features to 7th Street and Redlands Avenue. RHACW will also develop high-impact monumentation concepts that ensure proposed arched overhead entries and identification signage will serve as iconic landmarks for the City of Perris.



SR-74 Caltrans Jurisdiction

Observation: The project limits are located within SR-74, and 4th Street is identified on Caltrans' California Road System map as a 2023 National Highway System Principal Arterial roadway. Usually, any planning and design project on the National Highway System would require Caltrans oversight and approval before the procurement phase. However, ERSC is aware that Caltrans relinquished this segment of Hwy 74 to the City in 2009. Therefore, the City may not be subject to the Caltrans approval process like typical projects on the National Highway System.

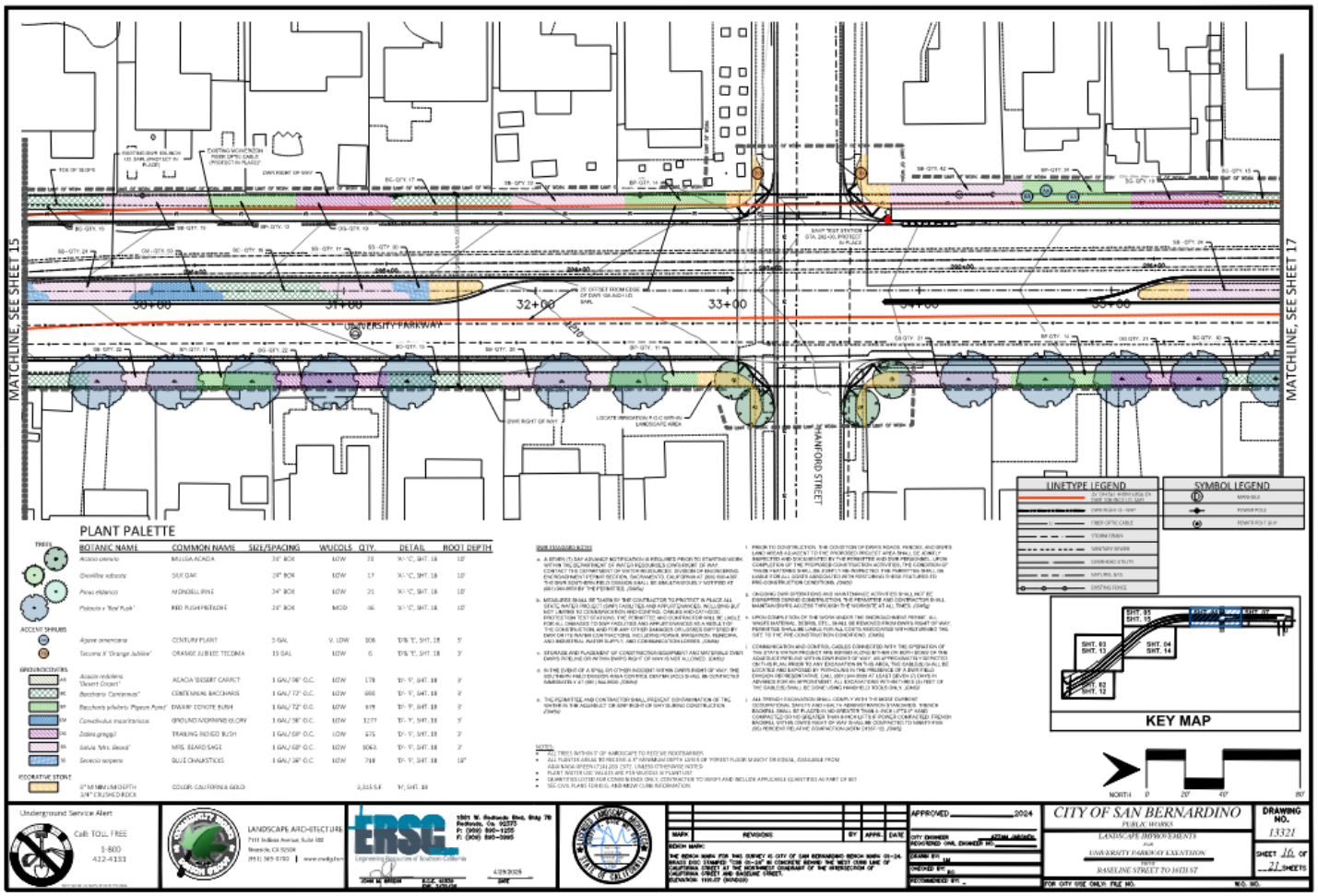
Approach: ERSC will work closely with City staff and the Caltrans District 8 Office as needed to verify Caltrans has no required oversight for the City's 4th Street Beautification Project. This will be discussed during the project's design kickoff meeting.

ERSC & RHA Community Works' Similar Corridor Beautification Experience

ERSC and RHACW have partnered on very similar street beautification projects. We understand the design AND feasibility of these types of projects, which allows us to pinpoint common pitfalls, such as right-of-way limitations, traffic and roadway geometric conflicts, utility conflicts, irrigation water or power limitations, and landscape maintenance issues. The following projects demonstrate the capabilities and experience of ERSC and RHACW that are identical to Perris's 4th Street Beautification project:

1. City of Temecula – Overland Drive Widening: conceptual and final design phases for widening 1,000 feet of Overland Drive, a secondary arterial roadway, consistent with the City's Uptown Specific Plan elements. ERSC's team, including RHA Community Works as our landscape architect, conducted the preliminary right-of-way analysis, traffic studies, and striping layouts, utility relocation process, prepared final design for the roadway widening, decorative street lights, enhanced crosswalks and paver curb ramps, street tree planting and irrigation, signing and striping, and traffic signal improvements for the project.
2. City of San Bernardino – State Street Extension/University Parkway Project: ERSC led the design of 2,300+ feet of a new segment of roadway for State Street/University Parkway, which included preparation of conceptual roadway sections and alignment geometry, and final design for raised medians and street improvements, traffic signal, signing and striping, street lighting, and storm drain

improvements. ERSC partnered with RHACW to develop the landscape and irrigation designs for the new raised median, roadway side slopes, and parkway to embellish the corridor with a continuous greenbelt from Base Line to 16th Street.



3. Corridor beautification projects led by RHA Community Works include:
   a. City of Carson Streetscape Master Plan
   b. City of Indian Wells Safer Streets Phases 1 and 2
   c. City of Montclair Mills Avenue Median Landscape
   d. City of Moreno Valley Alessandro Blvd Medians/City Entry Monuments
   e. City of Perris Perris Downtown Streetscape Project





SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT, FAMILIARITY WITH PROJECT, ADMINISTRATION, AND MEETINGS

ERSC will provide overall project management and coordination services throughout the design phase. ERSC will facilitate meetings and prepare agendas and meeting minutes. This task includes invoicing, filing, schedule updates, coordination with subconsultants, and other administrative tasks needed to keep the work moving efficiently. RHACW will manage all landscape-related coordination to ensure the design aligns with the Downtown Specific Plan and the Raised Curb Feasibility Study. At the project kick-off meeting, RHACW will confirm aesthetic goals and cost limitations.

Public Engagement: RHACW will also lead the design presentation at two City-designated community events to gather resident feedback on preferred themes. We will be available to present conceptual progress to the Beautification and Public Works Committee and City Council for final approvals.

Deliverables:

- (1) internal kick-off meeting and (2) progress design meetings with City staff.
- (2) community event meetings held by the City.
- (1) Public Works Committee meeting.
- (1) City Council meeting with presentation.

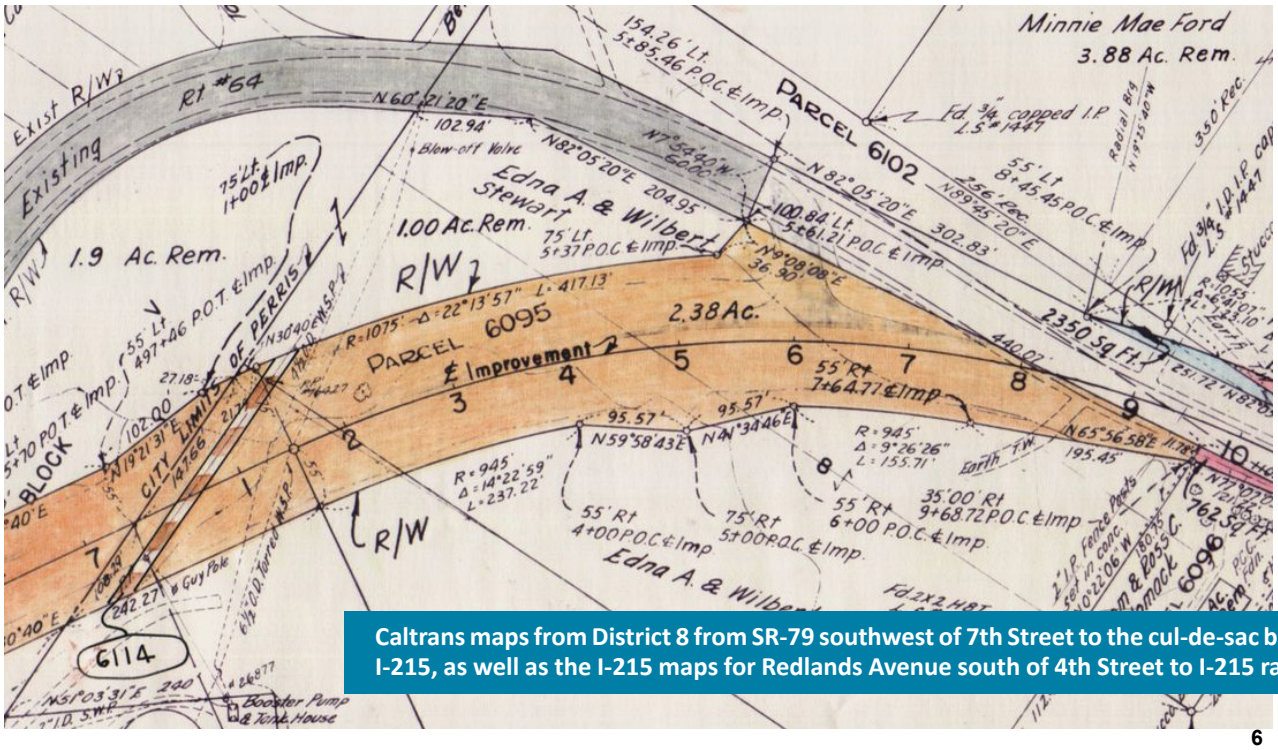
TASK 2 – RIGHT-OF-WAY ANALYSIS

ERSC will lead the review of all readily available right-of-way maps and documents to develop right-of-way linework for the concept plans. As stated in the City's responses to Q&A, the City does not require survey-grade accuracy for the maps or review of title reports. ERSC understands that the current status and location of existing 4th Street public road right-of-way substantially impacts this project's ability to propose continuous parkway greenbelt improvements. As part of ERSC's proposal efforts, our team pulled all record maps from Riverside County and received Caltrans right-of-way maps via a public records request. Based on our initial review, we offer the following information:

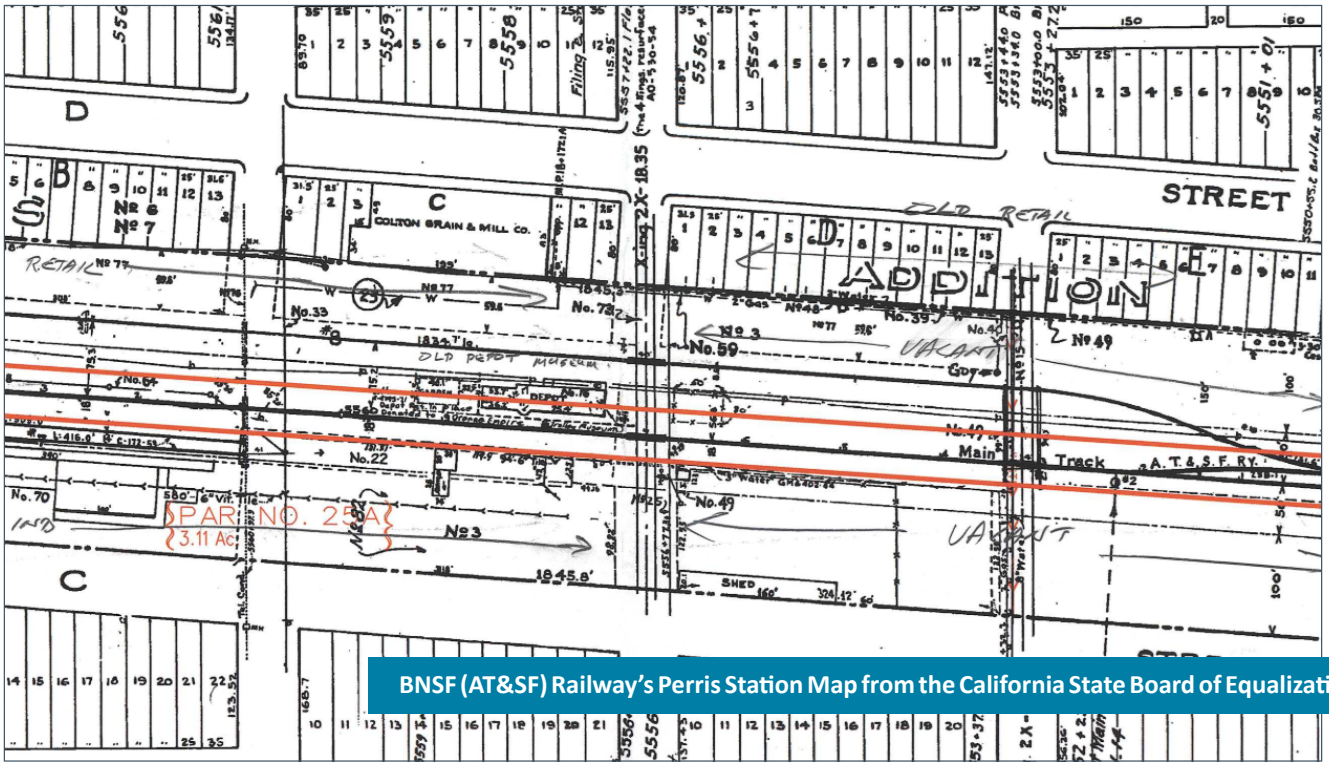
Research to Determine Accurate Linework of Current Right-of-Way

While the City may provide various documentation of road right-of-way widths, the only means of obtaining high-level confidence in the location and linework of existing right-of-way is to perform sufficient research of tract maps, parcel maps, records of survey, and other material from the Riverside County Surveyor's Office. As the 4th Street right-of-way was previously acquired and widened by the State of California as State Route 74, prior to being relinquished to the City in August of 2009, research will include the review of Caltrans Right-of-Way Record Maps. The portion of the project between C Street and D Street involves crossing BNSF Railway Company railroad right-of-way. Metrolink trains are active on this line, and the Metrolink station is directly north of the project. This warrants review of railroad maps as well.

For this proposal, ERSC has already performed a large majority of this research, obtaining and reviewing the following maps:



Caltrans maps from District 8 from SR-79 southwest of 7th Street to the cul-de-sac before I-215, as well as the I-215 maps for Redlands Avenue south of 4th Street to I-215 ramps.

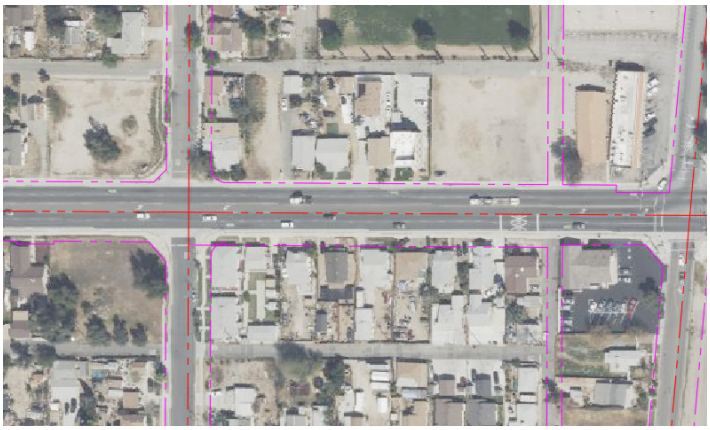


BNSF (AT&SF) Railway's Perris Station Map from the California State Board of Equalization

Also, various Tract Maps, Parcel Maps, Records of Survey, wall maps, and counter maps for the County of Riverside from the County Surveyor's GIS database.

A comparison of the following two images demonstrates the differences between Caltrans right-of-way linework ERSC traversed in AutoCAD and the same area showing the County Assessor's Parcel Numbers in GIS (e.g., 313-132-011, 313-121-027, and 313-122-009) that would need to be confirmed and resolved.





Limiting Landscaping Improvements

ERSC determined that the majority of the shoulders along 4th Street are composed of sidewalk where the back of the sidewalk matches existing right-of-way. ERSC will coordinate closely with RHACW to develop greenbelt concepts that do not require acquisition of right-of-way but still enhance the corridor with greenbelt improvements.

TASK 3 – PRELIMINARY CONCEPTUAL PLANS

Schematic base sheet plans with preliminary right-of-way linework and aerial background imagery will be prepared by ERSC. As a cost-saving option for the City, ERSC and RHACW can utilize the CAD drawings included in the RFP as the basis of the base sheet plans. For the purposes of this proposal, we will assume that the CAD files are not available for use and will regenerate these concepts. RHACW will develop preliminary landscape plans off these base sheets and raised median locations for the proposed greenbelt improvements. RHACW will produce a minimum of three distinct conceptual design themes for the project area between 7th Street and Redlands Avenue.

Traffic and Circulation Concept Tasks:

1. Collision Analysis. Prepare a collision analysis of the corridor's street segments and intersections for the previous five years, including collision data collection, collision analysis, summary table, findings, and any recommended improvements to incorporate into the project concept design.
2. Crosswalk Analysis. Consider potential locations for enhanced marked crosswalks, including gathering input from City staff, reviewing the collision analysis, and conducting a field review of existing crossing locations to assess their current use. In particular, ERSC will look for locations near bus stops, retail stores, and schools. Prepare and present a list of likely candidates to City staff for review and finalize the list based on staff input. Incorporate the approved locations into the concept designs.
3. Bike Lane Analysis. Due to the limited roadway width of 4th Street, ERSC anticipates that a Class II bike lane may be possible in certain segments of 4th Street if all proposed travel lanes are reduced in width. However, ERSC will need to gather input from City staff regarding resident bike lane preferences and staff's experiences and preferences. ERSC will review the corridor to determine the type(s) of bike lanes most appropriate for the bicycling public and best accommodated within the corridor. Prepare a recommendation for City staff review and approval. Incorporate the approved recommendations into the concept designs.
4. Riverside Transit Agency (RTA). Determine which bus route(s) and bus stop locations will be impacted by the project and contact the RTA regarding its future plans for the corridor and bus stops. As the project concept plans are developed, incorporate the bus stops into the design.

Beautification Concept Tasks

1. Landscape Planting Design: RHACW will develop water-efficient planting palettes featuring native species and shade trees to enhance the corridor's microclimate.
2. Monumentation Design: RHACW will create conceptual drawings for arched overhead entry monuments spanning 4th Street and primary City identification signs. Image 10
3. Hardscape and Amenities: RHACW will assist in the selection of decorative pavement, ornamental street lighting, trash receptacles, and metal tree grates for areas with limited parkway width.



Deliverables:

- (1) set of raised median and striping plan concepts for the City, consistent with the RFP's raised median exhibits prepared by RK Engineering Group Inc.
- (1) set of concept plans with enhanced crosswalk locations.
- (1) set of street concept plans with signing/striping and proposed bike lane geometry.
- (3) sets of distinct streetscape design themes that include:
  - Landscape planting design concepts.
  - Monumentation design concepts.
  - Hardscape and amenity concepts.

TASK 4 – FINAL CONCEPTUAL PLANS

Upon selection of a preferred theme, RHACW will develop the technical drawings required for the conceptual plan package.

1. Corridor Concept Plans: Prepare detailed plan views illustrating the placement of monuments, trees, and median enhancements.
2. Street Sections: Provide cross-sectional drawings demonstrating the integration of raised medians and pedestrian amenities within the right-of-way.
3. Illustrative Boards: High-quality visual aids and material boards describing proposed textures, colors, and plant species for public review. This task excludes printing and supplying material boards.

Deliverables:

- Concept documents prepared in AutoCAD file format.
- PDF copies for all concept plans.

TASK 5 – ENGINEER'S COST ESTIMATE

ERSC and RHACW will prepare a comprehensive Engineer's Cost Estimate for the civil roadway improvements, decorative features, landscape, irrigation, and monumentation. We will assign current market unit costs to all items to ensure the project remains within the City's "not-to-exceed" budget. The estimate will be provided as an Excel file.

Deliverables:

- Quantities and Cost Estimate in PDF and MS Excel Format.

QA/QC Procedures

As part of our QA/QC process, ERSC will review the feasibility of conceptual designs based on various constraints such as available right-of-way, accessibility for water supply, electrical feedpoints for irrigation controllers, traffic impacts with raised median concepts, etc. Our team will document all feedback received from public engagement, council members, committee members, and City staff to ensure all ideas are heard and considered.

Assumptions and Exclusions

The following assumptions are made in the development of this proposal and fee:

1. This proposal does not include preparation of right-of-way maps, topographic survey, title reports, or title research. As stated in the City's Q&A responses, right-of-way analysis will be preliminary and based on public records and maps accessible from the County and Caltrans. Right-of-way presented on concept drawings is not survey-grade accurate.
2. Public outreach tasks do not include mailing list generation, printing, and distribution of resident notifications.
3. This proposal excludes the preparation of traffic studies and vehicular/bike/pedestrian counts. ERSC assumes the City will supply traffic collision data from the last five years for ERSC to review.
4. This proposal excludes environmental studies, geotechnical studies, structural designs, and electrical designs.
5. This proposal excludes any significant Caltrans coordination. ERSC assumes the City does not need to seek approval from Caltrans for concept design work within 4th Street right-of-way.



Proposed Fees

ERSC FEE SCHEDULE

City of Perris

Professional Design Services for 4th Street Beautification Project

TASK NO.	DESCRIPTION	Director of Engineering - Sr. Principal Engineer Lori Askew	Project Manager Engineer V Ben Booth, PE, QSD	Sr. Traffic Engineer - Principal Engineer Ruth Smith, TE, PTP	Right of Way, Project Engineer Engineer III Joel Flasschoen, PE, LSIT	Design Engineer Aaron Vargas Engineer II	Principal Surveyor Robert Ollerton, PLS	ERSC SUBTOTAL	RHA Community Works Landscape Architect, Public Outreach	SUBCONSULTANT SUBTOTAL	TOTAL
		$280	**$205**	**$280**	**$170**	**$155**	**$230**				
1.0	**Project Management, Administration, and Meetings**										
1.1	Project Management, Billings, and Administration	4	24					$ 6,040.00		$ -	$ 6,040.00
1.2	Kick-off Meeting and (2) Progress Design Meetings	6	12	6	8		2	$ 7,640.00		$ -	$ 7,640.00
1.3	(2) Community Events, (1) PW Committee and (1) City Council Meeting	8	40	16				$ 14,920.00	$ 8,400.00	$ 8,400.00	$ 23,320.00
	SUBTOTAL	**$ 5,040.00**	**$ 15,580.00**	**$ 6,160.00**	**$ 1,360.00**	**$ -**	**$ 460.00**	**$ 28,600.00**	**$ 8,400.00**	**$ 8,400.00**	**$ 37,000.00**
2.0	**Right-of-Way Analysis**										
2.1	Right of Way Maps and Record Research				10		5	$ 2,850.00		$ -	$ 2,850.00
2.2	4th Street Right of Way Analysis and Linework				30		3	$ 5,790.00	$ -	$ -	$ 5,790.00
	SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ 6,800.00**	**$ -**	**$ 1,840.00**	**$ 8,640.00**	**$ -**	**$ -**	**$ 8,640.00**
3.0	**Preliminary Conceptual Plans**										
3.1	Crosswalk Enhancement Analysis			8		5		$ 3,015.00		$ -	$ 3,015.00
3.2	Enhanced Crosswalk Concept Plans	1	1	4	10	20		$ 6,405.00		$ -	$ 6,405.00
3.3	(3) Streetscape Design Themes/Concepts	1	2	2	5			$ 2,100.00	$ 22,128.00	$ 22,128.00	$ 24,228.00
	SUBTOTAL	**$ 560.00**	**$ 615.00**	**$ 3,920.00**	**$ 2,550.00**	**$ 3,875.00**	**$ -**	**$ 11,520.00**	**$ 22,128.00**	**$ 22,128.00**	**$ 33,648.00**
4.0	**Final Conceptual Plans**										
	Final Conceptual Plans, Sections and Illistrative Boards	2	4	16	20	60		$ 18,560.00	$ 18,240.00	$ 18,240.00	$ 36,800.00
	SUBTOTAL	**$ 560.00**	**$ 820.00**	**$ 4,480.00**	**$ 3,400.00**	**$ 9,300.00**	**$ -**	**$ 18,560.00**	**$ 18,240.00**	**$ 18,240.00**	**$ 36,800.00**
5.0	**Engineer's Cost Estimate**										
	Quantities and Cost Estimate	1	2	1	10	10		$ 4,220.00	$ 3,360.00	$ 3,360.00	$ 7,580.00
	SUBTOTAL	**$ 280.00**	**$ 410.00**	**$ 280.00**	**$ 1,700.00**	**$ 1,550.00**	**$ -**	**$ 4,220.00**	**$ 3,360.00**	**$ 3,360.00**	**$ 7,580.00**
6.0	**Reimbursables**										
	Reimbursables							$ 500.00	$ 500.00	$ 500.00	$ 1,000.00
	SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 500.00**	**$ 500.00**	**$ 500.00**	**$ 1,000.00**
	TOTALS							**$ 72,040.00**	**$ 52,628.00**	**$ 52,628.00**	**$ 124,668.00**

Professional Staff

President	$325.00
Vice President	$285.00
Sr. Principal Engineer	$280.00
Principal Engineer	$250.00
Assistant Principal Engineer	$225.00
Engineer V	$205.00
Engineer IV	$185.00
Engineer III	$170.00
Engineer II	$155.00
Engineer I	$135.00

Engineering Staff

Principal Engineering Associate	$225.00
Senior Engineering Associate	$210.00
Engineering Associate V	$180.00
Engineering Associate IV	$155.00
Engineering Associate III	$145.00
Engineering Associate II	$130.00
Engineering Associate I	$125.00
Engineering Aide II	$75.00
Engineering Aide I	$70.00

Survey and Geospatial Staff and Services

Principal Surveyor	$230.00
Senior Surveyor	$195.00
Surveyor III	$155.00
Surveyor II	$130.00
Surveyor I	$110.00
2-Man Survey Crew (Std Equipment/Truck)	$330.00
1-Man Survey Crew (Std Equipment/Truck)	$260.00
3rd Man on Survey Crew	$140.00
Senior GIS Analyst	$165.00
GIS Analyst	$145.00
GIS Technician	$110.00

Construction Support Staff

Construction Manager	$235.00
Chief Construction Inspector	$180.00
Sr. Construction Inspector	$170.00
Construction Inspector	$165.00
Inspector Overtime (Hours 8-12/Saturdays)	$210.00
Inspector Overtime (Hours 12+/Sundays)	$245.00

Administrative Staff

Operations Manager	$130.00
Operations Specialist	$110.00
Administrative Assistant II	$95.00
Administrative Assistant I	$85.00

Other Direct Expenses

Vehicle Mileage	$0.725/Mile
Subconsultant	Cost + 20%
Reimbursable Expenses/Charges	Cost + 15%
Forensic Analysis	Standard Rate X 2
Expert Witness	Standard Rate X 3

NOTE: All rates hereon are subject to automatic increase upon July 1st of each year. Rates will be adjusted by the percent increase in California Consumer Price Index-All Urban Consumers for the twelve-month period ending February as calculated by the California Department of Industrial Relations (CADIR) California Consumer Price Index Calculator. Prevailing Wage Rates are dictated by the CADIR. All classifications which are subject to Prevailing Wages will be adjusted when revised determinations are published by the CADIR.

Unless otherwise established by contractual agreement, payment is due and payable upon receipt. Payment is considered delinquent if not paid within 30 days of invoice date. If payment is not completed within agreed terms, Client agrees to pay a service charge on the amount past due at the rate of 1.5% per month (18% per annum).

Company Information

Executive Summary

Engineering Resources of Southern California, Inc. (ERSC) was formed in 1996 with the asset purchase of NBS/Lowry, Inc. Since formation, ERSC has been committed to serving Special Districts, Regional Agencies, and Municipalities in Southern California's public sector. Our team provides a comprehensive set of professional services and solutions for the life of any potential project.



ERSC Reliability

Our 30-year service record is a testimony to the quality of services we provide. Many of our clients continue to seek our services, and have done so since our first year of business. ERSC has also developed significant financial resources and organizational efficiencies that allow us to consistently exceed client expectations.



Our Locations

San Bernardino County (Headquarters)
1861 W. Redlands Blvd.
Redlands, CA 92373

Southwest Riverside County
41593 Winchester Rd., Ste. 200
Temecula, CA 92590

Coachella Valley
77-564 Country Club Dr.
Palm Desert, CA 92211

Project Contact
Ben Booth, PE
Project Manager
Phone: (909) 890-1255
Fax: (909) 890-0995
bbooth@erscinc.com

Corporate Officers
John M. Brudin, PE - President
Moe Ahmadi, PE - Vice President
Trent Brudin, PE - Secretary
Craig Brudin - Treasurer

Vital Information
CA Corporation
30 Years in Business
52 Employees
FEIN: 33-0718153
CA DIR: 1000017460

ERSC Insurance Coverage Levels

Professional & General Liability	$5.0m Per Occurrence; $5.0m Aggregate
Automobile	$1.0m Combined Single Limit
Worker's Comp	Maintained as Required by Law

ERSC Values

At ERSC, we have a clear set of values built into everything we do. Each value is expressed as both an inward-looking statement based on a shared commitment to each other and an outward-looking statement based on how our clients view the commitment we make to our communities. This alignment between internal and external value statements captures how we approach our work and the impact our work has on developing comprehensive and sustainable engineering solutions that enable communities to thrive.

Trust	Responsiveness	Excellence	Partnership	Respect
Our clients trust our proficiency and the quality of our work.	Our clients can depend on our experts to be accessible, prompt, and collaborative.	Our clients benefit from sustainable engineering solutions and commitment to ongoing professional development.	Listening to each client's vision is essential to the solutions we provide.	Mutual respect is a foundation of our daily interactions.
Our team trusts that their best interests are part of every decision we make.	Our team can depend on leadership to be accessible, supportive, and collaborative.	Our team is proud to be here and personally invested in our quest for excellence.	Our team is empowered, and their voices are heard.	We value and appreciate each team member for who they are and what they contribute.

ERSC in Municipal Services and Traffic & Transportation Engineering

ERSC provides specialized services to the public sector related to planning, design, and construction management of public works infrastructure. ERSC typically offers myriad services encompassing planning, design, survey, right-of-way engineering, construction management, inspection, constructibility review, and related City staff assistance for the construction of these diverse public works infrastructure and facilities. This proposal presents an overview of services and professional capabilities of ERSC in these specialized engineering disciplines that are specifically responsive to the requirements of City.

Our team has provided traffic and transportation planning, design, and construction phase services since its inception. ERSC's traffic and transportation clients include municipalities, government agencies, and special districts throughout the region, many of which have extended service agreements outside of the original contract period. Each one benefits from our expertise as we have completed thousands of projects throughout our different clients in the region.

Litigation

ERSC has not filed any claims or had any claims filed against the firm in the last 5 years and is not involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing support of its services. Nor has it been disciplined in the last five (5) years as a Consultant by any government body or professional association.

Financial Capacity

ERSC is a privately held local firm that is well capitalized and in good financial standing with all vendors, clients, creditors, and tax-levying agencies. Our firm is staffed with an internal accounting department led by our Director of Operations and supported by five administrative employees as well as outside tax consultants, banking, and risk management partners. If financial statements are necessary during the evaluation, please contact our Director of Operations by email at cbrudin@erscinc.com.

Conflicts of Interest

ERSC has no interest in other projects or independent contracts that conflict in any manner with the interests of the City. ERSC affirms there are no existing contracts or proposed new contracts that may conflict with the City's interests. ERSC further affirms there are no actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under the subject RFP and associated terms.

Company Personnel

ERSC Professionals

The strength behind ERSC is our qualified and experienced engineers, designers, construction observation personnel, and administrative support staff. We excel at matching the exceptional skills, technical abilities, character, and attitude of our team members to the needs of our clients. ERSC staff works daily to create client partnerships and transform projects from the broadest level of general scope to final planning, design, implementation, and construction resolution.

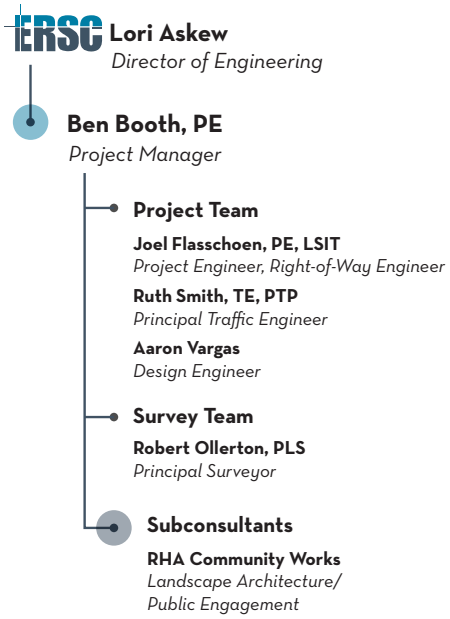
Many ERSC professionals have experience as municipal and public agency employees and can approach your project with first-hand knowledge of agency culture and how any agency envisions the planning and processing of a well-executed project.

Key Personnel

Lori Askew - Director of Engineering

(909) 890-1255, ext. 110 | laskew@erscinc.com

Ms. Askew has over 30 years of experience in the design and management of public and private improvement projects, including five years with ERSC. She spent the preceding 20 years as a local municipal employee in Public Works, with the last eight years in an executive management position overseeing various levels of staff and consultants. She has managed Capital Improvement Program projects for streets, storm drains, water, and sewer, in addition to large land development projects with significant grading challenges. She is knowledgeable in the workings and challenges of local government and comprehends the constraints of various City funding sources such as Gas Tax, Measure A, and SB1. Ms. Askew has served as City liaison to Western Riverside Council of Governments (WRCOG), Riverside County Flood Control & Water Conservation District, Caltrans, Riverside County Transportation Commission (RCTC), several water districts, and school boards.



Ben Booth, PE - Project Manager

(909) 890-1255, ext. 116 | bbooth@erscinc.com

Ben Booth will serve as ERSC's Project Manager under a potential agreement with City. With over nine years of experience in civil engineering design and construction management, Ben has led complex drainage, roadway, and pavement rehabilitation projects. He managed over five citywide pavement projects for the City of Highland and recently oversaw storm drain design efforts for Jurupa Valley and Highland in partnership with RCFC&WCD and SBCFCD. Ben remains actively involved in transportation, drainage, water quality, and street improvement projects. Under his leadership, ERSC projects are executed by highly qualified professionals with a strong understanding of local agency needs.

Subconsultants

RHA Community Works

Scott Rice, ASLA, LEED AP, CASP, President
7111 Indiana Avenue, Suite 300, Riverside, CA 92504 | (951) 369-0700

ERSC has partnered with RHA Community Works (RHACW) for landscape architecture for more than 10 years. Our team regularly engages RHACW for its professional services, and we are currently partnering with the RHACW team on projects across our firm's core disciplines. Some collaborations include:

- Widening of Gerald Ford Dr., City of Palm Desert
- Nicolas Park, City of Beaumont
- Palmer Park, City of Beaumont
- Christensen Park, City of Lake Elsinore
- Sylvan Park Pump Track, City of Redlands
- Murrieta Creek Bridge at Overland Drive, City of Temecula

RHA Community Works does what its name implies - it assists communities with the design of park projects that work. Scott Rice has served as the City Landscape Architect for the City of Highland continuously since 2005. Additionally, Senior Landscape Architect/ISA Certified Arborist, Dan Burkhart, joined our team after serving as Senior Landscape Inspector for the City of Yorba Linda, and our Director of Community Engagement/Senior Project Manager joined our team after serving as the Senior Park Planner for Riverside County Regional Park & Open-Space District. RHACW offers a wide range of services for all landscape architectural and planning needs with the unique perspective of public sector experience. From project initiation to built environment assessments and improvements, CWDG has the expertise to meet all of your needs. Nearly half of RHACW's team are licensed Landscape Architects, with a variety of experiences and education. Services include: Landscape Architecture, Project Management & Planning, ADA/CASp, Irrigation Design & Auditing, Arborist - Tree Risk Assessment, LEED & SITES Accreditation, Grant Preparation, Bidding & Construction Administration, Plan Check Services, Community Engagement, 3D Modeling, sUAS Drone Imagery, and SB 1383 Assessments.

Lori Askew | Sr. Principal Engineer



Education
BS, Civil Engineering, Michigan Technological University, Houghton, MI

Areas of Expertise
Land Development
Municipal Engineering
Traffic and Transportation

Ms. Askew has over 30 years of experience in design and management of public and private improvement projects. She has spent the past 20 years as a local municipal employee in Public Works with the last eight years in an executive management position overseeing various levels of staff and consultants. She has managed Capital Improvement Program projects for streets, storm drains, water and sewer in addition to large land development projects with significant grading challenges. She is very knowledgeable in understanding the workings and challenges of local government and comprehends the constraints of various City funding sources such as Gas Tax, Measure A and SB1.

Ms. Askew has been city liaison to Western Riverside Council of Governments (WRCOG), Riverside County Flood Control & Water Conservation District, Caltrans, Riverside County Transportation Commission (RCTC), several water districts and school boards.

Similar Project Experience:

Overland Drive Widening, City of Temecula, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide professional services to complete plans, specifications, and estimates related to the widening of Overland Drive from Jefferson Avenue to Commerce Center Drive. The widening included a new traffic signal, striping modifications, and new street lighting, including a street light plan.

University Parkway Extension, City of San Bernardino, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide roadway design and environmental clearance for State Street, a vital transportation corridor that existed in segmented portions throughout the western portion of the City. The project improved traffic circulation from Baseline Street to SR210 Freeway.

2026 Citywide Resurfacing Project, City of La Cañada Flintridge, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to prepare PS&E, including design support during construction, for the 2026 Citywide Resurfacing Project. As part of its annual street maintenance program, the City is resurfacing 13 streets encompassing 3.92 centerline miles. Our scope includes preparing Street Pavement Rehabilitation Plans, Signing & Striping Plans, and all required quantities, bid items, and cost estimates.

Knott Avenue (Crescent Ave to Artesia Blvd) & 8th Street Rehabilitation Project, City of Buena Park, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide professional engineering services for a comprehensive roadway rehabilitation project focused on Knott Avenue and a segment of 8th Street. The scope includes nearly two miles of asphalt resurfacing, replacement of damaged curbs, gutters, sidewalks, and ADA ramps, along with utility adjustments, updated signing and striping, and detailed traffic control plans.

Murrieta Creek Bridge, CNS Engineers, City of Temecula, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. As a partner to the CNS Engineers' team ERSC was contracted to provide engineering design services for the City of Temecula's Overland/Murrieta Creek Bridge Project that extended Overland Drive through Commerce Center Drive, Enterprise Circle West, over the Murrieta Creek, and connecting to the Avenida Alvarado at the Diaz Road intersection, including the construction of two traffic signals at each of the intersections.

PW 19-11 Bike Lane and Trail Program, Temecula Creek South Side Trail, City of Temecula, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. Under an on-call engineering agreement, ERSC compelted preliminary and final engineering services necessary to provide project scoping and final design. Services required to complete the project were provided in two (2) phases, including an investigation and summary of the potential issues affecting the project and the development of contract documents including plans, specifications and estimates.

Tippecanoe Pavement Rehabilitation, City of Highland, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide professional engineering services related to Cooperative City/County Pavement Rehabilitation Project, str20003 pavement rehabilitation of five street reaches covering four streets. For Tippecanoe Avenue, existing AC and native material were pulverized in place, a portion of the pulverized material removed, and cement added to the remaining pulverized material, followed by placement of HMA and RHMA for the reach from 3rd to 6th.

Infrastructure and Roadway Improvements for Lake Park Drive, Soboba Band of Luiseño Indians - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. Providing civil design services to Soboba Economic Development Corporation (EDC) for the site improvements including design and preparation of plans for onsite infrastructures and also road widening for Lake Park Drive.

Design of the Easton Street Sidewalk Improvements, City of Rialto, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. Work includes engineering/ planning for the construction of Americans with Disabilities Act (ADA) compliant sidewalk and curb ramps along the north and south sides of Easton Street between Acacia Avenue and Sycamore Avenue; to additionally include general sidewalk repair between Sycamore Avenue and E. Highland Avenue and from the southeast corner of Easton Street and Acacia Avenue to approximately 250 feet south.

Ben Booth, PE, QSD | Engineer V



CA, Professional Engineer No.92625
QSD No. C92625

Education
BS, Civil Engineering, Arizona State University, Tempe, AZ

Areas of Expertise
Active Transportation Projects
Drainage, Flood Control, Hydrology/Hydraulics
Street Improvements, Pavement Rehabilitation
Construction Management and Inspection
Land Development Services

Mr. Booth has a broad base of experience in various civil disciplines, such as active transportation, street improvements, site development, pavement rehabilitation, grading and drainage, water quality, and construction management services. Mr. Booth graduated from Arizona State University and interned with notable companies such as Schuler Constructors, PACE, and HDR during his undergraduate studies. He worked for CASC Engineering, where he served as a survey chairman and design engineer. Mr. Booth served the City of Highland as a senior civil engineer, managing various capital improvement projects, overseeing the City's engineering consultants, assisting with land development entitlements, and managing the Engineering plan check process. Projects recently undertaken by Mr. Booth involving design and construction services include the following significant assignments.

Similar Project Experience:

Overland Drive Widening, City of Temecula, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. ERSC was contracted to provide professional services to complete plans, specifications, and estimates related to the widening of Overland Drive from Jefferson Avenue to Commerce Center Drive. The widening included a new traffic signal, striping modifications, and new street lighting, including a street light plan.

University Parkway Extension, City of San Bernardino, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. ERSC was contracted to provide roadway design and environmental clearance for State Street, a vital transportation corridor that existed in segmented portions throughout the western portion of the City. The project improved traffic circulation from Baseline Street to SR210 Freeway.

Bellegrave Ave FY 2025-26 CDBG Project, City of Jurupa Valley, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to prepare plans, specifications, and a construction cost estimate for pavement rehabilitation along Bellegrave Avenue between Etiwanda Avenue and Bain Street. The project entails a 2-inch grind and overlay of the roadway surface, restriping to include a new 6-foot-wide eastbound bike lane, and the removal and replacement of four existing ADA ramps to meet Caltrans standards.

Mira Loma, Agate & Granite Hill Area Safe Routes to School Project, City of Jurupa Valley, CA - Assistant Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to design various safety and sidewalk improvements to be constructed near various schools, made possible through the award of Active Transportation Program (ATP) funding of Safe Routes to School (SRTS) grants. Improvements included asphalt pavement, concrete curb and gutter, a 5.5-foot-wide concrete sidewalk, access ramps conforming to current ADA standards, street signing and striping, actuated pedestrian crosswalk flashers, continental thermoplastic crosswalk striping, and solar flashing beacons.

Overland Bridge at Murrieta Creek, Federal Highway Bridge Program Fund, Temecula, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. As a partner to the CNS Engineers' team, ERSC prepared the design of a bridge structure over and across Murrieta Creek connecting Avenida Alvarado with Overland Drive at the intersection of Enterprise Circle to the east of the creek. The ERSC team was responsible for all ancillary improvements to the design of the bridge, including street improvements, drainage improvements, right of way legals/plats, channel hydraulic/hydrology analysis, and WQMP, all facilitated in-house by the ERSC team. The project required compliance with Caltrans LAPM requirements and federal funding requirements. ERSC is assisting CNS with obtaining permits from various agencies such as USACE Section 408, RCFC&WCD Encroachment Permit, CDFW Section 1602, and RWQCB Section 401 for improvements within the channel.

PW 19-11 Bike Lane and Trail Program, ATP Funded, Temecula Creek South Side Trail, City of Temecula, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. Under an on-call engineering agreement, ERSC completed preliminary and final engineering services necessary to provide project scoping and final design. Project tasks include hydrology review and channel hydraulics modeling, bike trail plan and profile design , specifications, estimates, WQMP preparation, and environmental and geotechnical services. ERSC and our subconsultants coordinate with various permitting agencies such as RCFC&WCD, CDFW, and RWQCB Section 401 for trail improvements within the Temecula Creek Channel.

Pavement Management Program, Signing and Striping, City of Highland, CA – Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. ERSC was contracted for the development of street/signing & striping plans and engineering estimates for residential pavement rehabilitation in Highland and San Bernardino, CA. Benjamin assisted in the drafting of plans as well as the construction cost and quantity estimates.

Joel Flasschoen, PE, LSIT | Engineer III

CA – Professional Civil Engineer No. C 85616
CA – Land Surveyor-in-Training No. LST 9258

Education

MS, Civil Engineering, Transportation Engineering Program, University of California, Berkeley
BS, Civil Engineering, California State Polytechnic University, Pomona

Areas of Expertise

Autodesk AutoCAD
Civil 3D
Map 3D
Adobe Creative Suite
Bluebeam Revu 21
Cubic Synchro
Frontier RingCentral

Mr. Flasschoen joined ERSC bringing more than a decade of experience providing professional civil engineering services to clients throughout Southern California. His experience focuses on the disciplines of Traffic and Transportation Engineering and Land Surveying Services; however, his professional skills extend to Civil Site Design and general engineering tasks.

Similar Project Experience:

SR-210 from Citrus Avenue to I-215, Landscape Construction Management, San Bernardino Associated Governments (SANBAG) – Under previous employment, served as Assistant Project Engineer and Assistant Project Manager. As Administrative Assistant in direct assistance to the Resident Engineer and Assistant Resident Engineers, performed extensive electronic and paper document scanning and filing in accordance with Caltrans' standard 63-folder layout. Assisted in preparation of various Caltrans standard forms. Reviewed and assisted in preparation of over 200 daily diaries. Coordinated with Project Manager to sign as-built plans.

Base Line Widening from Church Ave to Siene Ave, City of Highland, CA – Under previous employment, served as Engineer Technician, assisting in production of a traffic analysis for an arterial corridor, including Level of Service (LOS) analysis for 6 signalized intersections, Highway Capacity Manual LOS analysis of freeway and ramp LOS at SR-210, prepared various exhibits, and report writing.

Greenspot Village and Market Place, Traffic Study Review, City of Highland – Under previous employment, served as Technician, performing extensive review of an Environmental Impact Report Traffic Impact Analysis prepared by another company, including detailed review of trip generation of 800 dwelling units and 604,600 square feet of commercial and office space, trip distribution, trip assignment, level of service analysis of 43 intersections, and sufficiency of proposed mitigation measures. Directly communicated with and submitted two sets of comments to the City Engineer.

Traffic Study, Redlands Housing Development – Under previous employment, served as Technician, assisted production of a traffic study for a private client in the City of Redlands, CA, containing trip generation for 27 dwelling units, trip distribution, trip assignment, intersection Level of Service analysis for five intersections, identification of necessary improvements, review of signal warrants at Alesandro Road & San Timoteo Canyon Road intersection, consideration of Union Pacific Railroad crossing, and report writing.

On-Call Land Surveying, Public Right of Way (ROW) Easements, City of San Bernardino, CA – Under previous employment, served as Assistant Project Engineer and Assistant Project Manager. As Civil Engineer Associate, oversaw and assisted in production of legal descriptions and plats for acquisition of new street ROW at two separate street intersections. Met with City Public Works staff with HKA Project Manager to discuss general positioning of proposed guardrail at southwest corner of Waterman Avenue and 29th Street. Reviewed Caltrans standards for guardrail dimensions and placement and generated CAD linework for proposed placement from which to offset an easement limit. This proposed easement linework was approved by the City.

Records of Survey, US Forest Service Lands, San Bernardino National Forest, CA - Under previous employment, served as Assistant Project Engineer and Assistant Project Manager. As Senior Engineer, assisted in production, revision, submittal to County Surveyor, and finalization of four separate Records of Survey for surveys performed by HKA field crews, including making annotation revisions in AutoCAD Civil 3D, extensive linework revisions per correct surveyed monument coordinates, producing closure reports of parcels in both grid and ground distances, and comparison with related legal descriptions and plats. Reviewed past survey research including Caltrans SR-38 ROW Record Maps.

Boundary & Topographic Survey Waterline in Malachite Avenue, Cucamonga Valley Water District, Rancho Cucamonga, CA - Project Surveyor responsible for field data collection, base map preparation, plat maps, and drafting of legal descriptions. ERSC was contracted to provide boundary and topographic surveying services to support the replacement of an existing waterline along Malachite Avenue between Devon Street and Arrow Route in Rancho Cucamonga. The survey effort captures right-of-way limits, adjacent property lines, easements of record, and all visible surface features required to support final design and utility coordination.

Ruth Smith, TE, PTP | Senior Traffic Engineer

Registered Professional Engineer CA # TR1650
Professional Transportation Planner (PTP)

Education
BS, Civil Engineering, California State Polytechnic University, Pomona

Areas of Expertise
AutoCAD
Transportation Planning & Traffic Studies
Traffic Counts & Calming
Signing & Striping
Temp Traffic Control
Traffic Warrants
SRTS Studies, Planning, & Establishment
Accident Investigations
Traffic & Parking Studies
Traffic Diversion & Calming
Complete Streets
Grant Writing
Paperwork for Grant Funding Reimbursement
Project Public Relations
Traffic & Parking Management Control Plans

Ruth is an experienced traffic engineer and transportation planner with over 40 years of experience. She began her career in the private sector, then moved to the public sector as a Sr. Traffic Engineer for the City of Santa Ana for 14 years. Ruth returned to the private sector, preparing traffic impact studies and performing traffic engineering and transportation planning duties for client cities, including serving as contract City Traffic Engineer.

She also has a rich background in neighborhood traffic plans, starting with managing the Neighborhood Traffic Management Plan, Speed Hump and Permit Parking programs in the City of Santa Ana, to more recently assisting the Cities of Eastvale, Costa Mesa, Compton, Temecula, Brea, and San Marino in preparing neighborhood traffic plans to reduce cut-through traffic and speeding.

Ruth is also expert in preparing Engineering and Traffic Surveys (E&TS) to set speed limits and keeps up to date with the new laws. She prepared E&TSs for the Cities of El Monte, Eastvale and Antioch. Ruth is also experienced in preparing reimbursement documents for Caltrans and Orange County Transportation Authority (OCTA) grant-funded projects, primarily for the City of Costa Mesa. She is also skilled in reviewing signing and striping plans and traffic control plans, which she has recently done for the Cities of Rancho Palos Verdes, Fountain Valley, Pomona, Vallejo, Eastvale and Compton. Ruth is also experienced in preparing and reviewing a variety of traffic studies, including traffic collision analyses, stop sign and signal warrants, parking studies and trip generation studies.

Similar Project Experience:

Bellegrave Ave FY 2025-26 CDBG Project, City of Jurupa Valley, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. ERSC was contracted to prepare plans, specifications, and a construction cost estimate for pavement rehabilitation along Bellegrave Avenue between Etiwanda Avenue and Bain Street. The project entails a 2-inch grind and overlay of the roadway surface, restriping to include a new 6-foot-wide eastbound bike lane, and the removal and replacement of four existing ADA ramps to meet Caltrans standards.

Western Avenue Resurfacing, City of Stanton, CA - Project Engineer responsible for concept development, design recommendations, and special study drafting throughout the assignment. ERSC was contracted to provide professional engineering services to rehabilitate approximately 1.5 miles of roadway between Cerritos Avenue and Chapman Avenue. The scope includes pavement rehabilitation, ADA-compliant upgrades to curb ramps and driveways, and coordination with city staff and utility providers. The project also considers adjacent developments, traffic flow, and railroad crossings, ensuring minimal disruption during construction.

Traffic Engineer, Interwest Consulting Group - Ruth provided traffic engineering services to several client cities. Recently, her primary clients were the Cities of Vallejo, Rancho Palos Verdes and Costa Mesa. For the City of Vallejo, she reviewed proposed land development, determining if traffic impact studies (LOS) or VMT assessments were required and then reviewed those that were, and reviewed signing and striping plans. She reviewed traffic control plans for the City of Rancho Palos Verdes, and provided as-needed assistance to the City of Costa Mesa, preparing reimbursement requests for Orange County Transportation Authority (OCTA) and Caltrans grant-funded projects, including interfacing with Caltrans and OCTA staff, and reviewed traffic impact analyses and VMT assessments. Recently, Ruth prepared Intersection Control Evaluations (ICEs) for the Cities of Hanford and Santa Maria. Ruth also provided as-needed traffic engineering services to the Cities of Pomona, Mill Valley, Stockton, Campbell, Hermosa Beach, Anaheim, San Juan Capistrano, El Monte, Grand Terrace, Eastvale and Antioch, including preparing various traffic studies and Engineering and Traffic Surveys, reviewing traffic impact studies, signing and striping plans and traffic control plans, and providing support and advice as needed. Ruth also provided contract Traffic Engineer services to the Cities of Compton and San Marino, which included conducting investigations into citizen requests, updating the speed hump program, preparing policies regarding curb markings, preparing TIA guidelines, preparing a variety of traffic studies and presenting them, with recommended actions, to the advisory committees, reviewing signing and striping plans, and providing support and advice, as needed. She has also provided traffic engineering services to the Cities of South Pasadena, Wildomar, Bell, Atherton, Merced and Chowchilla on an as-needed basis, including preparing RFPs, reviewing traffic impact reports and trip generation, providing guidance on developer payment of traffic improvements, responding to citizen requests and school traffic concerns, preparing and reviewing work zone traffic control plans, implementing grant-funded programs, and reviewing permit parking programs.

Project Manager and Traffic Engineer II, Willdan Engineering - Ruth managed a variety of projects for this private consulting firm, including writing proposals, selecting appropriate staff to work on the projects, setting up and managing budgets, and invoicing clients. She performed traffic studies for client cities and private developers and served as the contract City Traffic Engineer for the City of Placentia for five years, working on-site two half-days per week. She was also contract City Traffic Engineer for the Cities of Los Alamitos and Temecula, and the Consultant Traffic Engineer for the City of Rancho Palos Verdes. Her traffic study experience included preparing and reviewing traffic impact studies, preparing neighborhood traffic management and parking plans, preparing traffic impact analyses for proposed developments and for Project Study Reports/Project Reports for proposed highway improvement projects, preparing parking analyses for existing and proposed developments, conducting Engineering and Traffic Surveys to set speed limits and conducting traffic signal warrant and stop sign warrant studies. She also presented study results and recommendations to Traffic Safety Commissions, Planning Commissions and City Councils.

Aaron Vargas | Engineer II

Education

BS, Mechanical Engineering, Cal Poly Pomona, Pomona, CA

Areas of Expertise

Water & Sewer Utility Design
Construction Management
Street Improvements

Mr. Vargas has 3 years of experience in the field of Civil Engineering. Although he graduated in 2023 with a bachelor's in mechanical engineering, his interest in public infrastructure and water systems drove him to pursue a professional career in Civil. He was previously employed as an Assistant Engineer at TKE Engineering in Riverside, CA. Since starting his professional career, Mr. Vargas has gained experience in a multitude of disciplines within Civil Engineering such as Water & Sewer Utility Design, Construction Management Pavement Rehabilitation, Assisting Surveyors in the Field, Street Improvements, and Traffic Engineering just to name a few.

Similar Project Experience:

Overland Drive Widening, City of Temecula, CA - Project Designer responsible for preparation of project documents and completion of computer-aided design throughout all phases of the assignment. ERSC was contracted to provide professional services to complete plans, specifications, and estimates related to the widening of Overland Drive from Jefferson Avenue to Commerce Center Drive. The widening included a new traffic signal, striping modifications, and new street lighting, including a street light plan.

Murrieta Creek Bridge, CNS Engineers, City of Temecula, CA - Project Designer responsible for preparation of project documents and completion of computer-aided design throughout all phases of the assignment. As a partner to the CNS Engineers' team ERSC was contracted to provide engineering design services for the City of Temecula's Overland/ Murrieta Creek Bridge Project that extended Overland Drive through Commerce Center Drive, Enterprise Circle West, over the Murrieta Creek, and connecting to the Avenida Alvarado at the Diaz Road intersection, including the construction of two traffic signals at each of the intersections.

New Public Library, City of Lake Elsinore, CA - Project Designer responsible for preparation of project documents and completion of computer-aided design throughout all phases of the assignment.. ERSC was contracted to provide conceptual design for the development of a new public library, a botanical garden, and associated parking facilities across three sites totaling multiple city blocks. Our team prepared conceptual and final construction documents, including grading plans, utility coordination, hydrology analysis, erosion control, and stormwater compliance.

Christensen Park, Community Works Design Group, City of Lake Elsinore, CA - Project Designer responsible for preparation of project documents and completion of computer-aided design throughout all phases of the assignment.. ERSC was contracted by Community Works Design Group to support redesign and improvements at Christensen Park in the City of Lake Elsinore. The work included surveying, drainage, WQMP, SWPPP, civil/grading for new parking stalls, converting the existing field into Miracle Dream League fields, a new accessible snack bar, large shade structure, loading zone, playground, and wet utilities to a new snack bar.

Sovovatum Village Phase II - Soboba Economic Development Corporation, Oak and Stone Development, San Jacinto, CA - Project Designer responsible for preparation of project documents and completion of computer-aided design throughout all phases of the assignment. ERSC was contracted to provide professional engineering services for the expansion of residential and community infrastructure within the Soboba Band of Luiseño Indians reservation. This phase builds upon prior improvements and focuses on constructing new roadways, utility systems, and grading for future housing. The scope includes detailed civil engineering design for streets, storm drains, water and sewer lines, and dry utilities, all tailored to meet tribal standards and environmental considerations.

Robert Ollerton, PLS, CFEDS | Principal Surveyor



CA, Land Surveyor No. 7731
CFEDS No. 1921

Education
Civil Engineering & Land Surveying Coursework, University of California at Riverside, Riverside, CA

Areas of Expertise
Civil3D
MicroStation
ArcGIS
Boundary Surveying
Right-Of-Way & Easements
Construction Surveying
Topographic Mapping
Consulting Surveyor to Municipal Agencies
Land Development and Entitlements

Robert has over 39 years of professional experience in land surveying for municipal agencies. He has managed a wide variety of land survey projects including surveys for topographic mapping, geodetic control, right of-way, boundary, construction projects, and public utility.

Most recently, Robert's responsibilities as the Principal Surveyor include the management and coordination of construction staking contracts for civil engineering projects, boundary surveys, title analysis, topographic mapping, detailed design surveys, ALTA Surveys and mapping. Since joining ERSC, Robert's wide range of skills and background have enabled ERSC to provide clients with localized and personalized service, keeping true to ERSC's philosophy of dedication to customer service and satisfaction.

Similar Project Experience:

Evacuation Road Reconstruction Project, Ewiiaapaayp Band of Kumeyaay Indians, San Diego County, CA - Principal Surveyor responsible for oversight of review of survey documents throughout the assignment. ERSC was contracted to provide PS&E for the reconstruction of 3.79 miles of Thing Valley Road on the Ewiiaapaayp Indian Reservation. The Reservation encompasses 5,460.13 acres and relies on a single access approximately 12 miles long, creating significant public safety concerns during wildfire or medical emergencies. ERSC's scope included a detailed Full Depth Reclamation (FDR) roadway rehabilitation design, geotechnical investigation, survey and aerial mapping of a 200-foot-wide topographic corridor, and culvert improvements at multiple vertical low points.

Survey for Traffic Signal Design Services for Rubidoux Blvd at 24th St and Wineville Rd at Riverside Dr, STC Traffic, Inc., Jurupa Valley, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC's team provides support to the STC Traffic, Inc. team for the completion of improvement plans for the HSIP and local funded projects in the City of Jurupa Valley. The planned improvements include traffic signals and upgraded curb ramps to comply with ADA at two intersections. ERSC provides field and office support to STC's team in mapping existing right-of-way, existing topography, and contours at each site.

Survey for Casmalia Street Lighting Project, San Bernardino County Department of Public Works, Special Districts, CA - Principal Surveyor responsible for oversight of review of survey documents throughout the assignment. ERSC was contracted to provide precise survey data to support the design and installation of two new streetlights, enhancing roadway safety and visibility along Casmalia Street in the city of Rialto. ERSC conducted a topographic survey to horizontally locate all surface features, researched existing records and monumentation, prepared a control and topographic survey to establish horizontal control on NAD 83 State Plane Coordinates Zone V, and completed a detailed AutoCAD Civil3D basemap incorporating centerline, stationing, right-of-way, and planimetrics.

Survey for Riverside Ave Outer Highway Street Lighting Project, San Bernardino County Department of Public Works Special Districts, Rialto, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide professional surveying services to perform a survey to support street lighting improvements for the Riverside Ave Outer Highway in the Rialto area. Our team prepared a topographic survey of the subject street between Peach and Knollwood for design and installation of 6 planned streetlights.

Survey for Rialto El Rancho Verde Street Lighting Project, San Bernardino County Department of Public Works Special Districts, Rialto, CA - Project Manager responsible for day-to-day project guidance, team oversight, client contact, as well as schedule and budget management throughout the assignment. ERSC was contracted to provide professional surveying services to perform a survey to support street lighting improvements for the El Rancho Verde Street Lighting Project in the Rialto area. Our team prepared a topographic survey of Country Club Drive between Riverside Outer Highway and N Sycamore Ave for design and installation of 4 planned streetlights.

Knott Avenue (Crescent Ave to Artesia Blvd) & 8th Street Rehabilitation Project, City of Buena Park, CA - Survey Party Chief responsible for oversight of field data collection and processing including data reduction and base mapping supervision ERSC was contracted to provide professional engineering services for a comprehensive roadway rehabilitation project focused on Knott Avenue and a segment of 8th Street. The scope includes nearly two miles of asphalt resurfacing, replacement of damaged curbs, gutters, sidewalks, and ADA ramps, along with utility adjustments, updated signing and striping, and detailed traffic control plans.

Limonite Avenue Phase IV Widening Project, Riverside County Economic Development Agency, in conjunction with the Riverside County Transportation Department - Managed topographic and construction surveying services for widening of Limonite Avenue to four lanes.

Highway 111 Widening from Jefferson Street to Madison Street, City of Indio - Managed the construction surveying for the widening of Highway 111 which included new street curbs, sidewalks and medians and over one mile of 48" storm drain.

Highway 111 Bridge over the La Quinta Channel, City of Indio - Managed construction staking for the bridge, underground utilities and a commercial parking lot.

Monroe Street Widening, City of Indio - Managed control, topographic and construction staking for the widening of Monroe Street between Avenue 52 and Avenue 49. The project included the undergrounding of over a mile of electrical transmission lines and street improvements.

Firm Profile

COMMUNITY WORKS DESIGN GROUP - LLC (CWDG)
Doing business as: RHA Community Works (RHA+CW)
Landscape Architecture - Planning
7111 Indiana Avenue, Suite 300
Riverside, CA 92504
(951) 369-0700
Federal I.D. 82-1854334 / Registered Small Business # 1769579
California Department of Industrial Relations #: PW-LR-1000707823

RHA Community Works is a premier landscape architecture and planning firm headquartered in Riverside, California. Rooted in a multi-generational legacy of service to Southern California, the firm represents the strategic union of two industry-leading practices: RHA Landscape Architects + Planners and Community Works Design Group.

Led by Managing Partners Doug Grove and Scott Rice, both of whom served as successors to their respective founding firms, RHA Community Works combines decades of technical mastery and meticulous craftsmanship. By integrating these complementary skill sets, the firm offers a robust platform of expertise dedicated to shaping resilient, meaningful public spaces. Our multidisciplinary team of 20 professionals includes 12 licensed landscape architects, ensuring that every project benefits from high-level principal oversight and a collaborative, results-driven approach.

With a portfolio spanning over four decades of municipal service, RHA Community Works is a specialist in navigating the complexities of public-sector standards and projects. We maintain a distinguished track record across the Inland Empire and San Bernardino County. Having previously supported the City of San Bernardino Plan Check Services, as a specialized subconsultant, we offer an unparalleled understanding of local requirements and a proven ability to integrate seamlessly with City staff to protect public interests and ensure long-term asset viability.

Streetscape Design Examples

Carson Streetscape Master Plan
Carson, California

State Street Extension
San Bernardino, California

Safer Streets Phases 1 & 2
Indian Wells, California

North Sphere Fire Station – Off-Site Street Imp.
Palm Desert, California

Mills Avenue Median Landscape
Montclair, California

Fourteenth Street Median
Riverside, California

Alessandro Boulevard Medians/City Entry Monuments
Moreno Valley, California

Alameda Street Medians and Parkways
Carson, California

Bolsa Avenue Parkway
Huntington Beach, California

Palo Verde Medians
Montclair, California

Park Place, Bloomfield, South Street, and Carmenita Avenue
Cerritos, California

Arrow Highway Medians and Parkways
San Dimas, California

Barton Road Medians
Grand Terrace, California

Downtown Bus Shelter Design
San Bernardino, California

Perris Downtown Streetscape
Perris, California

Baseline Road Master Plan
Rancho Cucamonga, California









Moreno Beach Drive Median Landscape Renovation
Moreno Valley, California

The California Speedway - Cherry Avenue Medians and Parkways
Fontana, California

Wine Country Entry Monuments and Parkways
County of Riverside/Temecula

Armstrong and Sierra Avenues Medians and Parkways
County of Riverside

Center Street Medians, Parkways and Entry Monument
County of Riverside



Mission Boulevard Revitalization/EDA Medians, Parkways and Entry Monuments
County of Riverside

Holt Boulevard Medians and Convention Center Way
Ontario, California

Holt Boulevard Medians and Parkways
Ontario, California

Milliken Avenue Medians and Parkways
Ontario, California



California Commerce Center Medians and Parkways
Ontario, California

Inland Empire Boulevard at the Ontario Center
Ontario, California

Sixth and Main Street at Corona Mall
Corona, California

South Corona LMD Streetscape Guidelines
Corona, California

Agoura Hills Streetscape Concept Development
Agoura Hills, California

Haven Avenue Medians
Rancho Cucamonga, California

Jurupa Avenue/Haven Avenue
Rancho Cucamonga, California

Terra Vista Parkway
Rancho Cucamonga, California

Experience & References

References

We welcome the City of Perris to contact our references to attest to the capabilities of our team:

City of Highland
27215 Base Line
Highland, CA 92346

Octavio Duran Jr., PE, Director of Public Works/City Engineer
(909) 864-6861 Ext. 221
oduran@cityofhighland.org

City of Fontana
16860 Valencia Avenue
Fontana, CA 92335

Shawn Matejcek, Project Coordinator
(909) 350-7649
smatejcek@fontana.org

City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

Shaun S. Pelletier, PE, Public Works Director/City Engineer
(949) 425-2533
spelletier@cityofalisoviejo.com

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509

Maria Fraser, PE, Deputy Director of Public Works/Assistant City Engineer
(951) 332-6464
mfraser@jurupavalley.org

Similar Project Experience

City of Temecula

Laura Bragg, Project Manager
(951) 308-6367
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Nino Abad, PE, Project Manager
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Chris White, Associate Engineer II
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ERSC Project Team:
John M. Brudin, PE
Craig Brudin, LSIT, QSP
Lori Askew
Trent Brudin, PE
Ben Booth, PE
Travis Moffatt, EIT
Katherine Hernandez

OVERLAND DRIVE WIDENING

Project Term: 2020 - Ongoing | Contract Value (to date): $273,445

ERSC is providing professional services to complete plans, specifications and estimates related to the widening of Overland Drive from Jefferson Avenue to Commerce Center Drive.

The widening project will include the installation of a new traffic signal and striping modifications, and installation of street tree landscaping, irrigation, deocorative street lighting, decorative paver walking surfaces, and enhanced crosswalks. ERSC's project team also conducted a right-of-way analysis in support of the right-of-way acquisition effort. ERSC will coordinate with the Rancho California and Eastern Municipal Water Districts for relocation and adjustment of water and sewer facilities, as well as various power and communications companies for the relocation of dry utilities impacted by the project.

ERSC/RHACW Partnership Project

City of San Bernardino

Alex Qishta, City Engineer
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ERSC Project Team:
John M. Brudin, PE
Lori Askew
Trent Brudin, PE
Reza Toorzani, PE
Ben Booth, PE
Travis Moffatt, EIT
Katherine Hernandez
Gabbie Rodriguez
Robert Ollerton, PLS
Craig Brudin, LSIT, QSP
Bryce Romine

UNIVERSITY PARKWAY EXTENSION PROJECT

Project Term: 2019 - Ongoing | Contract Value: $708,842

ERSC was contracted to provide roadway design and environmental clearance for State Street, a vital transportation corridor that exists in segments throughout the western portion of the City. Upon completion, the new roadway will improve traffic circulation from Baseline Street to the SR210 Freeway. The project converts State Street into a four-lane roadway with a center median and bike lanes. The project incorporates Complete Streets principles to support safe and efficient multimodal transportation, including construction of a new four-lane roadway, a landscaped center median, parkway greenbelt landscaping, Class II bicycle lanes, upgraded intersections, and new traffic signal systems to improve connectivity throughout the western portion of the City. The design balances the needs of motorists, bicyclists, and pedestrians by enhancing corridor accessibility and improving intersection operations.

ERSC/RHACW Partnership Project

Improvements were designed in the portion of the project where no transportation infrastructure existed, rehabilitating existing portions to updated standards, and modifying intersections with new traffic signals and interconnect. An MND was prepared with significant attention to noise concerns and biological resources, including San Bernardino Kangaroo Rat Habitat. Significant coordination with the Department of Water Resources was also necessary for a DWR encroachment permit as the project crosses the Santa Ana Valley Pipeline, a 9' diameter portion of the State Water Project.

CNS Engineers, Inc.

James Lu
(951) 687-1005
james.lu@cnseng.com

ERSC Project Team:
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Craig Brudin, LSIT, QSP
Lori Askew
Trent Brudin, PE
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Travis Moffatt, EIT
Katherine Hernandez

MURRIETA CREEK BRIDGE, TEMECULA, CA

Project Term: 2019 - Ongoing | Contract Value (to date): $1.5M

As a partner to the CNS Engineers' team, ERSC is providing engineering design services to the City of Temecula's Overland/Murrieta Creek Bridge Project. The project will extend Overland Drive through Commerce Center Drive, Enterprise Circle West, over the Murrieta Creek, and connecting to the Avenida Alvarado at the Diaz Road intersection including the construction of two traffic signals at each of the intersections. ERSC teamed with RHACW to provide landscape and irrigation for the streetscaping around the bridge approaches, roadways and intersections.

ERSC/RHACW Partnership Project

This ongoing project holds many challenges due to the consolidation and incorporation of several City projects that have been either designed or partially developed. Hydraulic modeling of the creek was prepared to analyze the pre- and post-improvement conditions and impacts as part of the work. ERSC is also responsible for navigating permitting/coordination challenges through various agencies including the Army Corps of Engineers, Riverside County Flood Control District, Rancho California Water District, and Eastern Municipal Water District.

City of Jurupa Valley

Octavio Duran Jr., PE, Deputy PW Director/ Assistant City Engineer
(951)-332-6464 ext. 242
oduran@jurupavalley.org

ERSC Project Team:
John M. Brudin, PE
Lori Askew
Moe Ahmadi, PE
Trent Brudin, PE
Katherine Hernandez
Zoey Dunmire
Craig Brudin, LSIT, QSP

MIRA LOMA, AGATE & GRANITE HILL AREA SAFE ROUTES TO SCHOOL PROJECT

Project Term: 2024 - Ongoing | Contract Value: $336,555

ERSC was contracted to design various safety and sidewalk improvements to be constructed near various schools where none currently existed. The project incorporated Complete Streets principles through the addition of new sidewalks, ADA-compliant curb ramps, enhanced pedestrian crossings, signing and striping improvements, pedestrian flashers, and solar-powered beacons. These improvements enhanced accessibility, safety, and connectivity for students, pedestrians, bicyclists, and motorists while supporting active transportation within the surrounding school corridors. The Project was made possible through the award of Active Transportation Program (ATP) funding of Safe Routes to School (SRTS) grants for three separate projects in Jurupa Valley. The street section was designed to be constructed with asphalt pavement, concrete curb and gutter, and a 5.5-foot-wide concrete sidewalk.

City of Fontana

Shawn Matejcek, Project Coordinator
(909) 350-7649
smatejcek@fontana.org

ERSC Project Team:
John M. Brudin, PE
Lori Askew
Ben Booth, PE
Katherine Hernandez
Zoey Dunmire
Gabbie Rodriguez
Craig Brudin, LSIT, QSP
Bryce Romine

DATE ELEMENTARY SCHOOL STREET IMPROVEMENTS

Project Term: 2023 - Ongoing | Contract Value (to date): $124,762

ERSC was contracted to provide design services to widen the street pavement within the current right-of-way and provide curb and gutter and sidewalk with ADA ramps, in addition to traffic signal modifications with pedestrian crossing amenities. The project improves Fontana Avenue and Merrill Avenue, where no sidewalk exists currently, and pedestrians must walk within vehicular travel lanes or dirt shoulder to reach Date Elementary School.

Evidence of Insurance

Insurance

ERSC's processes are designed to minimize risk to the City, including maintaining professional liability coverage of $5MM/$5MM, far exceeding the industry standard of $2MM/$2MM. Per the terms of the RFP, ERSC will provide requested certificate(s) of insurance upon final selection and initiation of negotiations. ERSC affirms that it can meet the insurance requirements set forth in the PSA for the subject project. Please see the attached sample certificate of insurance for an illustration of ERSC's standard coverage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

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

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

PRODUCER Cavignac 451 A Street, Suite 1800 San Diego CA 92101	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 619-744-0574 **FAX (A/C, No):** 619-234-8601 **E-MAIL ADDRESS:** certificates@cavignac.com
INSURED ENGIRES-01 Engineering Resources of Southern California, Inc. 1861 W. Redlands Blvd, Bldg 7B Redlands CA 92373	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Property Casualty Company of America 25674 **INSURER B :** Hartford Casualty Insurance Co 29424 **INSURER C :** Berkley Insurance Company 32603 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 396867765 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6802H222963	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA2S03978A	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			CUP7181Y504	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	72WEGGG6371	9/1/2025	9/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			AEC909024106	9/1/2025	9/1/2026	Each Claim Aggregate	$5,000,000 $5,000,000

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

Re: No. PWG 126-FLOOD-6001, Comprehensive Storm Drain Plan 3-4 and Design of El Rivino Basin and Outlet Storm Drain (Line D). Additional Insured coverage applies to General Liability and Automobile Liability for San Bernardino County Flood Control District and its officers, employees, agents and volunteers per policy form. Primary coverage applies to General Liability per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply when afforded on underlying policies).

CERTIFICATE HOLDER

[redacted]

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly Potter

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Disclosures

Engineering Resources of Southern California, Inc. has no known actual or potential conflicts of interest related to this project. Neither the firm nor any proposed key personnel have any pending litigation, contract defaults, debarments, suspensions, or government-imposed restrictions that would affect our ability to perform the requested services. ERSC is not aware of any other facts or circumstances that require disclosure regarding this proposal. If no disclosures are applicable, none are reported.


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CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.F

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Approve the Cooperative Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District and Centex Real Estate Company, LLC. for construction of Perris Valley Master Drainage Plan Facility Line A-H, Stage 1, associated with development of Tract Map 30850.

REQUESTED ACTION: That the City Council:
1) Approve the Cooperative Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District and Centex Real Estate Company, LLC. for construction of Perris Valley Master Drainage Plan Facility Line A-H, Stage 1, associated with development of Tract Map 30850; and
2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The 30850 series tracts, located west of Evans Road between Orange Avenue and Sunset Avenue, along the easterly frontage of the Perris Valley Storm Drain Channel, are a developed residential community. Centex Real Estate Company, LLC. (Developer) as part of the tracts' improvements, constructed an interim drainage channel along the southerly tract boundary of Tract Map 30850 to allow time for preparation and process of the environmental clearances and the ultimate design of the of the drainage channel referred to as the Perris Valley, MDP Line A-H, Stage 1 (Project).

The environmental clearances and approvals and the design of the improvement plans for the Project are in the final stages of completion. The improvements include removal and replacement of the Perris Valley Channel Trail at the improved drainage channel (Improvements). Construction of the facility is anticipated to start in Spring of 2027. Upon completion of the construction, Riverside County Flood Control and Water Conservation District (RCFCD) will assume the maintenance responsibility of the drainage system.

The Developer paid the cost of the design of the project and will pay the cost of construction of the

improvements.

This Cooperative Agreement (Agreement) is necessary to establish the parties' respective roles and responsibilities with regard to the Perris Valley, MDP Line A-H, Stage 1, including but not limited to construction inspection, transfer of the right-of-way and facility maintenance.

Staff recommends that the City Council 1) Approve the Cooperative Agreement between the City of Perris, Riverside County Flood Control and Water Conservation District and Centex Real Estate Company, LLC. for construction of Perris Valley Master Drainage Plan Facility Line A-H, Stage 1, associated with development of Tract Map 30850; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

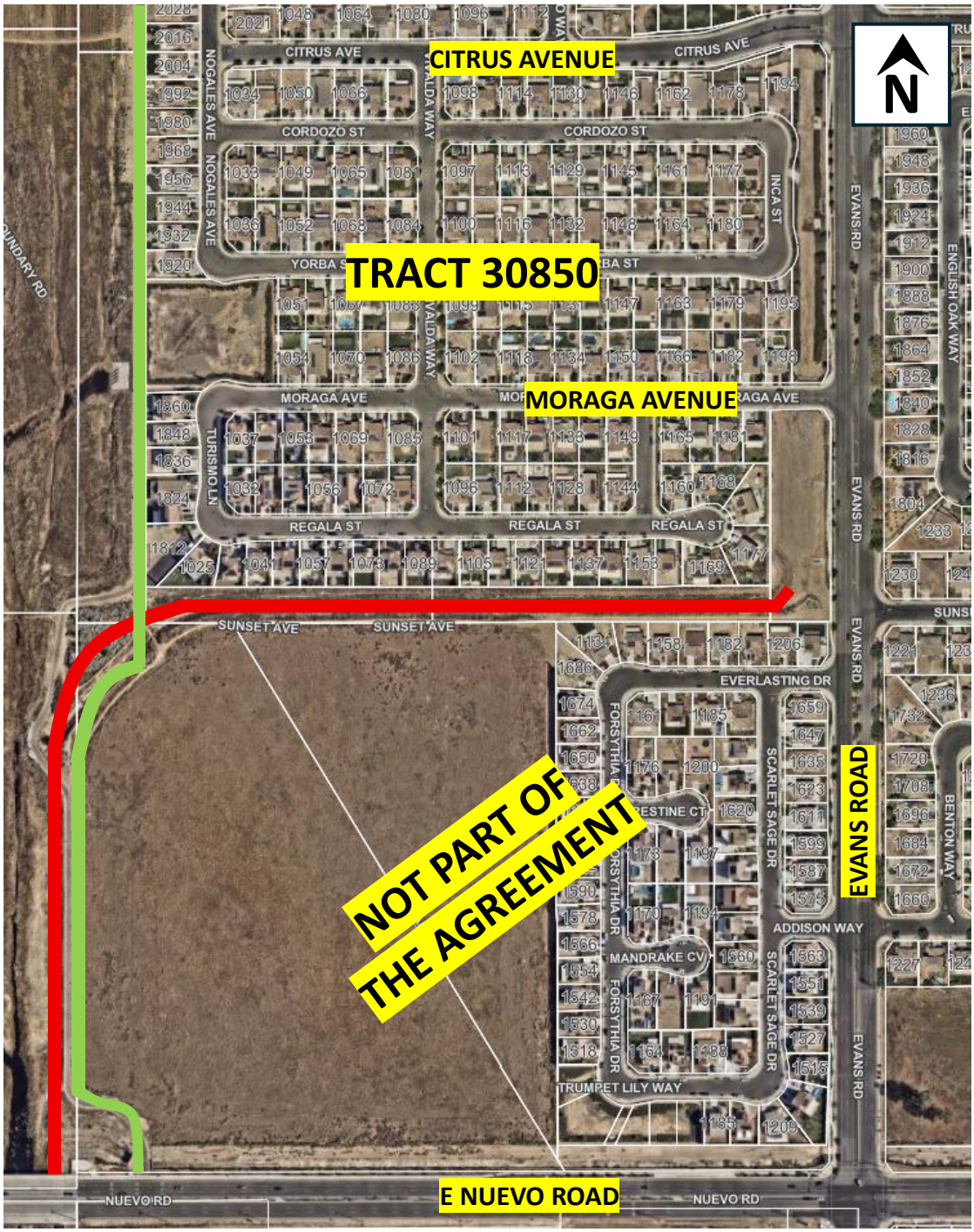
BUDGET (or FISCAL) IMPACT:
There is no impact to the General Fund.

Prepared By: Alondra Pelayo, Administrative Technician I

Attachments:
1. - VICINITY MAP.pdf
2. -COOPERATIVE AGREEMENT.pdf

ATTACHMENT 1
VICINITY MAP

Vicinity Map



LEGEND

PERRIS VALLEY MDP LINE A-H

NEW PATH/ WALKING TRAIL

ATTACHMENT 2

COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT
Perris Valley MDP - Line A-H
Project No. 4-0-00274
Tract Map No. 30850

This Cooperative Agreement ("Agreement"), dated as of _____, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the City of Perris, a municipal corporation of the State of California ("CITY") and Centex Homes, a Nevada general partnership ("DEVELOPER"). DISTRICT, CITY and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties." The Parties hereto hereby agree as follows:

RECITALS

A. CITY and DEVELOPER are the legal owners of record of certain real property located within the city of Perris and described and depicted in Tract Map No. 30850. The legal description of Tract Map No. 30850 is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 30850 related to the property, which is located within the incorporated area of the city of Perris. As a condition of approval for Tract Map No. 30850, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

C. The required flood control facilities and drainage improvements related to Tract Map No. 30850 are shown on DISTRICT's Drawing No. 4-0961 and shown in concept in red on Exhibit "B", attached hereto and made a part hereof, and include the construction of the following:

(i). Perris Valley MDP - Line A-H ("LINE A-H") consists of (i) approximately 2,015 lineal ft. of 6-inch-thick concrete trapezoidal channel, including its associated riprap slope protection, transition structure and maintenance access roads. At its downstream terminus, LINE A-H will connect to DISTRICT's existing Perris Valley Channel, Stage 3 facility, as shown on DISTRICT Drawing No. 4-0894; and

(ii). Associated with LINE A-H, includes the construction of approximately one hundred (100) lineal ft. of concrete girder bridge, including its associated abutments and retaining wall ("BRIDGE");

(iii). All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and subject to DISTRICT's inspection and approval; and

D. Together, LINE A-H, BRIDGE and SAFETY DEVICES, are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

E. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of (i) an earthen channel/basin, including its associated wingwall and retaining wall and (ii) the extension of an existing 48-inch reinforced concrete pipe, hereinafter called "CITY FACILITIES"; and

F. Together, DISTRICT DRAINAGE FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

G. On March 29, 2016, DISTRICT and CITY entered into a certain License Agreement, setting forth the respective rights and obligations concerning the multi-purpose trail between Nance Street and Nuevo Road along the access road of the Perris Valley Channel. In connection with PROJECT construction, DEVELOPER will be required to remove, reconstruct and realign a portion of the existing Perris Valley Channel Trail at the southerly end near Sunset Avenue ("RECONSTRUCTED TRAIL"), as shown in concept in blue and green on Exhibit "B"; and

H. CITY desires to operate and maintain RECONSTRUCTED TRAIL within DISTRICT's newly acquired rights of way; and

I. In lieu of requiring a separate DISTRICT-issued Encroachment Permit and subject to the terms of this Agreement, DISTRICT hereby grants DEVELOPER by execution of this Agreement, the temporary right to enter upon DISTRICT-owned property and rights of way, where necessary for construction of PROJECT, including modifications to DISTRICT's existing Perris Valley Channel facility, shown on DISTRICT's Drawing Nos. 4-1066 and 4-0103, in accordance with the approved improvement plans and terms of this Agreement; and

J. CITY operates and maintains the upstream facilities for Tract Map Nos. 31659 and 32041-1, as shown on DISTRICT's Drawing Nos. 4-1228 and 4-1229 and pursuant to a Cooperative Agreement dated April 2, 2024, between DISTRICT, CITY, the County of Riverside and a subsequent Developer. This Cooperative Agreement identifies CITY's maintenance responsibility as temporary, pending construction and DISTRICT's acceptance of PROJECT; and

K. The Parties acknowledge that upon completion of PROJECT construction, CITY shall coordinate with DISTRICT to transfer of the upstream facilities for Tract Map Nos. 31659 and 32041-1, once PROJECT is completed and accepted by DISTRICT; and

L. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

M. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

N. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans, specifications and this Agreement, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY FACILITIES and (v) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES; and

O. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT DRAINAGE FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) convey to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and (vi) accept ownership and responsibility for the operation and maintenance of

CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement or prior to the start on any portion of PROJECT construction, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code, including any amendments thereto, for the estimated cost for construction of (i) DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and (ii) CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT for operation and maintenance and CITY FACILITIES are accepted by CITY as complete, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license

number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which DEVELOPER, or DEVELOPER's contractor, proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section) with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, DISTRICT's Permit Required Confined Space and DISTRICT's Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a

material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

11. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS and prior to the start on any portion of PROJECT construction, obtain and provide DISTRICT (Attention: Developer Rights of Way Services Section) with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

12. Upon submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.11., furnish DISTRICT (Attention: Developer Rights of Way Services Section) with Preliminary Reports on Title dated not more than thirty (30) calendar days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

13. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar of

IMPROVEMENT PLANS, including all necessary georeferenced digital files in formats specified by DISTRICT and CITY. All digital files shall comply with DISTRICT's Computer-Aided Design requirements and coordinate system specifications. DISTRICT and CITY shall have full rights to use, modify and reproduce the plans for any purpose related to the PROJECT.

14. After receiving DISTRICT's plan check and administrative clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT and include PROJECT's geotechnical firm, concrete lab/test firm, D-load test forms, trench shoring/false work calculations and

15. Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.4.

16. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

17. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

18. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

19. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and request (i) DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

21. Upon completion of PROJECT construction and upon acceptance by CITY of CITY FACILITIES, but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, in a form approved by DISTRICT, as shown in concept in cross-hatched in red on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).

22. At the time of recordation of the conveyance document(s) as set forth in Section I.20, furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said parcel(s) as being free and clear of all liens,

encumbrances, assessments, easements, taxes and leases (recorded or unrecorded) and except those which in the sole discretion of DISTRICT are acceptable.

23. At its sole cost and expense, construct the RECONSTRUCTED TRAIL segment in accordance with the approved IMPROVEMENT PLANS. DEVELOPER is required to (i) implement and maintain all necessary trail closures, barricades, signage and detours during construction and (ii) upon construction completion and DISTRICT and CITY authorization of the trail reopening, remove all barricades.

24. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITIES and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

25. Not request DISTRICT to accept any portion of PROJECT for operation and maintenance until PROJECT is complete in accordance with Section II.13.

26. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS.

After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall utilize Bluebeam Studio to transfer the redlined changes onto the electronic version of the IMPROVEMENT PLANS. Once the updates have been incorporated, the engineer shall review, stamp and sign the electronic IMPROVEMENT PLANS as "record drawings".

27. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start construction of PROJECT as set forth in Section I.14., however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.

7. Inspect construction of DISTRICT DRAINAGE FACILITIES.

8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents and (iii) the processing and administration of this Agreement.

9. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

10. Upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.25., provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

11. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and, in the sole discretion of DISTRICT, DISTRICT

DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

12. INTENTIONALLY DELETED.

13. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section I.20., (v) receipt of all required policies of title insurance described in Section I.21., (vi) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT and (vii) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

14. Upon both of the following: (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.25., provide CITY with (i) a reproducible duplicate copy of "record drawings" of constructed DISTRICT DRAINAGE FACILITIES, (ii) a written notice that PROJECT is complete and (iii) request CITY to release bonds held for DISTRICT DRAINAGE FACILITIES and CITY FACILITIES.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of CITY municipal code or ordinances, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall list CITY as obligee and be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. Both bonds shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VIII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that the PROJECT is complete, as set forth in Section II.14.

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. By execution of this Agreement, grant DISTRICT the right to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

5. INTENTIONALLY DELETED.

6. INTENTIONALLY DELETED.

7. Inspect PROJECT construction.

8. INTENTIONALLY DELETED.

9. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, (ii) CITY's final inspection of CITY FACILITIES and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

10. RECONSTRUCTED TRAIL shall remain a CITY-operated and maintained licensed improvement, as set forth in Recitals G and H, and as shown on Exhibit "B" and shall indemnify DISTRICT for trail-related incidents in accordance with the License Agreement.

11. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, coordinate the transfer of the upstream facilities for Tract Map Nos. 31659 and 32041-1.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

2. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

3. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

4. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

5. DEVELOPER shall complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, DEVELOPER grants to CITY and CITY's officers, deputies, employees, agents, representatives, contractors and other designees the irrevocable permission to enter upon the property described and depicted in Tract Map No. 30850 to complete construction and remaining work on PROJECT. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred.

6. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, written approval. DISTRICT shall review the individual's qualifications and experience and upon

approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters regarding issuance of Notice to Proceed. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.5. exceeds Ten Thousand Dollars ($10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars ($10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with CITY municipal codes or ordinances, including any amendments thereto.

8. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to indemnify, defend and hold harmless DISTRICT, the County of Riverside and CITY (including each of their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and

appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER and/or DEVELOPER's construction contractor(s) (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, the Indemnitees, including all costs and fees, (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

9. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

10. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER or DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

11. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER or DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third-party claims.

12. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER or DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

13. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside or CITY (including each of their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER prior to the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

14. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach

of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

15. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

To CITY: CITY OF PERRIS
101 N. D Street
Perris, CA 92570
Attn: John Pourkazemi, City Engineer

To DEVELOPER: CENTEX HOMES
27401 Los Altos, Suite 400
Mission Viejo, CA 92691
Attn: Robert Paradise

16. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

17. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

18. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance.

Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

19. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

20. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

21. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

22. In the event DEVELOPER sells Tract Map No. 30850, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map No. 30850 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map No. 30850.

23. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) that have the authority to authorize or deny entering into this Agreement.

24. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

25. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
JASON E. UHLEY
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By _____
EMILIO RAMIREZ
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement
Perris Valley MDP - Line A-H
Project No. 4-0-00274
Tract Map No. 30850
AMR:drh
10/15/26

RECOMMENDED FOR APPROVAL:

CITY OF PERRIS, a municipal corporation of the State of California

By _____
CLARA MIRAMONTES
City Manager

APPROVED AS TO FORM:

By _____
SUNNY K. SOLTANI
City Attorney

ATTEST:

By _____
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement
Perris Valley MDP - Line A-H
Project No. 4-0-00274
Tract Map No. 30850
AMR:drh
10/15/26

CENTEX HOMES, a Nevada general partnership

By _____
NAME

_____
Title

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Perris, County of Riverside, State of California, described as follows:

Parcel 1: (Portion of APN's 320-542-019 and 320-561-035)

Lot N of Tract No. 30850, as shown on map filed in Book 420, Pages 90 through 95, of Maps, As Amended by Certificate of Correction, recorded July 26, 2023 as Instrument No. 2023-0215988 and July 24, 2024 as Instrument No. 2024-0219733, both of official records, in the office of the County Recorder's Office.

Parcel 2: (APN: 320-542-020)

Lot P of Tract No. 30850, as shown on map filed in Book 420 of Maps, Pages 90 through 95, official records of said county, As Amended by Certificate of Correction, recorded July 26, 2023 as Instrument No. 2023-0215988 of official records.

Parcel 3:

Intentionally Removed

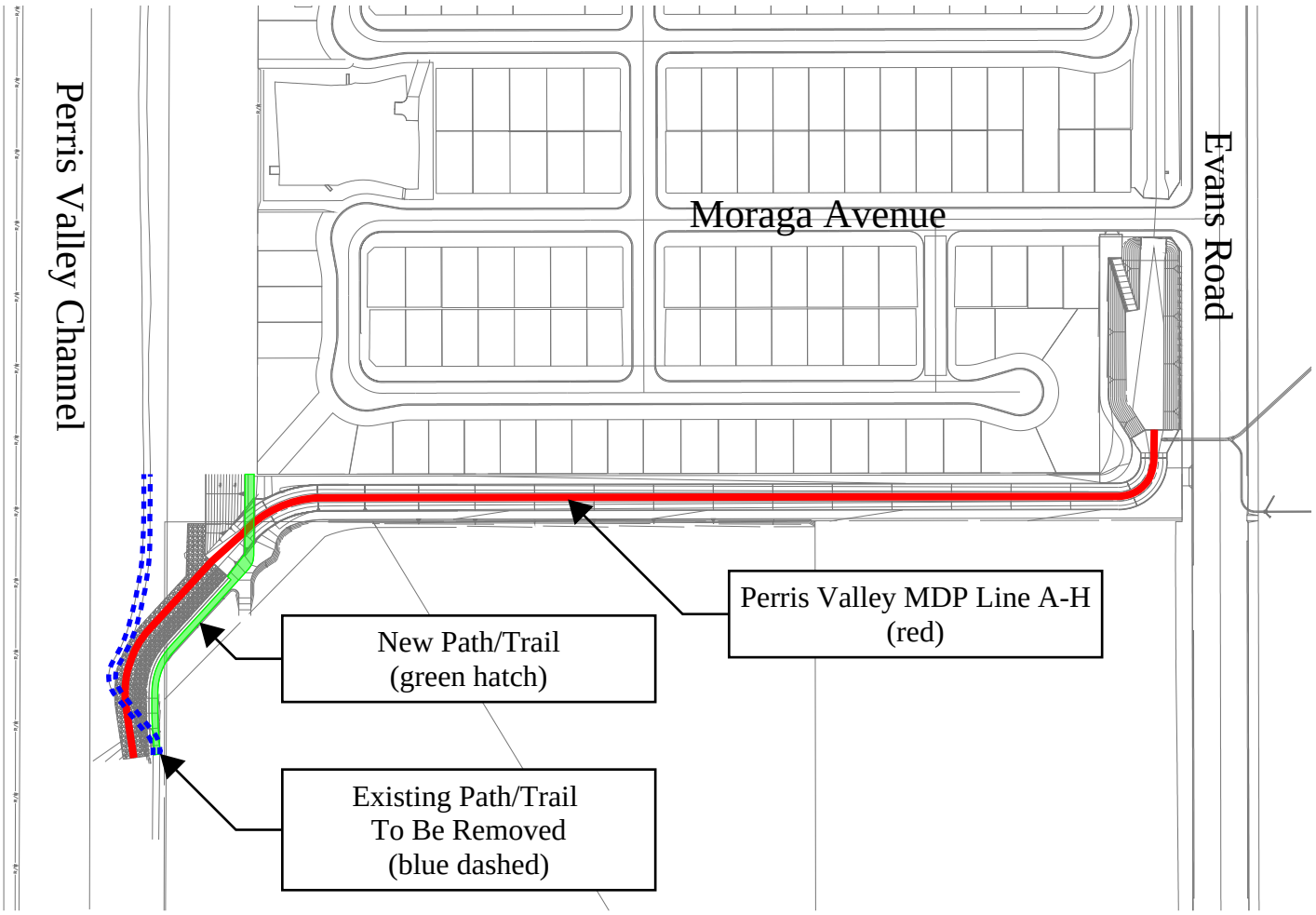
Parcel 4:

Intentionally Removed

Parcel 5:

Intentionally Removed

Exhibit B



Perris Valley MDP Line A-H
Project No. 4-0-00274
Tract No. 30850, Drawing No. 4-0961

Exhibit C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT (herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives) and CITY as Additional Insureds.

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT and CITY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and CITY as Additional Insureds.

Exhibit C

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and

Exhibit C

related investigations, claims administration, and defense costs and expenses.

c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes,

Exhibit C

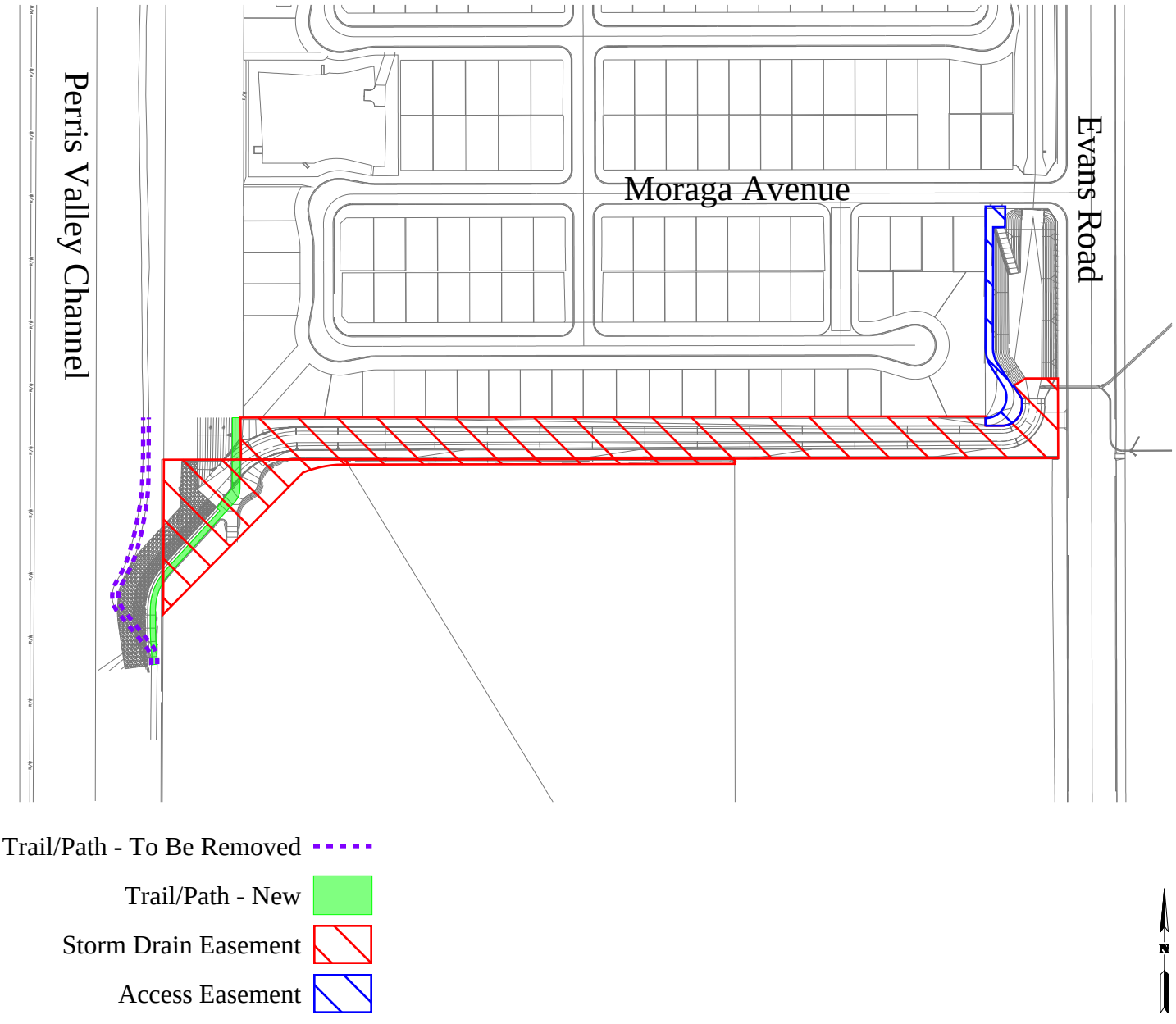
etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

i. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Exhibit D



Perris Valley MDP Line A-H
Project No. 4-0-00274
Tract No. 30850, Drawing No. 4-0961

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.G

MEETING DATE: November 10, 2026

SUBJECT: Consideration to approve a Two-Year Contract Services Agreement with West Coast Arborists, Inc. for Tree Pruning Services at City Parks in the Amount of $187,290.00, Plus a 5% Contingency, for a Total Not-to-Exceed Amount of $196,654.50

REQUESTED ACTION: That the City Council: 1) Award a contract to West Coast Arborists, Inc., in the amount of $105,300.00 for the first year and $81,990.00 for the second year, for a total contract amount of $187,290.00, for pruning all trees at City parks; 2) Authorize a 5% contingency in the amount of $9,364.50, for a total not-to-exceed amount of $196,654.50; 3) Authorize a budget amendment of $116,654.50 from the General Fund to the Parks Contract Services account; and 4) Authorize the City Manager to execute all project-related documents, subject to approval as to form by the City Attorney

CONTACT: Arcenio Ramirez, Director of Parks & Community Services

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BACKGROUND/DISCUSSION:

In alignment with the City of Perris' ongoing commitment to maintaining safe, high-quality recreational amenities and facilities for its residents, staff recommends implementing a comprehensive tree pruning program at City parks over the next two years. Trees are a vital component of the City's parks, providing natural shade, enhancing the appearance of park facilities, and contributing to the overall quality of outdoor recreational spaces. Continued investment in tree care and maintenance helps ensure that park trees remain healthy and safe while supporting the City's commitment to maintaining its Tree City USA designation.

As trees mature and grow, routine pruning is necessary to maintain their health, structural integrity, and appropriate clearance from park amenities, including pedestrian pathways, athletic fields, neighboring properties, and other facilities. Over time, trees may develop overgrown, dead, damaged, or structurally compromised limbs that can pose potential hazards to park visitors and property. Regular pruning helps reduce the risk of limb failure, improves visibility, and promotes the long-term health and sustainability of the City's tree canopy.

Staff assessed trees throughout the City's parks and determined that professional pruning services are necessary to address existing growth, clearance, and safety concerns. Staff solicited informal bids from five qualified tree care companies. After reviewing the proposals, West Coast Arborists, Inc. was determined to be the most responsible bidder to provide the requested tree pruning services over a two-year period. West Coast Arborists, Inc. submitted a proposal of $105,300.00 for the first year and $81,990.00 for the second year, for a total contract amount of $187,290.00. All work will be performed in accordance with applicable industry standards and City requirements.

Staff recommends that the City Council award a two-year Contract Services Agreement to West Coast Arborists, Inc., in the amount of $187,290.00, and authorize a 5% contingency of $9,364.50 to address unforeseen conditions or additional pruning needs identified during the course of the work, for a total not-to-exceed amount of $196,654.50. Staff also recommends authorizing a budget amendment of $116,654.50 from the General Fund to the Parks Contract Services account to support the second year of the agreement and the contingency.

BUDGET (or FISCAL) IMPACT:
The total two-year contract cost is $187,290.00, with an additional 5% contingency of $9,364.50, for a total not-to-exceed amount of $196,654.50. After accounting for the $80,000.00 available in the Grounds Improvements account, staff requests a budget amendment to add $116,654.50 from the General Fund to the Parks Contract Services account to fully fund the contract and contingency.

Prepared By: Josh Estrada, Parks Supervisor

Attachments:
1. Bid Summary - Park Tree Trimming.pdf
2. Perris - Agreement for Tree Maintenance Services (2210122.5) PDF.pdf

ATTACHMENT 1

Bid Summary

Informal Bid Summary

Description: Tree Trimming Services for Parks

Contractor	Total
West Coast Arborist	$187,290.00 Year 1 - $105,300 Year 2 - $81,990.00
Innovative Tree Company	$199,920.00
Dylan Dixon Tree Services	$244,300.00 Year 1 - $117,400.00 Year 2 - $126,900.00
New Season Tree Services Inc	Non-Responsive
Tree Pros Inc.	Non-Responsive

ATTACHMENT 2

AGREEMENT FOR TREE MAINTENANCE SERVICES

AGREEMENT FOR MAINTENANCE SERVICES
BETWEEN CITY OF PERRIS AND
WEST COAST ARBORISTS, INC.

THIS AGREEMENT FOR MAINTENANCE SERVICES ("**Agreement**") is made and entered into this 11 day of November, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and WEST COAST ARBORISTS, INC., a California corporation ("**Contractor**"). City and Contractor 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 Contractor 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 CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor 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**" or "**Project**" hereunder. As a material inducement to City entering into this Agreement, Contractor 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) Contractor shall follow the highest professional standards and practices in performing the services required hereunder.

1.2 Contractor's Proposal. The Scope of Services shall include the scope of services or work included in Contractor'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 Contractor'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 Contractor to comply with this Section.

1.4 Licenses, Permits, Fees and Assessments. Contractor 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. 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 Contractor'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 10.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Contractor, 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 Contractor. 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 10.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor 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 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.

1.6 Familiarity with Work. By executing this Agreement, Contractor represents and warrants Contractor: 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 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

1.8 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such

statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker

employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) 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."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, 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 Agreement. 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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 One Hundred Eighty-Seven Thousand Two Hundred Ninety Dollars ($187,290.00) ("**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 Contractor at all project meetings reasonably deemed necessary by City. 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, Contractor 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 Contractor wishes to receive payment, no later than the

first business day of such month, Contractor 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, Contractor is certifying compliance with all provisions of this Agreement. Except as provided in Sections 8.3, 8.4 and 8.5, City shall pay Contractor 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 Contractor for correction and resubmission. Review and payment by City for any invoice provided by Contractor 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 November 10, 2028 ("**Term**").

3.3 **Schedule of Performance.** Contractor 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 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 City, if Contractor 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 Contractor be entitled to recover damages against City for any delay

in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Contractor. The representative of Contractor is Martin Cortez (Area Manager, (909) 783-6544, mcortez@wcainc.com), who is authorized to act on Contractor'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 Contractor 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 Contractor without the express written approval of City.

4.2 Contract Officer for City. The Contract Officer for City is Joshua Estrada, Parks Supervisor, jestrada@cityofperris.org, (951) 385-4143 (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 Contractor'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 Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor 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. Contractor 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 Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Contractor represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No City employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor 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 Contractor 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 Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of City.

4.5 Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Contractor 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 Contractor, or any surety or insured of Contractor, 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 Contractor's indemnification obligation to City, Contractor 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor'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 Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Contractor 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) 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.

(e) Subcontractors. In the event Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, Contractor shall either: 1) include each subcontractor as insureds under its policies of insurance required herein; or, 2) Contractor shall furnish to City all documentation, required in Article 5 for Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. 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 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, Contractor 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 Contractor'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, Contractor 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, Contractor's insurance. If Contractor 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 Contractor. 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. Contractor agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor'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 Contractor 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. Contractor 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 Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor 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) Contractor 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) Contractor 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 Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor 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 Contractor and City, as to whether liability arises from the sole negligence or willful misconduct of City, Contractor 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. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense

ARTICLE 6. PERFORMANCE AND PAYMENT BONDS

6.1 Performance and Payment Bonds

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

(a) Payment Bond. Concurrently with the execution of this Agreement, Contractor shall deliver to City a payment bond in a sum not less than one hundred percent (100%) of the total Contract Sum 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 Agreement 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.

[X]
By checking the box above, City requires Contractor to obtain a payment bond for this Project.

(b) Performance Bond. Concurrently with execution of this Agreement,

Contractor shall deliver to City a performance bond in the sum of not less than one hundred percent (100%) of the total Contract Sum which secures the faithful performance of this Agreement, 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 Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

[X]
By checking the box above, City requires Contractor to obtain a performance bond for this Project.

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 Agreement. All bonds shall be in substantially the form as provided in **Exhibit E.**

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 Agreement, (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.

6.2 Sufficiency of Surety

Bonds required by this Agreement 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. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the bonds required under this Agreement may be changed accordingly upon receipt of written notice from the City.

ARTICLE 7. RECORDS, REPORTS AND RELEASE OF INFORMATION

7.1 Records. Contractor 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. Contractor shall fully cooperate with City in providing access to any and all Contractor 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.

7.2 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 Contractor, 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 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. Contractor may retain copies of such documents and materials for its own use. Contractor 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Contractor 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.

7.3 Confidentiality and Release of Information. All information gained or work product produced by Contractor in its performance of this Agreement 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 City. Contractor, 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 Contractor immediately gives City notice of such court order or subpoena. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, 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. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Contractor shall immediately 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; b) City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding; and, c) 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.

ARTICLE 8. ENFORCEMENT OF AGREEMENT AND TERMINATION

8.1 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 Contractor 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.

8.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 8.4 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 Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Contractor 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, Contractor 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 8.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 8.3.

8.3 Default of Contractor and Opportunity to Cure. In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor 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 Contractor 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 Contractor does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Contractor as well as pursue the remedy in Section 8.4, 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 Contractor'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.

8.4 Termination for Default of Contractor. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and Contractor 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

Contractor for the purpose of set-off or partial payment of the amounts owed by City therefor.

8.5 Retention of Funds. Contractor hereby authorizes City to deduct from any amount payable to Contractor (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 Contractor's acts or omissions in performing or failing to perform Contractor'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 Contractor, 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 Contractor to insure, indemnify, and protect City as elsewhere provided herein.

8.6 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 Contractor 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

8.7 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.

8.8 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, Contractor 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.

8.9 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, contractors' 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 9. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

9.2 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 services under this Agreement. Contractor 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. 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 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 Contractor 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. 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 Agreement.

9.3 Covenant Against Discrimination. Contractor 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. Contractor 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 10. MISCELLANEOUS PROVISIONS

10.1 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 Contractor, 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.

10.2 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.

10.3 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.

10.4 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 Contractor and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

10.5 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.

10.6 No Undue Influence. Contractor 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 Contractor, or from any officer, employee or agent of Contractor, 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 8.4 and any and all remedies at law or equity.

10.7 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:

_____
Sunny K. Soltani, City Attorney
[brj]

CONTRACTOR:
WEST COAST ARBORISTS, INC., a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 2200 E. Via Burton Street
Anaheim, CA 92806

Two corporate officer signatures required when Contractor 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 CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT A
SCOPE OF SERVICES

I. Contractor will perform the following Services:

A. Provide tree maintenance services consisting of the pruning of up to 2,081 trees at various City parks over the two-year Term of this Agreement, for the purpose of mitigating potential hazards and ensuring the trees remain healthy. The Services shall be performed as follows:

i. Contract Term Year One (Nov. 2026 – Nov. 2027): Pruning of approximately 1,170 trees at the following City parks designated for Year One maintenance:

a. Bob Long Park

b. Copper Creek Park

c. El Nido Park

d. Frank Eaton Park

e. Goetz Park

f. Liberty Park

g. Linear Park

h. Mercado Park

i. Metz Park

j. Monument ranch Park

k. Paws Park

l. Skydive Park

ii. Contract Term Year Two (Nov. 2027 – Nov. 2028): Pruning of approximately 911 trees at the following City parks designated for Year Two maintenance:

a. Banta Beatty

b. City Hall / Foss Field

c. Enchanted Hills Park

d. Fletcher Park

e. Howard Schlundt

f. May Ranch Pocket Park

g. May Ranch Park

h. Morgan Park

i. Patriot Park

j. Paragon Park

k. Rotary Park

iii. Notwithstanding subsections (i)-(ii) above, the Contract Officer, upon notice to Contractor and without the need for an amendment to this Agreement, may make or approve changes to the list of which City parks, or portions thereof, at which Services must be performed during Contract Term Year One and which City parks, or portions thereof, at which Services must be performed during Contract Term Year Two, provided the overall work balance remains roughly equivalent between the two Contract Term Years. As an example, and without limitation of the foregoing, the Contract Officer may approve Services at a given City park or portion thereof to commence during Contract Term Year One and be completed during Contract Term Year Two.

B. Perform all tree pruning in accordance with applicable ANSI A300 tree care standards and the requirements of this Agreement.

C. Pruning of each tree includes removal and appropriate disposal (not in City trash containers) of all pruned tree debris (branches, leaves, etc.) as well as adherence to all applicable safety requirements under federal, state and local laws and regulations and City policies, including but not limited to Cal/OSHA safety regulations.

D. Perform the Services on the trees designated for maintenance by City. Newly planted trees generally are not anticipated to require pruning. Aside from newly planted trees, all other trees at each listed park are generally anticipated to be pruned once during the two-year Term of this Agreement, and Contractor shall remain available and capable to do so. However, the Contract Officer shall have final authority to determine whether pruning is needed for a given tree. Additionally, in rare cases, a tree that has been properly pruned pursuant to this Agreement may require a second pruning by Contractor where, as determined by the Contract Officer, an additional pruning has become necessary due to unforeseen circumstances and the pruning is beyond the capacity of City staff to handle, in which case Contractor shall complete the additional pruning as requested by the Contract Officer and at the same rate that would apply to an initial pruning, as set forth in Exhibit "C."

E. The specific locations and trees to be pruned within each listed park shall be identified in the applicable tree inventory or maintenance schedule provided or approved by City.

II. All work product is subject to review and acceptance by City, and must be revised by Contractor without additional charge to City until found satisfactory and accepted by City.

III. During performance of the Services, Contractor will keep City informed of the status of performance by delivering the following status reports:

A. Monthly work performance reports identifying the City parks where Services were performed, the number of trees pruned at each location, and the work completed during the reporting period.

B. Other reports as may be requested by the Contract Officer.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

Not applicable.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall perform the Services at the following rates:

	Contract Term Year	Unit Price	Estimated Quantity	Total
A.	**Year One – Tree Pruning**	**$90.00 per tree**	**Up to 1,170 trees**	**Not to exceed $105,300.00**
B.	**Year Two – Tree Pruning**	**$90.00 per tree**	**Up to 911 trees**	**Not to exceed $81,990.00**
	Total:		**Up to 2,081 trees**	**Not to exceed $187,290.00**

Within the budgeted amounts for each Contract Term Year, and with the approval of the Contract Officer, funds may be shifted from one Contract Term Year sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.5.

II. City will compensate Contractor 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. Contractor shall perform all Services timely in accordance with Exhibit "A" and a maintenance schedule approved by the Contract Officer.

EXHIBIT E

BOND FORMS

PERFORMANCE BOND

City Project Name:
City Project No.:

We, West Coast Arborists, Inc., 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 **One Hundred Eighty-Seven Thousand Two Hundred Ninety U.S. Dollars and Zero Cents ($187,290.00)**. 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. 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:
City Project No.:

We, West Coast Arborists, Inc., 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 **One Hundred Eighty-Seven Thousand Two Hundred Ninety U.S. Dollars and Zero Cents ($187,290.00)**. 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. 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.

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.H

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) approving the City of Perris Media, Digital Communications, and Social Media Policy and rescinding Resolution Number 5627.

REQUESTED ACTION: Approve and adopt Resolution Number (next in order) approving the City of Perris Media, Digital Communications, and Social Media Policy and rescinding Resolution Number 5627.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On January 28, 2020, the City Council adopted Resolution Number 5627, approving and adopting the City's Social Media Policy. The policy established guidelines governing the City's use of social media platforms and public interactions on City social media sites.

At the direction of the City Council, staff presented the existing Social Media Policy to the Ways & Means Committee on February 6, 2026, for review. The Committee directed staff to compare the City's policy with those of other municipalities, update the policy as appropriate, and return with a revised policy for further consideration.

Staff subsequently developed a revised Media, Digital Communications, and Social Media Policy and presented it to the Ways & Means Committee on August 7, 2026. The revised policy provides updated and expanded guidance governing the City's social media and digital communications practices. Following its review, the Committee approved the revised policy and directed staff to bring the item forward to the City Council for consideration and adoption.

Staff recommends that the City Council adopt the attached Resolution Number (next in order) approving the revised Media, Digital Communications, and Social Media Policy and rescinding Resolution Number 5627 and the Social Media Policy previously adopted thereunder.

BUDGET (or FISCAL) IMPACT:

No impact to the General Fund as this is an administrative policy.

Prepared By: Hector Aguilera, Public Information Assistant

Attachments:
1. Proposed Resolution Number (next in order).pdf
2. City of Perris Media, Digital Communications, and Social Media Policy.pdf
3. Previously Adopted Resolution Number 5627.pdf

ATTACHMENT 1

Resolution Number (next in order)

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERISDE, STATE OF CALIFORNA, APPROVING AND ADOPTING THE CITY OF PERRIS MEDIA, DIGITAL COMMUNICATIONS, AND SOCIAL MEDIA POLICY AND RESCINDING RESOLUTION NUMBER 5627

WHEREAS, the City of Perris maintains official websites, social media accounts, digital communication channels, multimedia platforms, and other electronic communication technologies to provide timely and accurate information concerning City programs, services, public meetings, public safety, events, activities, and other legitimate governmental purposes; and

WHEREAS, on January 28, 2020, the City Council adopted Resolution Number 5627, approving and adopting a policy regarding the City's social media sites; and

WHEREAS, since the adoption of Resolution Number 5627, the City's use of digital communication technologies has expanded and the legal, technological, operational, cybersecurity, accessibility, records-management, and public-communication landscape governing municipal communications has continued to evolve; and

WHEREAS, the City now desires to adopt a comprehensive Media, Digital Communications, and Social Media Policy establishing updated standards and procedures for the creation, administration, use, publication, retention, and oversight of official City communications distributed through social media platforms, City-operated websites, digital communication channels, multimedia platforms, and other electronic communication technologies; and

WHEREAS, the revised Policy is intended to promote accurate, timely, and accessible communication with the public; encourage public engagement consistent with applicable law; ensure compliance with federal and California legal requirements; protect the integrity and security of official City communications; establish standards for public interaction and user-generated content; provide guidance regarding artificial intelligence-assisted communications; establish procedures regarding publication of external organization information and community event postings; and ensure the proper preservation and retention of public records; and

WHEREAS, the City finds that adoption of the revised Media, Digital Communications, and Social Media Policy will provide updated and comprehensive guidance for City officials, employees, departments, and authorized personnel in the administration and use of City Media Platforms.

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

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

Section 2. Adoption and Approval of Policy. The City Council hereby adopts and approves the "City of Perris Media, Digital Communications, and Social Media Policy," attached to this Resolution as Exhibit A and incorporated herein by this reference.

Section 3. Resolution Number 5672 is rescinded. Resolution Number 5627, adopted on January 28, 2020, and the Social Media Policy approved and adopted thereby, are hereby rescinded in their entirety upon the effective date of this Resolution and the Policy adopted herein.

Section 4. Effective Date. This Resolution and the Media, Digital Communications, and Social Media Policy adopted herein shall become effective upon adoption of this Resolution.

Section 5. Certification. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED, SIGNED and **APPROVED** this 10th day of November, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, duly elected CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution No. (*next in order*) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10th day of November 2026, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
City Clerk, Nancy Salazar

EXHIBIT A

City of Perris Media, Digital Communications, and Social Media Policy

CITY OF PERRIS

MEDIA, DIGITAL COMMUNICATIONS, AND SOCIAL MEDIA POLICY

Resolution No. [next in order]

Adopted: November 10, 2026

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1. PURPOSE

The purpose of this Media, Digital Communications, and Social Media Policy ("Policy") is to establish the City of Perris' ("City") general standards and procedures governing the creation, administration, use, publication, retention, and oversight of official City communications distributed through social media platforms, City-operated websites, digital communication channels, multimedia platforms, and other electronic communication technologies.

All content created, received, transmitted, stored on, or deleted from the City's information systems is exclusively the property of the City or, to the extent provided by applicable law, of the person or entity that created or owns the copyright or trademark rights to that content.

This Policy is intended to:

- Promote accurate, timely, and accessible communication with the public;
- Encourage public engagement consistent with applicable law;
- Ensure compliance with federal and California legal requirements;
- Protect the integrity and security of official City communications;
- Establish standards for user-generated content and public interaction;
- Provide guidance regarding artificial intelligence-assisted communications;
- Establish procedures regarding publication of external organization information and community event postings;
- Ensure proper preservation and retention of public records.

---

2. AUTHORITY

This Policy is adopted pursuant to the City's authority under applicable federal and California law, including but not limited to:

- California Government Code section 7920.000 et seq. (California Public Records Act);
- California Government Code section 34090 et seq. (Records Retention);
- The Ralph M. Brown Act;
- Applicable First Amendment principles;
- The Americans with Disabilities Act (ADA); and
- Applicable cybersecurity, records management, and public communications requirements.

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3. SCOPE

This Policy applies to:

- All City departments, divisions, commissions, boards, committees, and authorized personnel;
- All official City websites and microsites;
- All official City social media accounts and digital communication platforms;
- Any City-sponsored digital communication or publication;
- User-generated content appearing on City-controlled digital platforms; and
- Artificial intelligence-assisted communications created for official City use.

This Policy does not govern personal social media accounts or personal speech by employees or elected officials unless such accounts are used to conduct official City business or represent official City positions.

---

4. DEFINITIONS

For purposes of this Policy:

4.1 Artificial Intelligence (AI)

“Artificial Intelligence” or “AI” refers to software systems or automated tools capable of generating, modifying, analyzing, or assisting with text, images, audio, video, or other content.

4.2 City Media Platforms

“City Media Platforms” include official City websites, social media accounts, streaming services, digital publications, newsletters, podcasts, mobile applications, live meetings, and other City-operated communication platforms.

4.3 Comment or User-Generated Content

"Comment" or "User-Generated Content" means information, text, photographs, graphics, videos, audio, hyperlinks, or other content submitted or posted by members of the public to a City Media Platform.

4.4 Official City Account

"Official City Account" means any digital account, page, profile, channel, or platform established, maintained, or authorized by the City for official communication purposes.

4.5 Personnel

"Personnel" means all City employees (full-time, part-time contract, interim, temporary and seasonal), volunteers, contractors, consultants, vendors and other persons at the City, including all personnel affiliated with third parties who have access and/or authorization to use City social media. Members of the City's legislative bodies are excluded from this definition.

4.6 Public Information Officer

"Public Information Officer" ("PIO") means the City employee designated by the City Manager to oversee implementation and administration of this Policy.

---

5. ADMINISTRATION AND AUTHORIZATION

5.1 Oversight Authority

The Public Information Officer (PIO) shall have overall authority for implementation and enforcement of this Policy.

5.2 Official Accounts

Only authorized City personnel may establish, manage, publish to, or administer Official City Accounts.

All Official City Accounts:

- Shall be approved by the PIO;
- Shall remain the property of the City;
- Shall use City-approved branding and naming conventions; and
- Shall be maintained using City-controlled contact information and credentials.

5.3 Account Administration

- Departments shall maintain current administrative access records for all Official City Accounts.
- Multi-factor authentication and other appropriate cybersecurity safeguards shall be utilized whenever reasonably feasible.
- Administrative access shall be promptly revoked upon employee separation, reassignment, or loss of authorization.

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6. GENERAL COMMUNICATION STANDARDS

6.1 Official Purpose

City Media Platforms shall be used for the purpose of communicating City information to the public, including information related to:

- City programs, services and events;
- Public meetings and hearings;
- Public safety information;
- Emergency notifications;
- Infrastructure and operational updates;
- Public education and outreach; or
- Other legitimate governmental purposes.

City Media Platforms are not public forums (see Section 7.1 below).

6.2 Accuracy and Professionalism

All published communications shall strive to be:

- Accurate;
- Timely;
- Professional;
- Respectful;
- Accessible; and
- Consistent with applicable law and City policy.

6.3 Political Activity Prohibited

City Media Platforms shall not be used for:

- Campaign activity;

- Political advocacy;
- Endorsement of candidates;
- Ballot measure advocacy unless expressly authorized by law; or
- Personal political activity.

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7. SOCIAL MEDIA USE AND PUBLIC PARTICIPATION

7.1 Limited Public Forum

Official City Accounts that are made available to the public as interactive City Media Platforms are intended to serve as limited public forums for communication of information and discussion related to City programs, services, events, and operations consistent with the purpose of the City Media Platform.

The City will administer its City Media Platforms in a manner consistent with applicable law, operational needs, platform functionality, and this Policy.

7.2 Public Participation

The City encourages respectful public engagement consistent with this Policy through Official City Accounts that are made available to the public as interactive City Media Platforms.

Comments posted by members of the public do not reflect the opinions, policies, or positions of the City.

7.3 Content Moderation Standards

The City shall administer this Policy consistently and in a viewpoint-neutral manner.

The City, via the PIO, may remove, restrict, hide, or report content that is prohibited by this policy. Prohibited content includes content that:

- Constitutes spam or repetitive postings;
- Contains obscenity as defined by law;
- Contains true threats or targeted unlawful harassment;
- Promotes or encourages unlawful activity;
- Contains malware, phishing, malicious software, or fraudulent links that may compromise system security;
- Violates intellectual property rights such as copyright or trademarks;
- Contains personally identifiable information (except the names of personnel whose job duties include being available for contact by the public), protected personal information, or confidential information;

- Impersonates another person or entity;
- Contains commercial solicitations;
- Constitutes political activity prohibited by Section 6.3 of this policy;
- Contains sexual content;
- Contains profanity;
- Promotes, fosters or perpetuates discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or other protected class of any person;
- Contains information or data that may compromise the safety or security of the public, law enforcement, or public systems;
- Is unrelated to the specific topic or purpose of the post or forum;
- Violates the terms of service of the applicable platform; or
- Violates federal, state, or local law.

The City will not remove, hide, restrict, or otherwise moderate content merely because it is unpopular, rude, hyperbolic, or contains criticism or negative views regarding the City, its officials, employees, policies, programs, or services, but may remove such content if it independently falls within a category expressly identified in this Policy and the restriction is permitted by law.

Any content removed based on this Policy must be retained for a reasonable period, including the time, date, identity of the poster when available, and the reason for removal.

7.4 Administrative Review

Individuals who believe their content was improperly removed may contact the City's designated communications representative for administrative review at socialmedia@cityofperris.org.

7.5 Third-Party Platforms

All users of City social media platforms remain subject to the terms of service, privacy policies, and rules established by the applicable third-party platform provider.

7.6 Required Information

The following shall be prominently displayed or made available by hyperlink on all of the City's interactive social media:

> *As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner. The City's interactive social media is intended to be a limited public forum. The City intends to regulate the content posted by the public using the City's social media reasonably in light*

of the purposes of the social media, and in a viewpoint-neutral manner, in accordance with the City's Media, Digital Communications, and Social Media Policy, available at [link].

A comment posted by a member of the public on any City social media is the opinion of the commentator only, and publication of a comment does not imply endorsement of or agreement by the City, nor do such comments reflect the opinions or policies of the City. The City may deny access to City social media platforms to any individual or group who violates this policy at any time and without prior notice.

The City does not endorse any hyperlink or advertisement placed on or made in connection with City social media by the social media owners, vendors, or partners, and over which the City has no control.

Comments on any and all City social media platforms that contain any prohibited content as set forth in the the City's Media, Digital Communications, and Social Media Policy will be removed, regardless of viewpoint. Any content thus removed will be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available. Prohibited content is content that:

- *Constitutes spam or repetitive postings;*
- *Contains obscenity as defined by law;*
- *Contains true threats or targeted unlawful harassment;*
- *Promotes or encourages unlawful activity;*
- *Contains malware, phishing, malicious software, or fraudulent links that may compromise system security;*
- *Violates intellectual property rights such as copyright or trademarks;*
- *Contains personally identifiable information (except the names of personnel whose job duties include being available for contact by the public), protected personal information, or confidential information;*
- *Impersonates another person or entity;*
- *Contains commercial solicitations unrelated to a legitimate governmental purpose;*
- *Constitutes political activity prohibited by Section 6.3 of the City's Media, Digital Communications, and Social Media Policy;*
- *Contains sexual content;*

- *Contains profanity;*
- *Promotes, fosters or perpetuates discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or other protected class of any person;*
- *Contains information or data that may compromise the safety or security of the public, law enforcement, or public systems;*
- *Is unrelated to the specific topic or purpose of the post or forum;*
- *Violates the terms of service of the applicable platform; or*
- *Violates federal, state, or local law.*

Individuals who believe their content was improperly removed may contact the City's designated communications representative for administrative review at socialmedia@cityofperris.org.

This policy may be revised without notice at any time.

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8. WEBSITE CONTENT AND EXTERNAL ORGANIZATION INFORMATION

8.1 External Information

The City may publish or share information from outside organizations when such information serves a legitimate public informational purpose and relates to community activities, services, educational opportunities, events, public resources, or civic engagement. However, City social media posts should link back to information on the City website rather than information on external websites when feasible.

8.2 No Endorsement

Publication of external information, events, services, programs, organizations, or hyperlinks shall not constitute endorsement, sponsorship, approval, or certification by the City.

8.3 Eligibility Standards

External information may be considered for publication when it:

- Provides a community benefit;

- Relates to residents, businesses, or visitors within the City or surrounding region;
- Is informational rather than primarily commercial in nature;
- Complies with applicable law;
- Does not discriminate in violation of law;
- Does not promote unlawful activity; and
- Is submitted in accordance with administrative procedures established by the City.

8.4 Prohibited External Content

The City shall not publish or promote external content that is prohibited by this Policy, including as specified in Section 7.3.

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8.5 Discretionary Publication

The City reserves the right to decline publication of any external content.

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9. ARTIFICIAL INTELLIGENCE AND AUTOMATED CONTENT TOOLS

9.1 Authorized Use

Artificial intelligence tools may be utilized in a limited and assistive capacity to support drafting, editing, transcription, translation, formatting, accessibility, research organization, or administrative efficiency.

9.2 Human Oversight Required

AI-assisted content may not be published, transmitted, or used to make an official City representation unless an authorized City personnel reviews it for factual accuracy, legal compliance, accessibility, confidentiality, copyright, tone, and consistency with City policy. Human review shall be meaningful and shall not consist solely of automated approval.

9.3 Limitations on AI Use

The City shall not rely upon artificial intelligence systems as the primary creator of official creative, strategic, policy, or community engagement content.

The City shall not deploy autonomous systems to independently issue official statements or engage in unsupervised public interaction unless specifically authorized by the City Manager or designee.

9.4 Restricted Uses

Absent express authorization, AI-generated impersonations, synthetic voice reproductions, deceptive media, or manipulated audiovisual content intended to mislead the public are prohibited.

9.5 Confidential Information

City personnel shall not input confidential, privileged, protected, or non-public information into publicly accessible AI systems unless specifically authorized and compliant with applicable cybersecurity and privacy requirements.

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10. ACCESSIBILITY AND DIGITAL COMPLIANCE

10.1 Accessibility Commitment

The City shall ensure that digital communications, online services, and electronic information are reasonably accessible to individuals with disabilities and members of the public using assistive technologies.

The City recognizes the importance of equal access to governmental information and services and shall make reasonable efforts to improve accessibility across City Media Platforms.

10.2 Applicable Standards

Except where an applicable legal exception applies, web content and mobile applications covered by Title II of the ADA shall conform to WCAG 2.1 Level AA. City digital communications and online content shall comply with:

- The Americans with Disabilities Act (ADA);
- Section 504 of the Rehabilitation Act;
- Applicable Section 508 standards;
- Web Content Accessibility Guidelines (WCAG), as applicable; and
- Applicable California accessibility requirements.

10.3 Accessibility Practices

Departments and authorized personnel should utilize accessibility best practices whenever reasonably feasible, including:

- Captioning or subtitles for video content;
- Alternative text descriptions for images and graphics;

- Accessible formatting for digital documents;
- Readable font styles and formatting;
- Proper heading structure;
- Color contrast considerations;
- Accessible hyperlink descriptions; and
- Compatibility with screen readers and assistive technologies.

10.4 Third-Party Platforms

The City acknowledges that certain third-party platforms may contain accessibility limitations outside the City's direct control.

Whenever reasonably feasible, the City shall attempt to provide accessible alternatives or supplemental information upon request.

10.5 Accessibility Requests

Members of the public may request reasonable accommodations or accessible versions of digital materials in accordance with applicable law and City procedures.

11. RECORDS RETENTION AND PUBLIC RECORDS

11.1 Public Records

Communications created, received, retained, or maintained through City Media Platforms may constitute public records subject to disclosure pursuant to the California Public Records Act (Government Code section 7920.000 et seq.), as amended. Content created, received, maintained, used, or retained through City Media Platforms – including posts, comments, captions, likes, direct messages, photographs or videos, or any other form of content on the City's social media platform is considered a public record when it relates to the conduct of the public's business, subject to applicable exemptions and retention requirements.

The California Public Records Act governs public access to records. The City's adopted records retention schedule and applicable law govern the retention and authorized destruction of City records.

11.2 Retention Requirements

Public records maintained through City Media Platforms shall be preserved in accordance with:

- Applicable federal and state law;
- The City's adopted records retention schedule;
- Applicable litigation hold requirements; and

- Applicable records management procedures.

11.3 Preservation Standards

Whenever reasonably feasible:

- Social media and digital communication records shall be captured in a continuous or regularly automated manner;
- Records shall preserve associated metadata;
- Records shall be archived in formats that preserve the integrity and context of communications;
- Conversation threads and associated media shall be preserved when reasonably feasible; and
- Records shall remain searchable and retrievable for lawful disclosure purposes.

11.4 Litigation Holds and Pending Requests

Records subject to litigation holds, audits, investigations, claims, subpoenas, or pending public records requests shall not be deleted, altered, or destroyed unless authorized by law.

11.5 Third-Party Platform Limitations

The City acknowledges that third-party platforms may alter, restrict, remove, or limit access to content outside the City's control.

Departments utilizing third-party platforms should implement reasonable administrative measures to preserve official records.

11.6 Records Responsibility

Departments utilizing City Media Platforms are responsible for coordinating with the City Clerk, Records Manager, Information Technology staff, and other designated personnel to ensure proper retention and preservation of records.

12. EMPLOYEE RESPONSIBILITIES

12.1 Authorized Communications

Only authorized personnel may issue official City communications through Official City Accounts.

Departments shall identify personnel authorized to create, review, approve, and publish official content.

12.2 Professional Conduct

City personnel utilizing City Media Platforms in the course of their employment shall conduct themselves in a professional, respectful, and lawful manner consistent with:

- Applicable City policies, including this Policy;
- Personnel rules;
- Ethical obligations;
- Confidentiality requirements; and
- Applicable federal and state law.

City personnel utilizing City Media Platforms in the course of their employment shall self-moderate the content of their postings consistent with the foregoing, although the PIO also reserves the right to remove any posted content as provided in Section 7.3.

City officials posting on City Media Platforms shall adhere to the Ralph M. Brown Act and other applicable laws.

12.3 Personal Accounts

City employees and officials using personal social media accounts do not speak on behalf of the City unless expressly authorized.

City employees and officials shall not represent personal opinions as official City positions.

Nothing in this Policy is intended to interfere with rights protected by applicable law.

12.4 Confidential and Protected Information

City employees and officials shall not disclose confidential, privileged, protected, or non-public information through City Media Platforms or personal accounts.

12.5 Intellectual Property

City personnel shall comply with applicable copyright, trademark, licensing, and intellectual property laws when publishing digital content.

13. EMERGENCY COMMUNICATIONS

13.1 Emergency Authority

During emergencies, disasters, or urgent public safety incidents, the City Manager, Public Information Officer, Emergency Operations personnel, or authorized designees may prioritize rapid dissemination of official information through City Media Platforms.

13.2 Emergency Communications Procedures

Emergency communications may supersede normal publication procedures when necessary to protect public health, safety, or welfare.

Departments shall coordinate emergency messaging whenever reasonably feasible to ensure consistency and accuracy.

13.3 Public Safety Information

Official emergency communications should clearly identify:

- The issuing authority;
- Relevant safety instructions;
- Time-sensitive information; and
- Emergency contact information when appropriate.

14. DISCLAIMER

14.1 General Disclaimer

The City does not guarantee the accuracy, completeness, or timeliness of information posted by third parties on City Media Platforms.

The City is not responsible for content posted by members of the public or by external organizations.

14.2 External Links

Links to external websites are provided for informational purposes only.

The City does not control external websites and is not responsible for external content, availability, privacy practices, or accessibility.

14.3 Platform Availability

The City does not guarantee uninterrupted access to City Media Platforms or third-party social media services. The City reserves the right to implement or remove any functionality of its social media platform when deemed appropriate by the PIO.

15. VIOLATIONS

15.1 Employee Violations

Violation of this Policy by City personnel may result in disciplinary action consistent with applicable law, personnel rules, collective bargaining agreements, and City policy.

15.2 Public Violations

The City reserves the right to remove content or restrict access to City Media Platforms consistent with this Policy, applicable law, and platform terms of service.

15.3 Referral to Law Enforcement

The City may refer unlawful conduct, threats, or criminal activity to appropriate law enforcement authorities.

16. SEVERABILITY

If any provision of this Policy is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

17. POLICY REVIEW AND AMENDMENT

17.1 Periodic Review

This Policy should be periodically reviewed to ensure continued compliance with evolving legal, technological, operational, cybersecurity, accessibility, and public communication standards.

17.2 Administrative Procedures

The City Manager or designee may establish administrative procedures, departmental guidelines, technical standards, and operational protocols necessary to implement this Policy.

17.3 Amendments

This Policy may be amended, revised, or rescinded by the City Council.

18. EFFECTIVE DATE

This Policy shall become effective on November 10, 2026.

CITY COUNCIL ADOPTION

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Perris on the 10th day of November 2026.

Approved for distribution:

City Manager, Clara Miramontes

ATTACHMENT 2

City of Perris Media, Digital Communications, and Social Media Policy

CITY OF PERRIS

MEDIA, DIGITAL COMMUNICATIONS, AND SOCIAL MEDIA POLICY

Resolution No. [next in order]

Adopted: November 10, 2026

---

1. PURPOSE

The purpose of this Media, Digital Communications, and Social Media Policy ("Policy") is to establish the City of Perris' ("City") general standards and procedures governing the creation, administration, use, publication, retention, and oversight of official City communications distributed through social media platforms, City-operated websites, digital communication channels, multimedia platforms, and other electronic communication technologies.

All content created, received, transmitted, stored on, or deleted from the City's information systems is exclusively the property of the City or, to the extent provided by applicable law, of the person or entity that created or owns the copyright or trademark rights to that content.

This Policy is intended to:

- Promote accurate, timely, and accessible communication with the public;
- Encourage public engagement consistent with applicable law;
- Ensure compliance with federal and California legal requirements;
- Protect the integrity and security of official City communications;
- Establish standards for user-generated content and public interaction;
- Provide guidance regarding artificial intelligence-assisted communications;
- Establish procedures regarding publication of external organization information and community event postings;
- Ensure proper preservation and retention of public records.

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2. AUTHORITY

This Policy is adopted pursuant to the City's authority under applicable federal and California law, including but not limited to:

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- California Government Code section 34090 et seq. (Records Retention);
- The Ralph M. Brown Act;
- Applicable First Amendment principles;
- The Americans with Disabilities Act (ADA); and
- Applicable cybersecurity, records management, and public communications requirements.

---

3. SCOPE

This Policy applies to:

- All City departments, divisions, commissions, boards, committees, and authorized personnel;
- All official City websites and microsites;
- All official City social media accounts and digital communication platforms;
- Any City-sponsored digital communication or publication;
- User-generated content appearing on City-controlled digital platforms; and
- Artificial intelligence-assisted communications created for official City use.

This Policy does not govern personal social media accounts or personal speech by employees or elected officials unless such accounts are used to conduct official City business or represent official City positions.

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4. DEFINITIONS

For purposes of this Policy:

4.1 Artificial Intelligence (AI)

"Artificial Intelligence" or "AI" refers to software systems or automated tools capable of generating, modifying, analyzing, or assisting with text, images, audio, video, or other content.

4.2 City Media Platforms

"City Media Platforms" include official City websites, social media accounts, streaming services, digital publications, newsletters, podcasts, mobile applications, live meetings, and other City-operated communication platforms.

4.3 Comment or User-Generated Content

"Comment" or "User-Generated Content" means information, text, photographs, graphics, videos, audio, hyperlinks, or other content submitted or posted by members of the public to a City Media Platform.

4.4 Official City Account

"Official City Account" means any digital account, page, profile, channel, or platform established, maintained, or authorized by the City for official communication purposes.

4.5 Personnel

"Personnel" means all City employees (full-time, part-time contract, interim, temporary and seasonal), volunteers, contractors, consultants, vendors and other persons at the City, including all personnel affiliated with third parties who have access and/or authorization to use City social media. Members of the City's legislative bodies are excluded from this definition.

4.6 Public Information Officer

"Public Information Officer" ("PIO") means the City employee designated by the City Manager to oversee implementation and administration of this Policy.

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5. ADMINISTRATION AND AUTHORIZATION

5.1 Oversight Authority

The Public Information Officer (PIO) shall have overall authority for implementation and enforcement of this Policy.

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- Shall remain the property of the City;
- Shall use City-approved branding and naming conventions; and
- Shall be maintained using City-controlled contact information and credentials.

5.3 Account Administration

- Departments shall maintain current administrative access records for all Official City Accounts.
- Multi-factor authentication and other appropriate cybersecurity safeguards shall be utilized whenever reasonably feasible.
- Administrative access shall be promptly revoked upon employee separation, reassignment, or loss of authorization.

---

6. GENERAL COMMUNICATION STANDARDS

6.1 Official Purpose

City Media Platforms shall be used for the purpose of communicating City information to the public, including information related to:

- City programs, services and events;
- Public meetings and hearings;
- Public safety information;
- Emergency notifications;
- Infrastructure and operational updates;
- Public education and outreach; or
- Other legitimate governmental purposes.

City Media Platforms are not public forums (see Section 7.1 below).

6.2 Accuracy and Professionalism

All published communications shall strive to be:

- Accurate;
- Timely;
- Professional;
- Respectful;
- Accessible; and
- Consistent with applicable law and City policy.

6.3 Political Activity Prohibited

City Media Platforms shall not be used for:

- Campaign activity;
- Political advocacy;
- Endorsement of candidates;
- Ballot measure advocacy unless expressly authorized by law; or
- Personal political activity.

---

7. SOCIAL MEDIA USE AND PUBLIC PARTICIPATION

7.1 Limited Public Forum

Official City Accounts that are made available to the public as interactive City Media Platforms are intended to serve as limited public forums for communication of information and discussion related to City programs, services, events, and operations consistent with the purpose of the City Media Platform.

The City will administer its City Media Platforms in a manner consistent with applicable law, operational needs, platform functionality, and this Policy.

7.2 Public Participation

The City encourages respectful public engagement consistent with this Policy through Official City Accounts that are made available to the public as interactive City Media Platforms.

Comments posted by members of the public do not reflect the opinions, policies, or positions of the City.

7.3 Content Moderation Standards

The City shall administer this Policy consistently and in a viewpoint-neutral manner.

The City, via the PIO, may remove, restrict, hide, or report content that is prohibited by this policy. Prohibited content includes content that:

- Constitutes spam or repetitive postings;
- Contains obscenity as defined by law;
- Contains true threats or targeted unlawful harassment;
- Promotes or encourages unlawful activity;
- Contains malware, phishing, malicious software, or fraudulent links that may compromise system security;

- Violates intellectual property rights such as copyright or trademarks;
- Contains personally identifiable information (except the names of personnel whose job duties include being available for contact by the public), protected personal information, or confidential information;
- Impersonates another person or entity;
- Contains commercial solicitations;
- Constitutes political activity prohibited by Section 6.3 of this policy;
- Contains sexual content;
- Contains profanity;
- Promotes, fosters or perpetuates discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or other protected class of any person;
- Contains information or data that may compromise the safety or security of the public, law enforcement, or public systems;
- Is unrelated to the specific topic or purpose of the post or forum;
- Violates the terms of service of the applicable platform; or
- Violates federal, state, or local law.

The City will not remove, hide, restrict, or otherwise moderate content merely because it is unpopular, rude, hyperbolic, or contains criticism or negative views regarding the City, its officials, employees, policies, programs, or services, but may remove such content if it independently falls within a category expressly identified in this Policy and the restriction is permitted by law.

Any content removed based on this Policy must be retained for a reasonable period, including the time, date, identity of the poster when available, and the reason for removal.

7.4 Administrative Review

Individuals who believe their content was improperly removed may contact the City's designated communications representative for administrative review at socialmedia@cityofperris.org.

7.5 Third-Party Platforms

All users of City social media platforms remain subject to the terms of service, privacy policies, and rules established by the applicable third-party platform provider.

7.6 Required Information

The following shall be prominently displayed or made available by hyperlink on all of the City's interactive social media:

As a public entity, the City must abide by certain standards to serve all its constituents in a civil and unbiased manner. The City's interactive social media is intended to be a limited public forum. The City intends to regulate the content posted by the public using the City's social media reasonably in light of the purposes of the social media, and in a viewpoint-neutral manner, in accordance with the City's Media, Digital Communications, and Social Media Policy, available at [link].

A comment posted by a member of the public on any City social media is the opinion of the commentator only, and publication of a comment does not imply endorsement of or agreement by the City, nor do such comments reflect the opinions or policies of the City. The City may deny access to City social media platforms to any individual or group who violates this policy at any time and without prior notice.

The City does not endorse any hyperlink or advertisement placed on or made in connection with City social media by the social media owners, vendors, or partners, and over which the City has no control.

Comments on any and all City social media platforms that contain any prohibited content as set forth in the the City's Media, Digital Communications, and Social Media Policy will be removed, regardless of viewpoint. Any content thus removed will be retained by the City for a reasonable period of time, including the time, date and identity of the poster, when available. Prohibited content is content that:

- *Constitutes spam or repetitive postings;*
- *Contains obscenity as defined by law;*
- *Contains true threats or targeted unlawful harassment;*
- *Promotes or encourages unlawful activity;*
- *Contains malware, phishing, malicious software, or fraudulent links that may compromise system security;*
- *Violates intellectual property rights such as copyright or trademarks;*
- *Contains personally identifiable information (except the names of personnel whose job duties include being available for contact by the public), protected personal information, or confidential information;*
- *Impersonates another person or entity;*
- *Contains commercial solicitations unrelated to a legitimate governmental purpose;*

- *Constitutes political activity prohibited by Section 6.3 of the City's Media, Digital Communications, and Social Media Policy;*
- *Contains sexual content;*
- *Contains profanity;*
- *Promotes, fosters or perpetuates discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or other protected class of any person;*
- *Contains information or data that may compromise the safety or security of the public, law enforcement, or public systems;*
- *Is unrelated to the specific topic or purpose of the post or forum;*
- *Violates the terms of service of the applicable platform; or*
- *Violates federal, state, or local law.*

Individuals who believe their content was improperly removed may contact the City's designated communications representative for administrative review at socialmedia@cityofperris.org.

This policy may be revised without notice at any time.

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8. WEBSITE CONTENT AND EXTERNAL ORGANIZATION INFORMATION

8.1 External Information

The City may publish or share information from outside organizations when such information serves a legitimate public informational purpose and relates to community activities, services, educational opportunities, events, public resources, or civic engagement. However, City social media posts should link back to information on the City website rather than information on external websites when feasible.

8.2 No Endorsement

Publication of external information, events, services, programs, organizations, or hyperlinks shall not constitute endorsement, sponsorship, approval, or certification by the City.

8.3 Eligibility Standards

External information may be considered for publication when it:

- Provides a community benefit;
- Relates to residents, businesses, or visitors within the City or surrounding region;
- Is informational rather than primarily commercial in nature;
- Complies with applicable law;
- Does not discriminate in violation of law;
- Does not promote unlawful activity; and
- Is submitted in accordance with administrative procedures established by the City.

8.4 Prohibited External Content

The City shall not publish or promote external content that is prohibited by this Policy, including as specified in Section 7.3.

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8.5 Discretionary Publication

The City reserves the right to decline publication of any external content.

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9. ARTIFICIAL INTELLIGENCE AND AUTOMATED CONTENT TOOLS

9.1 Authorized Use

Artificial intelligence tools may be utilized in a limited and assistive capacity to support drafting, editing, transcription, translation, formatting, accessibility, research organization, or administrative efficiency.

9.2 Human Oversight Required

AI-assisted content may not be published, transmitted, or used to make an official City representation unless an authorized City personnel reviews it for factual accuracy, legal compliance, accessibility, confidentiality, copyright, tone, and consistency with City policy. Human review shall be meaningful and shall not consist solely of automated approval.

9.3 Limitations on AI Use

The City shall not rely upon artificial intelligence systems as the primary creator of official creative, strategic, policy, or community engagement content.

The City shall not deploy autonomous systems to independently issue official statements or engage in unsupervised public interaction unless specifically authorized by the City Manager or designee.

9.4 Restricted Uses

Absent express authorization, AI-generated impersonations, synthetic voice reproductions, deceptive media, or manipulated audiovisual content intended to mislead the public are prohibited.

9.5 Confidential Information

City personnel shall not input confidential, privileged, protected, or non-public information into publicly accessible AI systems unless specifically authorized and compliant with applicable cybersecurity and privacy requirements.

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10. ACCESSIBILITY AND DIGITAL COMPLIANCE

10.1 Accessibility Commitment

The City shall ensure that digital communications, online services, and electronic information are reasonably accessible to individuals with disabilities and members of the public using assistive technologies.

The City recognizes the importance of equal access to governmental information and services and shall make reasonable efforts to improve accessibility across City Media Platforms.

10.2 Applicable Standards

Except where an applicable legal exception applies, web content and mobile applications covered by Title II of the ADA shall conform to WCAG 2.1 Level AA. City digital communications and online content shall comply with:

- The Americans with Disabilities Act (ADA);
- Section 504 of the Rehabilitation Act;
- Applicable Section 508 standards;
- Web Content Accessibility Guidelines (WCAG), as applicable; and
- Applicable California accessibility requirements.

10.3 Accessibility Practices

Departments and authorized personnel should utilize accessibility best practices whenever reasonably feasible, including:

- Captioning or subtitles for video content;
- Alternative text descriptions for images and graphics;
- Accessible formatting for digital documents;
- Readable font styles and formatting;
- Proper heading structure;
- Color contrast considerations;
- Accessible hyperlink descriptions; and
- Compatibility with screen readers and assistive technologies.

10.4 Third-Party Platforms

The City acknowledges that certain third-party platforms may contain accessibility limitations outside the City's direct control.

Whenever reasonably feasible, the City shall attempt to provide accessible alternatives or supplemental information upon request.

10.5 Accessibility Requests

Members of the public may request reasonable accommodations or accessible versions of digital materials in accordance with applicable law and City procedures.

11. RECORDS RETENTION AND PUBLIC RECORDS

11.1 Public Records

Communications created, received, retained, or maintained through City Media Platforms may constitute public records subject to disclosure pursuant to the California Public Records Act (Government Code section 7920.000 et seq.), as amended. Content created, received, maintained, used, or retained through City Media Platforms – including posts, comments, captions, likes, direct messages, photographs or videos, or any other form of content on the City's social media platform is considered a public record when it relates to the conduct of the public's business, subject to applicable exemptions and retention requirements.

The California Public Records Act governs public access to records. The City's adopted records retention schedule and applicable law govern the retention and authorized destruction of City records.

11.2 Retention Requirements

Public records maintained through City Media Platforms shall be preserved in accordance with:

- Applicable federal and state law;

- The City's adopted records retention schedule;
- Applicable litigation hold requirements; and
- Applicable records management procedures.

11.3 Preservation Standards

Whenever reasonably feasible:

- Social media and digital communication records shall be captured in a continuous or regularly automated manner;
- Records shall preserve associated metadata;
- Records shall be archived in formats that preserve the integrity and context of communications;
- Conversation threads and associated media shall be preserved when reasonably feasible; and
- Records shall remain searchable and retrievable for lawful disclosure purposes.

11.4 Litigation Holds and Pending Requests

Records subject to litigation holds, audits, investigations, claims, subpoenas, or pending public records requests shall not be deleted, altered, or destroyed unless authorized by law.

11.5 Third-Party Platform Limitations

The City acknowledges that third-party platforms may alter, restrict, remove, or limit access to content outside the City's control.

Departments utilizing third-party platforms should implement reasonable administrative measures to preserve official records.

11.6 Records Responsibility

Departments utilizing City Media Platforms are responsible for coordinating with the City Clerk, Records Manager, Information Technology staff, and other designated personnel to ensure proper retention and preservation of records.

12. EMPLOYEE RESPONSIBILITIES

12.1 Authorized Communications

Only authorized personnel may issue official City communications through Official City Accounts.

Departments shall identify personnel authorized to create, review, approve, and publish official content.

12.2 Professional Conduct

City personnel utilizing City Media Platforms in the course of their employment shall conduct themselves in a professional, respectful, and lawful manner consistent with:

- Applicable City policies, including this Policy;
- Personnel rules;
- Ethical obligations;
- Confidentiality requirements; and
- Applicable federal and state law.

City personnel utilizing City Media Platforms in the course of their employment shall self-moderate the content of their postings consistent with the foregoing, although the PIO also reserves the right to remove any posted content as provided in Section 7.3.

City officials posting on City Media Platforms shall adhere to the Ralph M. Brown Act and other applicable laws.

12.3 Personal Accounts

City employees and officials using personal social media accounts do not speak on behalf of the City unless expressly authorized.

City employees and officials shall not represent personal opinions as official City positions.

Nothing in this Policy is intended to interfere with rights protected by applicable law.

12.4 Confidential and Protected Information

City employees and officials shall not disclose confidential, privileged, protected, or non-public information through City Media Platforms or personal accounts.

12.5 Intellectual Property

City personnel shall comply with applicable copyright, trademark, licensing, and intellectual property laws when publishing digital content.

13. EMERGENCY COMMUNICATIONS

13.1 Emergency Authority

During emergencies, disasters, or urgent public safety incidents, the City Manager, Public Information Officer, Emergency Operations personnel, or authorized designees may prioritize rapid dissemination of official information through City Media Platforms.

13.2 Emergency Communications Procedures

Emergency communications may supersede normal publication procedures when necessary to protect public health, safety, or welfare.

Departments shall coordinate emergency messaging whenever reasonably feasible to ensure consistency and accuracy.

13.3 Public Safety Information

Official emergency communications should clearly identify:

- The issuing authority;
- Relevant safety instructions;
- Time-sensitive information; and
- Emergency contact information when appropriate.

14. DISCLAIMER

14.1 General Disclaimer

The City does not guarantee the accuracy, completeness, or timeliness of information posted by third parties on City Media Platforms.

The City is not responsible for content posted by members of the public or by external organizations.

14.2 External Links

Links to external websites are provided for informational purposes only.

The City does not control external websites and is not responsible for external content, availability, privacy practices, or accessibility.

14.3 Platform Availability

The City does not guarantee uninterrupted access to City Media Platforms or third-party social media services. The City reserves the right to implement or remove any functionality of its social media platform when deemed appropriate by the PIO.

15. VIOLATIONS

15.1 Employee Violations

Violation of this Policy by City personnel may result in disciplinary action consistent with applicable law, personnel rules, collective bargaining agreements, and City policy.

15.2 Public Violations

The City reserves the right to remove content or restrict access to City Media Platforms consistent with this Policy, applicable law, and platform terms of service.

15.3 Referral to Law Enforcement

The City may refer unlawful conduct, threats, or criminal activity to appropriate law enforcement authorities.

16. SEVERABILITY

If any provision of this Policy is determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

17. POLICY REVIEW AND AMENDMENT

17.1 Periodic Review

This Policy should be periodically reviewed to ensure continued compliance with evolving legal, technological, operational, cybersecurity, accessibility, and public communication standards.

17.2 Administrative Procedures

The City Manager or designee may establish administrative procedures, departmental guidelines, technical standards, and operational protocols necessary to implement this Policy.

17.3 Amendments

This Policy may be amended, revised, or rescinded by the City Council.

18. EFFECTIVE DATE

This Policy shall become effective on November 10, 2026.

CITY COUNCIL ADOPTION

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Perris on the 10th day of November 2026.

Approved for distribution:

City Manager, Clara Miramontes

ATTACHMENT 3

Resolution Number 5627

RESOLUTION NUMBER 5627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AND ADOPTING A POLICY REGARDING CITY SOCIAL MEDIA SITES

WHEREAS, to address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the City of Perris has established and maintains official social media sites; and

WHEREAS, the purpose of the City's social media sites (*e.g.*, Instagram, Facebook, Twitter, YouTube, etc.) is to provide content to community members about City services, events and activities; and

WHEREAS, while questions, comments, and concerns from the public are welcome and encouraged on the City's social media sites, the City's social media sites are not public forums; and

WHEREAS, therefore, the City now desires to establish a social media policy to enact courteous and productive use guidelines for interactions with the City's social media sites and posts.

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

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

Section 2. Adoption and Approval of Social Media Policy. City Council hereby adopts and approves the "Social Media Policy – Administrative Policy No. (next in order)" as attached to this Resolution as Exhibit A.

Section 3. Effective Date. This Resolution shall be effective upon its adoption. The City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this 28th day of January 2020.

Mayor, Michael M. Vargas

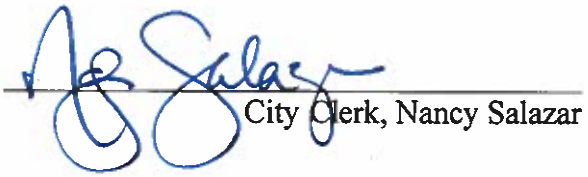
ATTEST:

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 5627 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 28th day of January 2020, and that it was so adopted by the following called vote:

AYES: MAGAÑA, CORONA, RABB, ROGERS, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



City Clerk, Nancy Salazar

EXHIBIT 1

Social Media Policy

1. Purpose

To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience.

The purpose of the City of Perris' social media sites (e.g. Instagram, Facebook, Twitter, YouTube, etc.) is to provide content to community members about City services, events and activities. Questions, comments, and concerns from the public are welcome and encouraged, but please note these sites are not public forums.

The City of Perris' social media sites are meant to further the goals of the City and the missions of its departments. The City has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This policy establishes guidelines for the public's use of the City's social media sites.

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Twitter, Instagram, blogs, RSS, YouTube, Snapchat, LinkedIn, Nextdoor and Flickr. For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on a City of Perris social media site.

2. General Policy and Guidelines

2.1 All City social media sites are not public forums.

2.2 The City Manager, or his or her designee, will monitor content on City social media sites to ensure adherence to this Social Media Policy.

2.3 City social media sites must make clear that they are maintained by the City of Perris, that they follow the City's Social Media Policy.

2.4 Wherever possible, City social media sites should link back to the official City of Perris website for forms, documents, online services and other information necessary to conduct business with the City of Perris.

2.5 The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any post or comment that is removed by the City pursuant to this Social Media Policy or any applicable law shall be retained pursuant to Section 4 of this Social Media Policy.

2.6 These guidelines must be displayed on the City's social media sites or made available by hyperlink.

2.7 City social media sites are subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.

2.8 This Social Media Policy may be revised at any time.

3. Policy for Public Use of City Social Media Sites

The following policy shall apply to and be posted (either in its entirety or via hyperlink) on all City social media sites:

"Policy for Public Use of City Social Media Sites

For the purposes of this Policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on any City social media site.

By posting or commenting on the City of Perris's social media sites, you agree to the terms of use of the City of Perris's social media comment policy as provided herein.

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.

2. The intended purpose behind establishing City of Perris social media sites is to disseminate information from the City, about the City, to its citizens regarding City services, events and activities. The City has an overriding interest and expectation in deciding what is posted on or communicated on behalf of the City on City Social Media sites. Questions, comments, and concerns are welcome and encouraged, but please note that this is not a public forum.

3. To promote respectful discussion within this forum, we request that you be courteous and productive. By interacting with the City through any and all City Social Media sites, you agree to abide by this policy.

4. Posts and comments including, but not limited to, any of the following inappropriate forms of content shall not be permitted on City of Perris social media sites and are subject to removal and/or restriction by the Public Information Officer or his/her designees:

- Posts or comments that are off topic;
- Posts or comments that contain offensive, obscene, inflammatory, unlawful, threatening, harassing, illegal, defamatory, slanderous, or hostile language towards any individual or entity;
- Posts or comments that contain personally identifiable information. This refers to information that can be used to distinguish or trace an individual's identity,

either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. To protect your privacy, please do not share personal information;

- Posts or comments that contain offensive remarks that perpetuate discrimination on the basis of race, creed, color, age, religion, gender, marital status, or status with regard to public assistance, national origin, physical or mental disability or sexual orientation, as well as any other category protected by federal, state, or local laws;

- Posts or comments that are defamatory or personal attacks;

- Threats to any person or organization;

- Posts or comments that promote or endorse particular services, products, political organizations, campaigns, candidates, or ballot measures;

- Conduct in violation of any federal, state or local law;

- Encouragement of illegal activity;

- Content that infringes upon intellectual property.

5. A post or comment posted by a member of the public on any City of Perris social media site is the opinion of the commentator or poster only, and publication of a post or comment does not imply endorsement of, or agreement by, the City of Perris, nor do such posts or comments reflect the opinions or policies of the City of Perris.

6. City Departments shall monitor their social media sites for posts and comments in violation of this policy.

7. All posts and comments posted to Instagram, Facebook, Twitter or any other social media site are also bound by the respective social media site's specific use policy, and the City reserves the right to report any violation of Facebook's or any other social media sites use policy with the intent of taking appropriate and reasonable action.

9. By posting any content (e.g., a comment or post), a user agrees to indemnify and hold harmless the City of Perris, its officials, officers and employees, against any damages, losses, liabilities, judgements, causes of action, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim by a third party relating to any

material user has posted on the City of Perris' Instagram, Facebook page, Twitter or any other social media site."

4. Records Retention

City social media sites contain communications sent to or received by the City and its employees, and such communications are therefore public records subject to Government Code section 6250 et seq. These retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). Such public records shall be preserved pursuant to the City's records retention policy for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- Social media records are maintained in an authentic format (i.e., ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g., PDF).

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.I

MEETING DATE: November 10, 2026

SUBJECT: Consideration to approve an amended and restated Professional Services Agreement with HM Consultants, LLC for capital improvement project and engineering professional services, for a One-Year term.

REQUESTED ACTION: That the City Council review and approve an amended and restated agreement for capital improvement project and engineering professional services between the City of Perris and HM Consultants, LLC, approved as to form by the City Attorney.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On November 18, 2025, the Council approved an agreement renewal with HM Consultants to continue to perform various capital improvement engineering-related tasks and plan check-related services. At that time, due to the ongoing transition of bringing engineering services in-house, these services by HM Consultants, LLC, were necessary to ensure timely processing of on-going activity throughout the city. The in-house Engineering Department transition has been successfully completed and in full operation. However, there are multiple large on-going capital improvement projects throughout the city, including Ethanac Bridge, Morgan Street extension, Ellis Rd., Green Valley Park, various traffic signals, and pavement projects. Due to the high volume of ongoing engineering projects, continuous services by HM Consultants, LLC, are necessary to ensure the timely processing of ongoing development activity throughout the city. The consultant will continue to work closely with the management team to implement various Capital Improvement Projects. The terms and compensation shall remain the same, which includes a monthly retainer fee of $5,000, plus up to 20 hours per week for work on the I-215/Harley Knox interchange project at a rate of $150/hour, and plan check services fees paid by the developer/consultant.

BUDGET (or FISCAL) IMPACT:

No impact to the General Fund. There is sufficient funding in the 26-27 FY Budget to offset the costs of this agreement, and costs associated with plan checks are paid by the developer/applicant.

Prepared By: Clara Miramontes, City Manager

Attachments:
1. Agreement with HM Consulting LLC 2026 (2211782.1).docx
2. Existing Agreement-HM_Consultants.pdf

ATTACHMENT 1

Amended Agreement HM Consulting LLC

AMENDED AND RESTATED AGREEMENT FOR SERVICES BETWEEN CITY OF PERRIS AND HM CONSULTANTS LLC FOR CAPITAL IMPROVEMENT PROJECT AND ENGINEERING PROFESSIONAL SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into this ____ day of _____, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and HM CONSULTANTS LLC, a California limited liability company ("**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 dated December 14, 2021 ("HM Agreement") whereby HM Consultants, LLC, agreed to provide capital improvement project professional services to the City as provided therein until December 14, 2023.

B. On June 7, 2022, the City and Consultant entered into Amendment No. 1 to the HM Agreement, whereby civil engineering plan check services for development projects were added to the HM Agreement's scope of services.

C. On October 10, 2023, the City and Consultant entered into an Amended and Restated HM Agreement, thereby extending the term of the HM Agreement (as amended by Amendment No. 1) for continued services for an additional two (2) years, through December 14, 2025 ("2023 Amendment and Restatement").

D. On March 26, 2026, the City and Consultant entered into a further Amended and Restated HM Agreement, thereby extending the term of the HM Agreement (as amended by Amendment No. 1 and the 2023 Amendment and Restatement) for continued services for an additional one (1) year, through December 14, 2026, and modifying the scope of services (the "March 2026 Amendment and Restatement").

E. For the purposes of this Agreement, the HM Agreement, Amendment No. 1 thereto, the 2023 Amendment and Restatement, and the March 2026 Amended and Restated HM Agreement collectively shall be referred to as the "Original Agreement."

E. The City desires to continue to engage the capital improvement and engineering services of Consultant for an additional one year and to modify the Scope of Services, and the Parties desire to amend and restate the Original Agreement as provided herein in order to accomplish the aforementioned purpose. The Parties hereby ratify and affirm the continuous and uninterrupted term of the Original Agreement from its original effective date (December 14, 2021) through the effective date of this Agreement.

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 to amend and restate the Original Agreement, in its entirety, as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

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

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

ARTICLE 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

ARTICLE 3. COORDINATION OF WORK

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

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

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein

may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on Exhibit "A". Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

ARTICLE 4. TERM

4.1 Term. Unless earlier terminated in accordance with Article 4.2 of this Agreement, this Agreement shall continue in full force and effect until December 14, 2027 ("**Term**").

4.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

ARTICLE 5. MISCELLANEOUS

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

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

5.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

5.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

5.11 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic or digital. All such counterparts shall together constitute but one and the same Agreement.

[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:

_____
Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:
HM CONSULTANTS LLC, a California limited liability company

By: _____
Name: Habib Motlagh
Title: Managing Member

Address: 64 Spinnaker Way
Coronado, CA 92118

_____

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 ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Exhibits : A. Scope of Services
B. Special Requirements
C. Compensation

EXHIBIT A
SCOPE OF SERVICES

I. The Consultant shall perform the following task and duties:

- Project management and oversight of the consultants' work for the I-215/Harley Knox Interchange environmental and engineering services.
- Project management for the South Perris Road and Bridge Benefit District.
- Review miscellaneous development agreements and special projects.
- Provide project management and assistance to implement various Capital Improvement Projects, including review of credit and reimbursement agreements.
- Assist all departments in the pursuit of miscellaneous grants.
- Attendance at City Hall up to 20 hours per month, for meetings and project reviews of miscellaneous documents.
- Available for phone and zoom conference calls each business day.
- Review and respond to emails in a timely manner
- Review, approve, and comment on various documents, including development agreements, and other development applications, including plan check.
- Other tasks as assigned by the City Manager.
- Assistance with the development and implementation of the AB 98/SB 415 truck route study.

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EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

N/A

EXHIBIT C
SCHEDULE OF COMPENSATION

I. The Consultant shall receive a monthly retainer of Five Thousand Dollars ($5,000.00). Except as provided in Section II below, the retainer covers the following work:

- Project management and oversight of the consultants' work for the I-215/Harley Knox Interchange environmental and engineering services.
- Project management for the South Perris Road and Bridge Benefit District.
- Review miscellaneous development agreements and special projects.
- Provide project management and assistance to implement various Capital Improvement Projects, including review of credit and reimbursement agreements.
- Assist all departments in the pursuit of miscellaneous grants.
- Attendance at City Hall up to 20 hours per month, for meetings and project reviews of miscellaneous documents.
- Available for phone and zoom conference calls each business day.
- Review and respond to emails in a timely manner
- Review, approve, and comment on various documents, including development agreements, and other development applications, including plan check.
- Other tasks as assigned by the City Manager.
- Assistance with the development and implementation of the AB 98/SB 415 truck route study.

II. In addition to the retainer, the Consultant shall charge $150.00/hour, and up to 20 hours per month, for work on Capital Improvements Projects requiring continuous involvement and coordination under an approved CIP project and as approved/authorized by the City Manager, including the I-215/Harley Knox Interchange Improvements.

III. The Consultant shall provide civil engineering plan check services for development projects. This shall include review and approval of all civil engineering plans for on- and offsite improvements, including street, grading, paving, drainage, water, and sewer, excluding any building plan check. The plans shall be approved by the Consultant on behalf of the City. The Consultant's fee for such work is 60% of the fees paid by developer/applicant and collected by the City.

IV. Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by Consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed.

ATTACHMENT 2

Existing Agreement HM Consultants

AMENDED AND RESTATED AGREEMENT FOR SERVICES BETWEEN CITY OF PERRIS AND HM CONSULTANTS, LLC FOR CAPITAL IMPROVEMENT PROJECT AND ENGINEERING PROFESSIONAL SERVICES

THIS AMENDED AND RESTATED AGREEMENT FOR SERVICES ("**Agreement**") is made and entered into this 26 day of March, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and HM CONSULTANTS, LLC, a California limited liability company ("**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 dated December 14, 2021 ("HM Agreement") whereby HM Consultants, LLC, agreed to provide capital improvement project professional services to the City as provided therein until December 14, 2023.

B. On June 7, 2022, the City and Consultant entered into Amendment No. 1 to the HM Agreement, whereby civil engineering plan check services for development projects were added to the HM Agreement's scope of services.

C. On October 10, 2023, the City and Consultant entered into an Amended and Restated HM Agreement, thereby extending the term of the HM Agreement (as amended by Amendment No. 1) for continued services for an additional two (2) years, through December 14, 2025.

D. For the purposes of this Agreement, the HM Agreement, Amendment No. 1 thereto, and the Amended and Restated HM Agreement collectively shall be referred to as the "Original Agreement."

E. The City desires to continue to engage the capital improvement and engineering services of Consultant for an additional one year and to modify the Scope of Services, and therefore desire to amend and restate the Original Agreement as provided herein in order to accomplish the aforementioned purpose.

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 to amend and restate the Original Agreement, in its entirety, as follows:

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

ARTICLE 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

ARTICLE 3. COORDINATION OF WORK

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

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

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

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

obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

ARTICLE 4. TERM

4.1 Term. Unless earlier terminated in accordance with Article 4.2 of this Agreement, this Agreement shall continue in full force and effect until December 14, 2026 ("**Term**").

4.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

ARTICLE 5. MISCELLANEOUS

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

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

5.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

5.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

5.5 Interpretation. The terms of this Agreement shall be construed in accordance with

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

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

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

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

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

5.11 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic or digital. All such counterparts shall together constitute but one and the same Agreement.

[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:

Sunny K. Soltani, City Attorney
[jms; brj]

CONSULTANT:
HM CONSULTANTS LLC, a California limited liability company

By: _____
Name: Habib Motlagh
Title: Managing Member

Address: 64 Spinnaker Way
Coronado, CA 92118

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 ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

Exhibits : A. Scope of Services
B. Special Requirements
C. Compensation

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

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Exhibits : A. Scope of Services
B. Special Requirements
C. Compensation

EXHIBIT A
SCOPE OF SERVICES

I. The Consultant shall perform the following task and duties:

- Project management/oversight of the consultants' work for the I-215/Harley Knox IC environmental and engineering services.
- Project management for the I-215/Evans/Ellis IC, including selection of consultants.
- Project management for the South Perris Road and Bridge Benefit District.
- Review miscellaneous development agreements and special projects.
- Provide project management and assistance to implement various Capital Improvement Projects.
- Assist all departments in the pursuit of miscellaneous grants.
- Attendance at City Hall up to 20 hours per month, for meetings and project reviews of miscellaneous documents.
- Available for phone and zoom conference call each business day.
- Review and respond to emails in a timely manner
- Review, approve, and comment on various documents, including development agreements, and other development applications, including plan check.
- Other tasks as assigned by the City Manager.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

N/A

EXHIBIT C
SCHEDULE OF COMPENSATION

I. **The Consultant shall receive a monthly retainer of Five Thousand Dollars ($5,000.00). Except as provided in Section II below, the retainer covers the following work:**

- Project management/oversight of the consultants' work for the I-215/Harley Knox IC environmental and engineering services.
- Project management for the South Perris Road and Bridge Benefit District.
- Project management for the I-215/Evans/Ellis IC, including selection of consultants.
- Review miscellaneous development agreements and special projects.
- Provide project management and assistance to implement various Capital Improvement Projects.
- Assist all departments in the pursuit of miscellaneous grants.
- Other tasks as assigned by the City Manager.

II. **In addition to the retainer, the Consultant shall charge $150.00/hour, and up to 20 hours per month, for work on Capital Improvements Projects including the I-215/Harley Knox Interchange Improvements, and/or projects requiring continuous involvement, as approved and authorized by the City Manager.**

III. **The Consultant shall provide civil engineering plan check services for development projects. This shall include review and approval of all civil engineering plans for on and offsite improvements, including street, grading, paving, drainage, water, and sewer, excluding any building plan check. The plans shall be approved by the consultant on behalf of the City of Perris. The consultant fee for such work is 60% of the fees paid by developer/applicant and collected by the City.**

IV. **Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by consultant. Such invoice shall be in a form approved by the City Manager and shall include details as to the number of hours worked and the services performed.**

CITY OF PERRIS

10.J

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) Proclaiming the Existence of a Local Emergency Due to the Threatened Impacts of the Developing 2026-2027 El Niño Event.

REQUESTED ACTION: (1) Adopt proposed Resolution Number (next in order) proclaiming the existence of a local emergency within the City of Perris due to the threatened impacts of the developing 2026-2027 El Niño event (Attachment 1); and
(2) Approve the proposed Cal OES Form 130 (Designation of Applicant's Agent Resolution) (Attachment 2)

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On September 21, 2026, Governor Gavin Newsom proclaimed a statewide State of Emergency due to the developing 2026-2027 El Niño event. The Governor's proclamation cites the National Weather Service Climate Prediction Center's finding of a greater than 90 percent chance of a very strong El Niño this fall and winter, and a 69 percent chance that the event will reach historic strength during the October through December 2026 season. The proclamation directs state agencies to support local efforts to prepare for flooding, landslides, and mud and debris flows, and to pre-position flood-fight supplies and resources. (See Attachment 3).

Under Government Code Section 8630 and Section 2.44.060 of the Perris Municipal Code (PMC), the City Council may proclaim the existence or threatened existence of a local emergency. Under PMC Section 2.44.050(a) and 2.44.060, the City Manager serves as the City's Director of Emergency Services, and may request the City Council to proclaim the existence of a local emergency. "Emergency" is defined in PMC Section 2.44.020 as follows:

"The actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage or earthquake or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel,

equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat . . . .”

Based on the findings of the reports cited in the Governor's proclamation, damaging storms associated with the developing El Niño event could occur at any time between now and Spring of 2027, and indeed, the first storms already arrived in late October but fortunately did not cause significant damage. To ensure the City is prepared to effectively respond to this developing event, staff recommends, and the City Manager as Director of Emergency Services requests, based on those findings, that the City Council proclaim a local emergency. Doing so now will help ensure that emergency authorities and resources are in place before a damaging storm reaches Perris.

El Niño conditions threaten to bring heavier than usual rainfall, atmospheric river events, flooding of streets and properties, mud and debris flows, downed trees, power outages, road closures, and damage to roads, storm drains, and other public infrastructure.

Proclaiming a local emergency before damaging storms arrive activates emergency authorities available under state and local law and gives the City greater flexibility to respond quickly. A proclamation provides, without limitation:

- **Expedited purchasing and contracting:** use of emergency procurement procedures under Perris Municipal Code Section 2.44.090 to obtain necessary supplies, equipment, and services without the delays of standard processes.
- **Emergency orders and public safety measures:** authority to promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety, provided such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice.
- **Resource mobilization and mutual aid:** rapid deployment of City resources and coordination of requests through the County, State, and federal emergency management systems.
- **Legal protections:** statutory liability protections for the City and its personnel performing authorized emergency functions, consistent with applicable law.
- **State and federal assistance:** a foundation for requesting assistance under the California Disaster Assistance Act and federal programs, including reimbursement of eligible response and recovery costs.

Proclaiming the local emergency does not mean the situation has exceeded the City's ability to respond. It is a proactive measure that positions the City to act quickly and access resources if and when the threatened storms impact Perris.

Additionally, staff has prepared a proposed CalOES Form 130 (Designation of Applicant’s Agent Resolution) for Council approval (Attachment 2). An approved and completed Cal OES Form 130 submitted to Cal OES is required for the City to be eligible for Cal OES and FEMA disaster reimbursement funding. The proposed Cal OES Form 130 provides that the City Manager, the Director of Finance, or the Emergency Operations & Cannabis Compliance Manager is authorized to execute, for

and on behalf of the City, the form and submit it to Cal OES for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. It also provides that the City authorizes the City Manager, the Director of Finance, or the Emergency Operations & Cannabis Compliance Manager to provide to Cal OES for all matters pertaining to such state disaster assistance the assurances and agreements required.

The proposed Cal OES Form 130 is a universal resolution, effective for all open and future disasters and grants declared within three (3) years of approval, rather than being limited to this proclaimed emergency. This allows the City to apply for disaster assistance for any future emergency, such as an earthquake or wildfire, without returning to the City Council for a new designation. A disaster-specific resolution would require a disaster or grant number, which is not assigned until a disaster is declared.

RECOMMENDATION:

Staff recommends that the City Council adopt proposed Resolution Number (next in order) proclaiming the existence of a local emergency within the City of Perris due to the threatened impacts of the developing 2026-2027 El Niño event and approve the proposed Cal OES Form 130, so that the City is prepared to respond quickly and access state and federal resources if storms impact Perris.

BUDGET (or FISCAL) IMPACT:

There is no direct fiscal impact from adopting the Resolution. Emergency response costs will be paid from existing departmental budgets and tracked for potential reimbursement under the California Disaster Assistance Act and federal programs. If additional appropriations are needed, staff will return to the City Council.

Prepared By: Veronica Arana, Emergency Operations & Cannabis Compliance Manager

Attachments:
1. Proposed Resolution (next in order).docx
2. Proposed Cal OES Form 130 (Designation of Applicant's Agent Resolution).pdf
3. Governor's Proclamation of a State of Emergency, September 21, 2026.pdf

ATTACHMENT 1

RESOLUTION NUMBER (NEXT IN ORDER)

RESOLUTION NO. [NEXT IN ORDER]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY DUE TO THE THREATENED IMPACTS OF THE DEVELOPING 2026-2027 EL NIÑO EVENT

WHEREAS, Government Code Section 8630 and Section 2.44.060 of the Perris Municipal Code empower the City Council to proclaim the existence of a local emergency when conditions of disaster or of extreme peril to the safety of persons and property exist, or are threatened to exist, within the City of Perris ("City"); and

WHEREAS, the City Manager serves as the Director of Emergency Services for the City under Section 2.44.050(a) of the Perris Municipal Code; and

WHEREAS, on September 21, 2026, the Governor of the State of California proclaimed a State of Emergency statewide due to the developing 2026-2027 El Niño event, finding that conditions of extreme peril to the safety of persons and property exist and that local authority is inadequate to cope with the magnitude of the peril; and

WHEREAS, the National Weather Service Climate Prediction Center has reported that the El Niño event is strengthening, with a greater than 90 percent chance of a very strong event during the fall and winter of 2026-2027 and a significant chance that the event will reach historic strength; and

WHEREAS, conditions of disaster and extreme peril to the safety of persons and property are anticipated to arise within the City as a result of the developing El Niño event, which is expected to continue from this date until Spring of 2027; and

WHEREAS, these weather conditions threaten to bring heavier than usual rainfall, atmospheric river events, significant flooding of streets and properties, mud and debris flows, downed trees, power outages, road closures, damage to roads, storm drains, and other public infrastructure, the need for evacuations or emergency shelter, and other hazardous conditions; and

WHEREAS, since the Governor's proclamation on September 21, 2026, the City's Emergency Operations Division, in coordination with the City's Public Works Department and other City departments, has led Citywide El Niño preparedness efforts, including sandbag distribution planning, pre-positioning of personnel, equipment, and contracted resources, emergency shelter readiness, emergency purchase agreements with local vendors for priority supplies and services, coordination with the Riverside County Operational Area and fire and mutual aid partners, and a public communications campaign promoting personal preparedness. However, the emergency conditions and impacts of the developing El Niño event are likely to be beyond the control of the services, personnel, equipment, and facilities of the City, and to require the combined forces of other political subdivisions to combat; and

WHEREAS, Sections 2.44.050 and 2.44.060 of the Perris Municipal Code appoint the City Manager as Director of Emergency Services, and empower the Director to request the City Council to proclaim the existence or threatened existence of a local emergency, and the Director has made such request; and

WHEREAS, proclaiming a local emergency in advance of the anticipated storm impacts activates emergency authorities available under state and local law, allows the City to use emergency procurement procedures to obtain vital supplies, equipment, and services without delay, supports the rapid deployment of resources and requests for mutual aid, and establishes the foundation for requesting state and federal disaster assistance; and

WHEREAS, Government Code Section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every sixty (60) days until the local emergency is terminated, and Section 8630(d) requires the City Council to terminate the local emergency at the earliest possible date that conditions warrant; and

WHEREAS, the threatened existence of these conditions warrants and necessitates the proclamation of a local emergency.

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

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

SECTION 2. The adoption of this Resolution is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), and alternatively is exempt under Public Resources Code Section 21080(b)(4) and CEQA Guidelines Section 15269 as an action to prevent or mitigate an emergency.

SECTION 3. The City Council finds that conditions of extreme peril to the safety of persons and property are threatened within the City of Perris due to the developing El Niño event, and that these conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

SECTION 4. The City Council hereby proclaims that a local emergency now exists throughout the City of Perris, effective upon adoption of this Resolution, due to the developing El Niño event.

SECTION 5. During the existence of this proclaimed local emergency, the powers, functions, and duties of the Director of Emergency Services, the Disaster Council, and the emergency organization of the City shall be those prescribed by state law, Chapter 2.44 of the Perris Municipal Code, the City of Perris Emergency Operations Plan, and any City ordinances, resolutions or plans approved thereunder, including the authority to make expenditures in connection with emergency

activities as provided in the emergency purchase provisions of Section 2.44.090 of the Perris Municipal Code.

SECTION 6. The local emergency proclaimed by this Resolution shall be deemed to continue to exist until its termination is proclaimed by the City Council. The City Council shall review the need for continuing the local emergency at least once every sixty (60) days until the local emergency is terminated, and shall terminate the local emergency at the earliest possible date that conditions warrant.

SECTION 7. . The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy as soon as possible to the Riverside County Emergency Management Department, as the Operational Area, and to the California Governor's Office of Emergency Services, Southern Region.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 10th day of November, 2026.

_____

Michael M. Vargas, Mayor

ATTEST:

_____

Nancy Salazar, City Clerk

CITY CLERK CERTIFICATION

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 10th day of November, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Nancy Salazar, City Clerk

ATTACHMENT 2

PROPOSED CAL OES FORM 130

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Perris
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Director of Finance, OR
(Title of Authorized Agent)

Emergency Operations & Cannabis Compliance Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Perris,
(Name of Applicant)
a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Perris, a public entity established under the
(Name of Applicant)
laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 10 day of November, 20 26

Michael M.Vargas, Mayor
(Name and Title of Governing Body Representative)

Malcolm Corona, Mayor Pro-tem
(Name and Title of Governing Body Representative)

Elizabeth Vallejo, Councilmember
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Nancy Salazar (Name), duly appointed and City Clerk (Title) of City of Perris (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the City Council (Governing Body) of the City of Perris (Name of Applicant) on the 10 day of November, 20 26.

_____ City Clerk

(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

ATTACHMENT 3

GOVERNOR'S PROCLAMATION OF A STATE OF EMERGENCY, SEPTEMBER 21, 2026

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS in the past several years, California has experienced increasingly severe and destructive storms, including atmospheric river events that have caused widespread flooding, mud and debris flows, landslides, high winds, power outages, road and highway closures, evacuation orders, damage to homes and critical infrastructure, and disruption of essential services; and

WHEREAS climate change is intensifying these weather and hydrologic extremes in California, contributing to increasingly severe swings between drought and flooding, and heightening the risks that extreme storms pose to communities, infrastructure, natural resources, and the economy; and

WHEREAS California is entering the 2026–2027 wet season amid the ongoing development of a strong and likely historic El Niño event in the Pacific Ocean; and

WHEREAS the National Oceanic and Atmospheric Administration's National Weather Service Climate Prediction Center, in its August 13, 2026, diagnostic report, found that the El Niño event is strengthening, with a greater than 90 percent chance of a very strong event during Northern Hemisphere fall and winter of 2026–2027; and

WHEREAS the Climate Prediction Center projected a 69 percent chance that the event will reach historic strength during the October through December 2026 season, defined as a three-month Relative Oceanic Niño Index, and exceeding the strength of all prior El Niño events in the historical record beginning in 1950; and

WHEREAS the National Weather Service Climate Prediction Center has found that atmospheric conditions over the tropical Pacific are consistent with a strengthening El Niño, including changes in equatorial winds and an eastward shift in enhanced convection and rainfall toward the central and eastern Pacific, making it more likely that at least some parts of California will experience stronger storms in coming months; and

WHEREAS elevated baseline coastal water levels, combined with high tides, large waves, high surf, and coastal storms, can increase risks of coastal flooding, beach erosion, bluff erosion, transportation disruption, and damage to public and private infrastructure; and

WHEREAS California has already begun to experience effects attributed to this El Niño event, including unusual precipitation and significant coastal flooding; and

WHEREAS historical experience demonstrates that very strong El Niño events do not produce uniform statewide outcomes, but can be associated with exceptionally wet and destructive winter conditions in California; and

WHEREAS California's recent experience with atmospheric rivers, debris flows following wildfires, flash flooding, coastal erosion, inundation, and damage to transportation and flood-control infrastructure demonstrates the importance of procuring and positioning resources, clearing waterways, and taking additional actions to prepare before severe storms arrive; and

WHEREAS areas affected by recent wildfires are particularly susceptible to flash flooding, mud and debris flows, erosion, sediment transport, and road closures during high-intensity rainfall; and

WHEREAS in light of that experience, local governments, local water agencies, and local flood control authorities have requested action now to enable them to move quickly to begin preparations for preventing and responding to the impacts of potential flooding; and

WHEREAS low-income communities, farmworker families, rural residents, seniors, persons with disabilities, residents with limited transportation access, people experiencing homelessness, and communities in flood-prone, coastal, or post-fire areas may face disproportionate risks; and

WHEREAS the demonstrated potential for a very strong or historic-strength El Niño event to cause elevated coastal water levels and high-impact storms in California warrants early, coordinated, and targeted preparedness actions to protect Californians, critical infrastructure, agricultural lands, natural resources, and the State's economy; and

WHEREAS under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8558(b), I find that the developing El Niño event is likely to cause conditions that, by reason of their magnitude, are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

WHEREAS under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the extreme peril posed by the developing El Niño event; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of the developing El Niño event.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist statewide due to the developing 2026–2027 El Niño event.

IT IS HEREBY ORDERED THAT:

1. All agencies of the state government are to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Governor's Office of Emergency Services and the State Emergency Plan. The Governor's Office of Emergency Services shall coordinate statewide preparedness activities for potential severe weather, flooding, coastal flooding, erosion, mud and debris flows, and related impacts associated with conditions resulting from the El Niño event, including atmospheric rivers and other severe storm systems. The Governor's Office of Emergency Services shall work with local and tribal governments to support emergency planning, resource coordination, and requests for state assistance. To protect their safety, all residents are to obey the direction of emergency officials with regard to this emergency.

2. As necessary to assist local governments and for the protection of public safety and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of this emergency. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of this emergency.

3. The California Environmental Protection Agency and the California Natural Resources Agency, including boards, departments, and offices within those agencies, are directed to prioritize work to help local agencies prepare for anticipated impacts from the El Niño event. In particular, those state agencies are directed to prioritize permitting, consultation, and technical assistance to support local efforts to prevent or mitigate impacts from anticipated or potential flooding, landslides, and mud and debris flows, including local efforts to expedite levee and other flood management infrastructure repairs, vegetation management, debris removal, sediment management, bridge scour protection, and channel-capacity improvements. State agencies are directed to work with local agencies to issue any necessary permits or other approvals for such efforts as quickly as possible, including by identifying and invoking existing emergency authorities or other pathways for streamlined review. On or before October 16, 2026, the Secretary for Environmental Protection and the Secretary of the Natural Resources Agency shall submit a joint recommendation to my office as to whether further action or emergency suspensions are necessary to support and expedite this work.

4. The Governor's Office of Emergency Services shall coordinate the State's preparation for and response to the developing El Niño event, including by working with the Department of Water Resources and other appropriate government agencies to prepare to pre-position personnel, equipment, supplies, commodities, and other resources based on forecast conditions, local needs, and identified risks. In particular, this work shall draw on the Department of Water Resources' guidance regarding flood-risk-reduction activities.

5. The Department of Water Resources shall take appropriate action to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, equipment (including, but not limited to, sandbags, riprap and other rock materials, plastic sheeting, and pumps), and other materials necessary to support statewide flood preparedness, response, and protective actions in connection with the El Niño event. The Department of Water Resources shall coordinate with appropriate government agencies to identify priority areas for flood-fight material staging and plans to make these materials available where they are needed, when they are needed.

6. The Department of Water Resources, through its Division of Safety of Dams, shall conduct outreach to owners of jurisdictional dams regarding potential severe conditions during the El Niño event and shall reiterate to dam owners their responsibilities to inspect, operate, maintain, repair, and safely manage their dams and appurtenant structures in accordance

with applicable law, permit conditions, emergency action plans, and directives of the Division of Safety of Dams.

7. The Governor's Office of Emergency Services, in coordination with the Department of Water Resources, shall conduct outreach to counties, cities, and relevant local agencies that are responsible for levees, flood-control facilities, and associated structures that may be vulnerable to impacts of the El Niño event to take appropriate actions to procure, maintain, stage, pre-position, distribute, and replenish flood-fight supplies, commodities, equipment, and materials necessary to support flood preparedness, response, and protective actions.

8. The Department of Water Resources, in coordination with the State Water Resources Control Board, shall conduct outreach and education to advance groundwater recharge projects and to use flood flows to recharge groundwater aquifers under existing law with the goal of reducing flood impacts and strengthening local water supplies.

9. Consistent with Paragraph 3 of this Proclamation, the Coastal Commission is directed to expedite review and action on proposed development by coastal communities to prepare for the impacts of this El Niño event. Coastal communities are encouraged to submit permit applications, as appropriate, to facilitate timely Coastal Commission review, technical assistance, and other support for El Niño preparations. After an application is received, the Commission shall respond with notification of any incomplete items within five days. After an application is complete, it shall be scheduled for hearing at the next Commission meeting. For emergency permit requests, the Commission shall accept both written and oral requests to its district offices. When necessary to address an urgent need related to this emergency, the Commission shall take action on emergency permit requests as quickly as possible and within twenty-four hours of receipt.

10. The California Department of Transportation and California State Transportation Agency shall identify those state highways, bridges, culverts, drainage facilities, slopes, and other transportation infrastructure most at risk of flooding, erosion, debris flows, rockslides, mudslides, or other significant impacts from severe storms caused by the El Niño event, and transmit to the Governor's Office of Emergency Services a prioritized list of projects to address such risks within 30 days of this Proclamation.

11. The California Department of Transportation shall develop plans to pre-position personnel and materials (including directional signage, traffic-control devices, road-closure devices, warning signs, delineators, emergency communications equipment, and other resources) at or near locations that may be identified as at risk of severe impacts from the El Niño event. This shall include plans to prepare and pre-position snow-removal, snow-control, and ice-control equipment as appropriate, including snowplows, snow blowers, graders, loaders, chain-control equipment, salt, sand, and other materials necessary to maintain safe travel and restore access on state highways during the El Niño event.

12. The Adjutant General and the California Military Department shall, in coordination with the Director of the Governor's Office of Emergency

Services, identify California National Guard personnel, equipment, and capabilities that may be available to support state and local emergency operations, if activated or tasked, in relation to this El Niño event. Such planning shall include readiness for high-water vehicle operations; aviation operations, including reconnaissance, search and rescue, transport, and heavy-lift support, as appropriate; engineering support; emergency communications; transportation and logistics; evacuation support; flood-fight activities; debris removal and route clearance; commodity distribution; shelter support; and other life-safety and emergency-support missions.

13. California Volunteers, in coordination with the Governor's Office of Emergency Services and other appropriate agencies, shall prepare to mobilize volunteers and trained service members, consistent with their training, mission, safety requirements, and applicable law, to support state and local preparedness, response, and recovery activities in connection with the El Niño event.

14. The California Conservation Corps shall prepare to deploy Corpsmembers, consistent with its statutory mission, training, available resources, safety requirements, and applicable law, to support severe weather preparedness and response activities in connection with the El Niño event.

15. The California Energy Commission, the Office of Energy Infrastructure Safety, and the State Water Resources Control Board and regional water quality control boards are directed, and the California Public Utilities Commission is requested, to coordinate, consistent with their respective authorities, with electrical, natural-gas, water, wastewater, telecommunications, transportation, and other critical-service providers to enhance readiness and support timely restoration of essential services following storm impacts.

16. The Governor's Office of Emergency Services, in consultation with relevant state agencies, shall expand accessible, multilingual public preparedness communications related to severe weather, flooding, emergency alerts, evacuation readiness, power outages, safe travel, disaster assistance, and household emergency planning.

17. Agencies under my direct authority shall cooperate in their response to this emergency. Other agencies are requested to assist in responding to this emergency, as appropriate.

18. The restrictions set forth in Penal Code section 396, which are automatically triggered upon proclamation of a state of emergency, are suspended, and no such restrictions are imposed, with respect to this El Niño event, at this time.

I FURTHER DIRECT that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 21st day of September 2026.

GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY WEBER, PH. D
Secretary of State

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.K

MEETING DATE: November 10, 2026

SUBJECT: Consideration to approve the City's Investment Statements of Compliance for the quarter ended September 30, 2026.

REQUESTED ACTION: Approve the City's Investment Statements of Compliance.

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The statements of compliance from Citizens Trust and Chandler Asset Management for the quarter ending September 30, 2026 are presented for City Council approval. Quarterly compliance reports are asked to be approved by the City Council by the City's independent Auditors. The City is in compliance with its investment policy. It is required by the City's independent auditors that the Council approves the City's statements of compliance from its financial institutions. This is done on a quarterly basis. This is ensuring that all investments comply with the City's investment policies.

Staff recommends that the City Council approve the quarterly investment statements of compliance for the quarter ending September 30, 2026.

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1. Citizens Trust.pdf
2. Chandler Asset.pdf

Attachment 1

Statement of Compliance Citizens Trust

CITIZENSTRUST™

Statement of Compliance

A Division of Citizens Business Bank

City of Perris as of September 30, 2026

Category	List of Categories for California Government Code Compliant Investments	Comment
City of Perris Bonds	No limitations.	
Treasury Issues	No limitations, Faith and credit of the U.S. are pledged for the payment of principal and interest. No CitizensTrust holdings.	
Federal Agencies	Federal Agencies or U.S. Governnment -Sponsored Enterprise obligations, participants; or other instruments, including those by or fully guaranted as to principal and interest by federal agencies or U.S. government-sponsored enterprises. No limitation on amount.	*Complies*
California Issues	Securities issued by the State of California or any City or local agency in the state; must have at least an A rating by a NRSRO. No CitizensTrust holdings.	
Other State Issues	Securities issued by other states in addition to California or any City or local agency in the state; must have at least an A rating by two NRSROs; 15% maximum. No CitizensTrust holdings.	
Medium-Term Notes	A rating category or better by a NRSRO; 30% maximum. Issued by corporations organized and operating within the US or by depository institutions licensed by the US or any state and operating within the US. No CitizensTrust holdings	
Bankers' Acceptance	A1 short-term rated or better by a NRSRO; or "A" long-term debt rating category or better by a NRSRO; 180 days maximum maturity. No CitizensTrust holdings.	
Commercial Paper	A-1 rating or better by a NRSRO; A long-term rating or better by NRSRO; 25% maximum; 270 days max maturity. Issuer must be a corporation organized and operating within the US and have at least $500 total assets. No CitizensTrust holdings.	
Negotiable CDs	No rating required if under FDIC limit; if above limit, must have at least A-1 commercial paper rating and at least A long-term rating by an NRSRO; 15% maximum; Issued by a nationally or state-chartered bank, savings association or federal association, a state or federal credit union; or a foreign bank with a federal or state license.	
Collateralized Bank Deposits (Time Deposits)	Must be held in accordance with Uniform Commercial Code or applicable federal security regulations; 10% maximum. No CitizensTrust holdings.	
Savings Accounts	Must be held at a qualified bank; 10% maximum. No CitizensTrust holdings.	
Money-Market Mutual Funds	Highest rating/AAA rating by two NRSROs; SEC-registered adviser with assets under management >$500 million and experience >5 years; 15% maximum in money market mutual funds.	*Complies*
Repurchase Agreements	Securities underlying the repo agreement must have a market value of at least 102% of the funds borrowed against these securities. 20% maximum. No CitizensTrust holdings.	
Local Agency Investment Fund (LAIF)	Client invests directly in this category.	
Supranationals	AA rating or better by NRSRO; 30% maximum. No CitizensTrust holdings.	
Other securities authorized under CGC sections 5922 & 53601.	No CitizensTrust holdings.	
Prohibited Investments	Collateralized mortgage obligations, mortgage pass-through securities, reverse repurchase agreements, inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero-interst accrual.	

Assets managed by CitizensTrust are in full compliance with California Government Code and Client investment policy.

Represents investments currently in the portfolios and in compliance.

Represents investments currently in the portfolios and not in compliance.

Attachment 2

Statement of Compliance Chandler Asset Management

STATEMENT OF COMPLIANCE

City of Perris | Account #530 | As of September 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (SD; Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	50.0	0.0	Compliant	
Max Maturity (SD; Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (Corporate & Commercial Paper; MV)	10.0	0.8	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (SD; Days)	397	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	20.0	14.3	Compliant	
Max % Issuer (Corporate & Commercial Paper; MV)	10.0	0.8	Compliant	
Max % Issuer (MV)	5.0	0.8	Compliant	
Max Maturity (SD; Years)	5.0	4.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (SD; Years)	5.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	17.6	Compliant	
Max Maturity (SD; Years)	5	2	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				

The Statement of Compliance reflects Chandler's assessment of compliance with the applicable investment policy for the assets Chandler directly manages. The report may also present assets reported to Chandler by clients, custodians, or other third parties. Chandler includes those assets in the assessment but has no discretionary authority over them, does not independently verify the information provided, and assumes no responsibility for the accuracy or completeness of that information. Questions regarding this report should be directed to the designated investment professional.

STATEMENT OF COMPLIANCE

City of Perris | Account #530 | As of September 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	80.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.8	Compliant	
Max % Issuer (MV)	20.0	0.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	10.0	0.0	Compliant	
Max Maturity (SD; Years)	5	0.0	Compliant	
Min Rating (A by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	10.0	0.0	Compliant	
Max Maturity (SD; Years)	5	0.0	Compliant	
Min Rating (A by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (SD; Years)	5	0.0	Compliant	
Min Rating (A-1 or A- by 1)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (SD; Days)	92.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	67.2	Compliant	
Max Maturity (SD; Years)	5	4	Compliant	

The Statement of Compliance reflects Chandler's assessment of compliance with the applicable investment policy for the assets Chandler directly manages. The report may also present assets reported to Chandler by clients, custodians, or other third parties. Chandler includes those assets in the assessment but has no discretionary authority over them, does not independently verify the information provided, and assumes no responsibility for the accuracy or completeness of that information. Questions regarding this report should be directed to the designated investment professional.

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.L

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) finding that the sale of City-owned property located east of D Street, between 3rd Street and 4th Street, is in conformity with the City's General Plan and approving the Agreement for Purchase and Sale of Real Property APN 313-094-016.

REQUESTED ACTION: Adopt Resolution Number (next in order), (1) finding that the sale of City-owned property located east of D Street, between 3rd Street and 4th Street, APN 313-094-016, is in conformity with the City's General Plan; (2) approving the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions for the property with the buyers, Carmen Higareda and Mauricio Higareda; and (3) authorizing the City Manager or her designee to negotiate and finalize the agreement and execute all related documents, subject to City Attorney approval as to form.

CONTACT: Benigno Sandoval - City of Perris

BACKGROUND/DISCUSSION:

The City of Perris owns a 0.11-acre (4,791-square-foot) vacant parcel located east of D Street, between 3rd Street and 4th Street, identified as Assessor's Parcel Number 313-094-016 ("Property"). The City acquired the Property from the former Redevelopment Agency of the City of Perris in 2005. The City has also completed the required Surplus Land Act process for this property and received a determination from the State of California Department of Housing and Community Development that the Property is considered exempt surplus land.

The buyers, Carmen Higareda and Mauricio Higareda, own the La Playita business, located at 323 S. D Street, on the same block as the Property. The business does not have parking in front of its building, and the buyers plan to develop the Property as a parking lot to serve their customers and employees.

The Council is asked to approve Resolution Number (next in order) through which the Council will (1) make a finding required by state law before the City may sell the Property and (2) approve the sale of the Property.

Action 1: General Plan Conformity

Before the City disposes of real property, the location, purpose, and extent of the disposition must be reviewed for conformity with the City's General Plan. The Property has a General Plan Land Use designation of Downtown Specific Plan (DTSP) and is zoned DTSP Downtown Promenade. The Downtown Perris Specific Plan states that parking in the Downtown Promenade "would be provided on the streets and to the rear of the buildings." It also provides that parking for ground-floor businesses may be located within the same block as the business, and it calls for improving small parking lots behind businesses along D Street. A parking lot on the Property, located behind existing buildings and on the same block as the business it will serve, is consistent with the Specific Plan and the General Plan. Any future improvements will be required to meet the Specific Plan's development standards.

Action 2: Purchase and Sale Agreement

If the City Council determines that the sale is in conformity with the General Plan, staff recommends approval of the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (the "Agreement") for the sale of the Property for $75,000. The Agreement requires an $8,000 deposit and provides the buyers with a 60-day due diligence period commencing upon the opening of escrow, followed by a 30-day period to close escrow. The Property will be sold in its existing "as-is" condition. An appraisal was conducted and completed with Mission Property Advisors, INC. where current as is Market Value came back at $75,000. Please see Exhibit 4.

The buyers, Carmen Higareda and Mauricio Higareda, own La Playita, an existing business located on the same block as the Property. The proposed acquisition would provide off-street parking for the business while supporting continued business operations and placing a vacant City-owned parcel into productive use.

Staff recommends that the City Council: adopt Resolution Number (next in order), (1) finding that the sale of the Property is in conformity with the City's General Plan; (2) approving the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with the buyers, Carmen Higareda and Mauricio Higareda; and (3) authorizing the City Manager or her designee to negotiate and finalize the agreement and execute all related documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT:

Proceeds from the sale will result in revenue for the General Fund in the amount of $75,000..

Prepared By: Benigno Sandoval, Economic Development Director

Attachments:
1. La Playita Vicinity Map.docx
2. La_Playita_Conformity_and_PSA_Resolution_Approving_Sale_Final_Version.docx

3. Purchase_and_Sale_Agreement__East_of_D_Street_Between_3rd_and_4th_.docx
4__Appraisal__APN_313-094-016_-_E_of_D_St.pdf

ATTACHMENT 1

VICINITY MAP

Vicinity Map
Subject Property APN 313-094-016



ATTACHMENT 2

La Playita Conformity and PSA Resolution Approving Sale Final Version

RESOLUTION NO. (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING THE SALE OF REAL PROPERTY OWNED BY THE CITY OF PERRIS LOCATED EAST OF D STREET BETWEEN 3RD STREET AND 4TH STREET, IN THE CITY OF PERRIS, IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 313-094-016

WHEREAS, the City of Perris ("City") owns that certain 0.11 acre vacant real property located east of D Street, between 3rd Street and 4th Street, in the City of Perris, County of Riverside, State of California within the Downtown Perris Specific Plan area, having Assessor's Parcel Number 313-094-016 ("Property"); and

WHEREAS, the City desires to sell the Property and accordingly declared the Property to be exempt surplus land, as property that is "less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open space or low and moderate income housing purposes" and not necessary for the City's use, in compliance with the Surplus Land Act ("SLA"), pursuant to Resolution No. 6669 adopted on June 10, 2025, and as a result, the City is permitted to proceed with the sale of the Property under the SLA; and

WHEREAS, the City seeks to make a determination that the proposed sale of the Property is consistent with the City's adopted General Plan; and

WHEREAS, the City desires to sell the Property to Carmen Higareda and Mauricio Higareda, husband and wife ("Buyer") and Buyer seeks to purchase the Property from the City.

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

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

Section 2. Findings. That the City Council makes the following finding:

The Property has a General Plan Land Use designation of Downtown Specific Plan (DTSP) and is zoned DTSP Downtown Promenade. The Downtown Perris Specific Plan states that parking in the Downtown Promenade "would be provided on the streets and to the rear of the buildings." It also provides that parking for ground-floor businesses may be located within the same block as the business, and it calls for improving small parking lots behind businesses along D Street. A parking lot on the Property, located behind existing buildings and on the same block as the business it will serve, is consistent with the Specific Plan and the General Plan. The buyers of the Property, Carmen Higareda and Mauricio Higareda, own the La Playita business, located at 323 S. D Street, on the same block as the Property. The business does not have parking in front of its building, and the buyers plan to develop the Property as a parking lot to serve their customers and employees. Therefore, the sale of the Property to Buyer is consistent with the City's General Plan.

Section 3. CEQA. That the City Council further finds that the actions taken pursuant to this Resolution are categorically exempt from the requirements of CEQA pursuant to Section 15312, Class 12 of the CEQA Guidelines, for sale of surplus government property. This categorical exemption applies to sales of surplus government property except for parcels of land located in an area of statewide regional or area-wide concern. The Property is not located in such an area. Accordingly, the activity is not subject to CEQA.

Section 4. Approval of Agreement. That the Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions between City and Carmen Higareda and Mauricio Higareda, a copy of which is attached hereto as Exhibit A, is hereby approved.

Section 5. Execution of Agreement. That the City Manager or her designee be authorized to negotiate, finalize and execute the agreement and all related documents including those necessary to close escrow.

Section 6. Severability. That if any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact

that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. Certification. That the City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

Section 8. Effective Date. That this Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED, SIGNED and **APPROVED** this __ day of _____, 2026.

_____
Mayor, Michael Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, duly elected CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution No. (*next in order*) was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 10th day of November, 2026, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Nancy Salazar, City Clerk

Exhibit A

Agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions

See Attached

ATTACHMENT 3

Purchase and Sale

Agreement

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ___ day of _____, 2026 ("**Effective Date**") by and among the CITY OF PERRIS, a municipal corporation ("**Seller**"), CARMEN HIGAREDA and MAURICIO HIGAREDA, husband and wife ("**Buyer**") and FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

R E C I T A L S:

A. Seller owns that certain 0.11 acre vacant land located east of D Street, between 3rd Street and 4th Street, in the City of Perris, County of Riverside, State of California within the Downtown Perris Specific Plan area, having Assessor's Parcel Number 313-094-016 as more particularly described in Exhibit A attached hereto and by this reference and incorporated herein ("**Property**").

B. Seller has complied with the Surplus Land Act ("**SLA**") with respect to the sale of the Property which has been declared exempt surplus land under Government Code Section 54221, subdivision (f)(1)(B). Buyer seeks to purchase the Property for the purpose of development of a parking lot to service its business.

C. Seller desires to sell and Buyer desires to buy, the Property upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in its AS-IS condition except as otherwise specifically provided herein. Seller hereby agrees

to continue to maintain the Property in its current condition until the Closing Date (as defined in Section 5.1).

2. OPENING OF ESCROW. Within five (5) days from the Effective Date, the parties shall open escrow ("**Escrow**") with Briana Randel ("**Escrow Officer**") of Fidelity National Title Insurance Company at 4400 MacArthur Boulevard, Suite 200, Newport Beach, CA 92660, (949) 622-4338, Briana@fnf.com (email) ("**Escrow Holder**") by causing an executed copy of this Agreement to be deposited with Escrow Holder which Escrow Holder shall accept, sign and provide Buyer and Seller a copy of the fully executed Agreement ("**Opening of Escrow**"). If Buyer fails to deliver the Deposit in the time specified in Section 3.2, Seller shall have the right to terminate this Agreement.

3. PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Seventy Five Thousand Dollars ($75,000.00) ("**Purchase Price**").

3.2 Deposit. Buyer will provide Seller with a deposit in the sum of Eight Thousand Dollars ($8,000) within seven (7) days of the Opening of Escrow ("**Deposit**"). Buyer shall deliver the Deposit to Escrow Holder to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing or released, refunded or forfeited in accordance with the terms of this Agreement.

Upon Buyer's request and submission of all documents required by Escrow Holder, the Deposit shall be held by Escrow Holder in an interest-bearing account and such interest shall become part of the Deposit. The Deposit shall be fully refundable to Buyer on or before the expiration of the Due Diligence Period if Buyer provides the Termination Notice in the time and manner specified in Section 7.3. If the transaction is not consummated because of Buyer's default or termination of this Agreement after the expiration of the Due Diligence Period, the Escrow Holder shall disburse the Deposit to Seller as liquidated damages pursuant to Section 11 below.

3.3 Payment of Purchase Price. On or before 12:00 p.m. on the business day preceding the Closing Date, Buyer shall deposit into Escrow the balance of the Purchase Price in Good Funds.

3.4 Good Funds. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California.

4. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

a. The standard grant deed in the form attached as Exhibit B executed and acknowledged by Seller ("**Grant Deed**").

b. A Non-Foreign Affidavit as required by federal law.

c. Such funds and other items and instruments as may be necessary for Escrow Holder or the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and all of the following:

a. The balance of the Purchase Price as required under Section 3.3.

b. A Preliminary Change of Ownership Statement completed in the manner required in Riverside County.

c. Such funds and other items and instruments as may be necessary for Escrow Holder or the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and hold for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement. Promptly following Close of Escrow, Escrow Holder shall distribute Escrow Holder's final closing statement and conformed copies of all recorded documents to the parties.

5. CLOSING DATE; OPTIONS TO EXTEND CLOSING; TIME IS OF ESSENCE.

5.1 Closing Date. Unless extended by the mutual written agreement of Buyer and Seller, Escrow shall close within thirty (30) days after the Due Diligence Period ("**Closing Date**").

5.2 Definition of Closing. The terms "**Close of Escrow**" and/or "**Closing**" mean the time Grant Deed is recorded in the Official Records of the County Recorder of Riverside County, California.

5.3 Time is of Essence. The parties specifically agree that time is of the essence of this Agreement.

5.4 Possession. Upon the Close of Escrow, possession of the Property shall be delivered to Buyer.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements ("**Preliminary Title Report**"). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of fifteen (15) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove any of the Disapproved Exceptions, or if Seller is unable to remove any such Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to those Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within seven (7) days following the earlier of (i) the date of written notice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

6.2 Owner's Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA owner's non-extended policy of title insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments; (ii) exceptions approved by Buyer in accordance with Section 6.1; and (iii) exceptions caused solely by the acts of Buyer. The amount of the insurance coverage shall be in the amount of the Purchase Price. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense.

7. DUE DILIGENCE AND TERMINATION.

7.1 Review and Approval of Documents and Materials. Seller has delivered to Buyer, or informed Buyer of the availability for inspection of, any and all documents and information in Seller's possession and control concerning the Property including contracts, leases, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any

hazardous substance conditions report concerning the Property, and any natural hazard zone disclosure report (collectively, "**Materials**"). Seller makes no representations about the contents of these documents. For a period of sixty (60) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations or inspections as Buyer may reasonably determine to assess its willingness to purchase the Property pursuant to the terms of this Agreement.

7.2 Buyer's Due Diligence. During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the Property, including environmental site assessments desired by Buyer. Buyer shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Commencing with the Effective Date, Seller grants Buyer, its agents and employees a limited license to enter upon the Property for such purposes. Prior to entering the Property, Buyer shall (i) notify Seller of the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; and (ii) provide evidence to Seller a certificate of insurance and endorsement(s) evidencing that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than One Million Dollars ($1,000,000) which insurance names Seller as additional insured. Buyer shall also (i) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (ii) comply with all applicable laws and governmental regulations; (iii) allow an employee of Seller to be present at Seller's election; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; and (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California.

Buyer shall promptly restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic's liens. Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.2 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property.

Copies of any final non-privileged, non-attorney-client work product reports and any survey prepared pursuant to this Agreement shall be delivered to Seller (at no cost to Seller) which Seller shall be entitled to use if the Closing does not occur.

7.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the expiration of the Due Diligence Period to terminate this Agreement if, during the course of Buyer's due diligence investigations of the Property, Buyer determines in its sole and absolute discretion that the Property is not acceptable to Buyer. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Buyer fails to provide a Termination Notice, then Buyer shall be deemed to have waived its right to terminate under this Section 7.3.

7.4 Disclaimer of Warranties. Buyer shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under, or about the Property. Except as expressly set forth in Section 9, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that, once Buyer obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Buyer shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for, and shall indemnify Buyer from and against, and shall pay the cost of (1) any third party claim that arose during Seller's ownership of the Property; (2) Seller's fraud or willful misconduct in connection with this Agreement; and (3) breach of Seller's Representation and Warranties (subject to Section 9). The foregoing Seller indemnity obligations shall survive the Closing for a period of six (6) months.

7.5 NHD Report. Upon Opening of Escrow, Escrow Holder shall order a natural hazard disclosure report from Disclosure Source with respect to the Property ("**NHD Report**") for Buyer's approval during the Due Diligence Period.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

(a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.

(b) Buyer has not terminated pursuant to 6.1 nor issued a Termination Notice in accordance with Section 7.3.

(c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(d) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

(a) Escrow Holder holds and will deliver to Seller the instruments and funds, including the entirety of the Purchase Price, accruing to Seller pursuant to this Agreement.

(b) Buyer has not terminated pursuant to 6.1 nor issued a Termination Notice in accordance with Section 7.3.

(c) Buyer is not in default of its obligations under this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

9.1 General Representations and Warranties. Seller represents and warrants to Buyer that, to the actual knowledge of Seller's current senior staff without investigation, as of the Effective Date that:

a. This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms.

b. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

c. To Seller's actual knowledge, there is no litigation pending or to the actual knowledge of Seller, threatened against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

d. Except as disclosed to Buyer by Seller as part of the Materials, the Property is not subject to any operating, maintenance, or repair contract or other agreements that will bind the Property or Buyer after the Closing.

e. No representation, statement, or warranty by Seller in this Agreement contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller's execution of this Agreement and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing.

Buyer acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement.

9.2 **Survival of Representations and Warranties of Seller.** The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed for a period of one (1) year after the Closing.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive; 8, 10, 14 and 15 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to Buyer and instruct the Riverside County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Riverside County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes; Utilities.

a. Real Property Taxes. As a public agency Seller is exempt from real property taxes so no prorations shall be made at Closing.

b. Utilities. The Property does not currently have utility service so no prorations shall be made at Closing.

10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the all title and escrow fees and costs, including for the Owner's Title Policy, documentary transfer taxes, the NHD Report, recordation charges and escrow costs.

b. Closing Statement. At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective share of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return (i) the funds in accordance with the foregoing provisions of this Agreement, and (ii) all documents then in Escrow to the respective depositor of the same with Escrow

Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.8 Brokerage Commission. Buyer and Seller each represent and warrant to the other party that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. DEFAULT

11.1. Default by Buyer; Liquidated Damages. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES FOR BREACH PRIOR TO CLOSING. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL

ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

_____ _____

Seller's Initials **Buyer's Initials**

11.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have the right to either (i) terminate this Agreement and receive the return of the Deposit; or (ii) bring an action for specific performance.

12. HAZARDOUS MATERIAS. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

Buyer Initials_____ Seller Initials _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless Seller and each of the entities constituting Seller (collectively, the

"**Indemnified Parties**") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising there from, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

13. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight

delivery using a nationally recognized overnight courier, and (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Buyer shall be deemed given by Buyer and notices given by counsel to Seller shall be deemed given by Seller.

To Buyer:	Carmen Higareda and Mauricio Higareda 2403 South La Cadena Dr. Colton, CA 92324 Attention: Carmen Higareda
To Seller:	City of Perris 101 N. D Street Perris, CA 92570 Attention: Clara Miramontes, City Manager
With a copy to:	Aleshire & Wynder, LLP 1 Park Plaza Suite 1000 Irvine, CA 92614 Attention: Sunny K. Soltani, City Attorney
To Escrow Holder:	Fidelity National Title Insurance Company 4400 MacArthur Boulevard, Suite 200 Newport Beach, CA 92660 Attention: Briana Randel

_____

15. GENERAL PROVISIONS.

15.1 Assignment. Buyer shall not assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of Seller. Any assignee, if approved by Seller in its sole discretion, must execute an assignment and assumption agreement in a form acceptable to Seller. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

15.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

15.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this

Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

15.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

15.5 Modifications. Any alteration, change or modification of or to this Agreement, to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

15.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

15.8 Execution of Documents. The parties agree to execute such instructions and other instruments to Title Company and Escrow Holder and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

15.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

15.10 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereunder.

15.11 No Personal Liability. No member, official, employee, agent or contractor of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement.

15.12 Force Majeure. If either party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either party,

including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such party has been delayed.

15.13 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

15.14 Execution in Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

15.15 No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

CARMEN HIGAREDA, an individual

By: _____
Carmen Higareda

MAURICIO HIGAREDA, an individual

By: _____
Mauricio Higareda

SELLER:

CITY OF PERRIS, a municipal corporation

By: _____
Clara Miramontes, City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney
[rjl]

Accepted and Agreed to:

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation

By: _____
Briana Randel, Escrow Officer

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property located in the City of Perris, in the County of Riverside, State of California legally described as follows:

The Southerly Rectangular 50 feet of Lots 13 and 14 in Block 20 of the Town of Perris, as shown by map on file in Book 5, Page 270 of Maps, San Diego County records.

Excepting therefrom unto Southern California Edison Company, its successors and assigns, all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum and other hydrocarbon substances and other mineral ores of ever kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the herein above described land, together with the right to use that portion only of said land which underlies a plane parallel to and 500 feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium and other fissionable materials, oil, gas, petroleum, asphaltum and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said southern California Edison Company, its successors and assigns, shall have no right to enter upon the surface of land, or to use said land or any portion thereof to said depth of 500 feet, for any purpose whatsoever, said reservation being set forth in the deed recorded January 27, 1976 as Instrument No. 10823, Official Records.

APN: 313-094-016

EXHIBIT B

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Carmen Higareda and Mauricio Higareda
2403 South La Cadena Dr.
Colton, CA 92324

APN: 313-094-016

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTOR DECLARES that the documentary transfer tax is $____ on the full amount of the transfer.

(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF PERRIS, a municipal corporation ("**Grantor**"), hereby grants all right, title and interest to CARMEN HIGAREDA and MAURICIO HIGAREDA, husband and wife ("**Grantee**"), that certain real property in the City of Perris, County of Riverside, State of California, legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference subject to all matters of record.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date first above written.

GRANTOR:

CITY OF PERRIS, a municipal corporation

By: _____
Clara Miramontes, City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

EXHIBIT "A" TO GRANT DEED
LEGAL DESCRIPTION OF THE REAL PROPERTY

That certain real property located in the City of Perris, in the County of Riverside, State of California legally described as follows:

The Southerly Rectangular 50 feet of Lots 13 and 14 in Block 20 of the Town of Perris, as shown by map on file in Book 5, Page 270 of Maps, San Diego County records.

Excepting therefrom unto Southern California Edison Company, its successors and assigns, all uranium, thorium and other fissionable materials, all oil, gas, petroleum, asphaltum and other hydrocarbon substances and other mineral ores of ever kind and character, whether similar to these herein specified or not, within or underlying, or which may be produced from the herein above described land, together with the right to use that portion only of said land which underlies a plane parallel to and 500 feet below the present surface of said land, for the purpose of prospecting for, developing and/or extracting said uranium, thorium and other fissionable materials, oil, gas, petroleum, asphaltum and other mineral or hydrocarbon substances from said land, it being expressly understood and agreed that said southern California Edison Company, its successors and assigns, shall have no right to enter upon the surface of land, or to use said land or any portion thereof to said depth of 500 feet, for any purpose whatsoever, said reservation being set forth in the deed recorded January 27, 1976 as Instrument No. 10823, Official Records.

APN: 313-094-016

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 _____, 2026, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary in and for the State of California

[SEAL]

Attachment 4

Appraisal Report

MISSION PROPERTY ADVISORS, INC.
231 E. ALESSANDRO BOULEVARD #616
RIVERSIDE, CA 92508

PH: 951.656.1100
FX: 951.848.9300

Type of Report	Appraisal Report
Report Format	Narrative
Our File Number	25-060
Date of Value	October 20, 2025
Date Report Prepared	October 30, 2025

Subject Property Identification

Property Type	Mixed use designated parcel improved with asphalt paving
Location	East of D Street Between 3rd Street & 4th Street
City, State, Zip Code	Perris, CA 92570
Subject Property County	Riverside
Assessor Parcel Number	313-094-016
Client	Armando Panchi City of Perris 101 North D Street Perris, CA 92570
Appraisers	Steven R. Fontes, MAI, CCIM President Cesar A. Garcia Senior Associate


D Street
3rd Street
MAKE IT FRESGO!
October 10, 2025
576
MISSION
PROPERTY ADVISORS

October 10, 2025
577
MISSION
PROPERTY ADVISORS


Subject
Perris Boulevard
2nd Street
3rd Street
4th Street
5th Street
D Street
C Street
October 10, 2025
MISSION
578
PROPERTY ADVISORS

October 30, 2025

Armando Panchi
City of Perris
101 North D Street
Perris, CA 92570

Subject of Appraisal The subject comprises a mixed use designated parcel improved with asphalt paving located east of D Street, between 3rd Street & 4th Street, Perris, CA 92570. The property is identified by as Riverside County Assessor Parcel Number 313-094-016.

Dear Mr. Panchi,

Per your authorization, an independent opinion of value has been prepared concerning the above-referenced real estate. The opinion has been prepared per the definition of value contained within the report body. This Appraisal Report is to the best of our interpretation in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP). This is an Appraisal Report as defined by the current edition of USPAP.

The purpose of this appraisal report is to set forth the data, analyses and conclusion relative to our opinion of the current As Is market value of the subject real estate. Based upon the investigations undertaken, the analyses made, and our experience as real estate appraisers, it is our opinion that as of October 20, 2025, and subject to the Hypothetical Assumptions (if any), Extraordinary Assumptions (if any), General Assumptions and Limiting Conditions cited within the report, the real estate in question had the following fee simple value.

Current As Is Market Value
As of October 20, 2025
SEVENTY-FIVE THOUSAND U.S. DOLLARS
$75,000

The subject property consists of a mixed use designated parcel totaling approximately 4,792 square feet or 0.11 acres, improved with asphalt paving, and located within the Downtown Promenade section of the Perris Downtown Specific Plan.

The value opinion reported is based on the general purchasing power of the U.S. Dollar on the stated date of value. The appraisers cannot be held responsible for any subsequent or unforeseeable events that alter market conditions occurring after the date of value. The opinion of value is presented considering cash or cash equivalent terms consistent with the definition of market value contained within the report body. The stated value opinion addresses the real estate only. It does not include any personal property, F.F.E., business or goodwill/going concern value (if any) that may be associated with the real estate.

The term **Hypothetical Condition**[1] is defined as:

> *A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.*
>
> **None.**

The term **Extraordinary Assumption**[2] is defined as:

> *An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.*
>
> **The subject will be appraised assuming it is not impacted by any hazardous materials or conditions. The appraiser is not qualified or trained to detect such substances, materials, or conditions, nor is the appraiser contracting to provide this service.**
>
> **The use of Hypothetical Conditions and/or Extraordinary Assumptions may affect assignment results.**

Based on our inquiry of active market participants familiar with the area and reported historical marketing periods for some of the comparable sales, our estimate of *reasonable exposure time* for the subject is approximately 6-12 months. This estimate is an approximation that should not be construed as absolute.

[1] The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).
[2] The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

Armando Panchi October 30, 2025

This letter is the first part of a report containing 44 pages plus addenda that should not be read out of context from the total report nor removed. The appraisal that follows sets forth the results of the investigation of the property, analyses, pertinent facts about the area, comparable data, and the reasoning leading to the market value opinion.

Your attention is invited to the following report.

Respectfully,



Steven R. Fontes, MAI, CCIM
President
CA Certified General Real Estate Appraiser No.: AG001644
Expiration Date of State Certification: 03/21/2026



Cesar A. Garcia
Senior Associate
CA Certified General Real Estate Appraiser No.: AG3009018
Expiration Date of State Certification: 08/29/2027

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LIMITING CONDITIONS

- Certification
- Steven R. Fontes - Professional Qualifications
- Cesar A. Garcia - Professional Qualifications
- Engagement Letter
- Public Record Report
- Zoning Documentation
- Subject Photographs

SUMMARY OF OPINIONS AND SALIENT FACTS

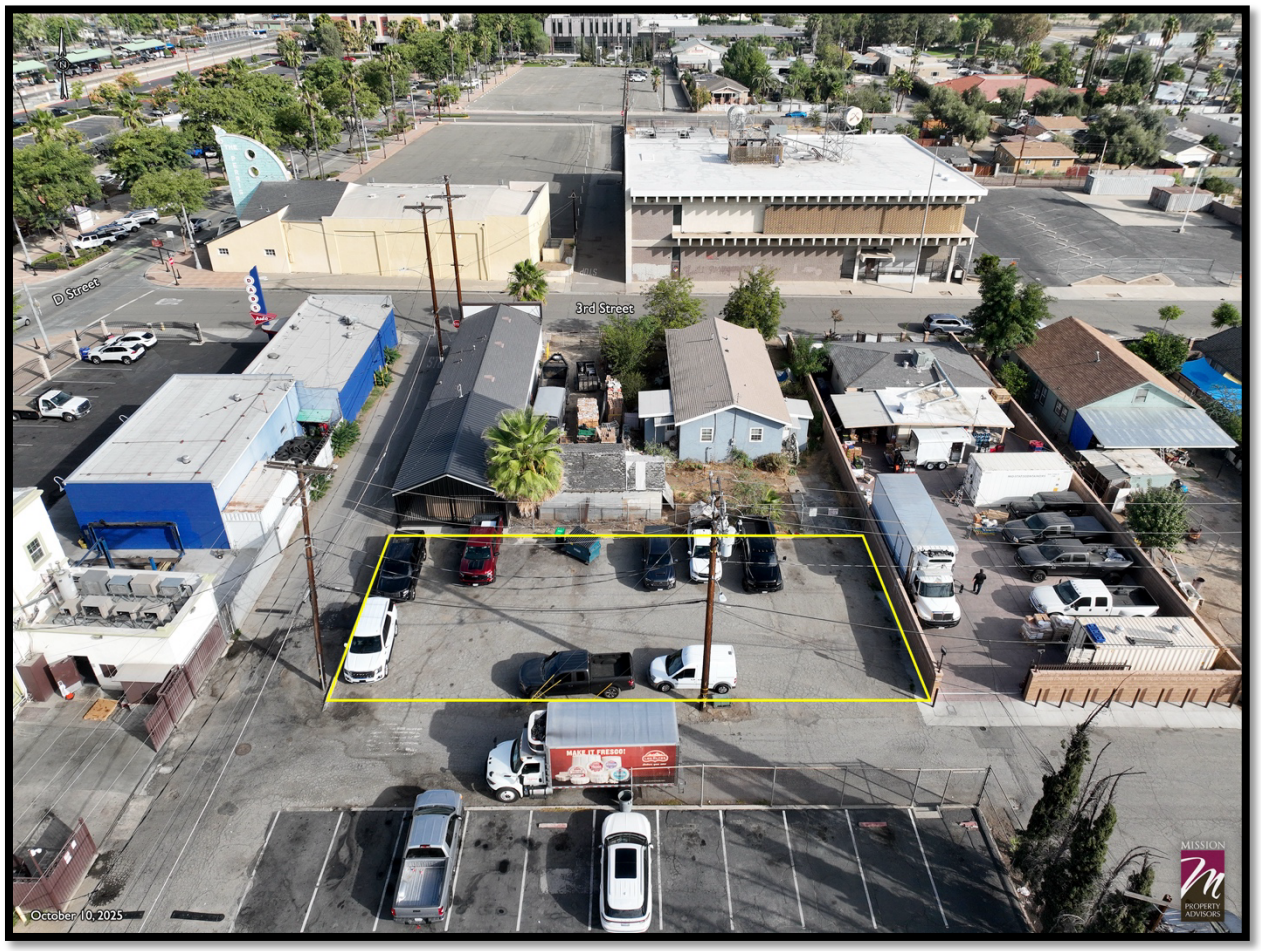
Property Type	Mixed use designated parcel improved with asphalt paving
Property Location	East of D Street Between 3rd Street & 4th Street Perris, CA 92570
Assessor's Parcel Number	313-094-016 (Riverside County)
Land Area	0.11 acres or 4,792sf, per public records
Highest and Best Use as Improved	Assemble with an adjacent parcel with parking serving as an interim use
Highest and Best Use as Vacant	Hold for speculation
Current Zoning	Downtown Perris Specific Plan
General Plan Land Use	Downtown Promenade[3]
Interest Appraised	Fee Simple
Flood	According to FEMA, the subject is located in an unshaded "Zone X" FEMA flood zone, which is an "area of minimal flood hazard", per FEMA Map Panel 06065C1440H dated 08/18/2014.
Earthquake	According to the California Department of Conservation Division of Mines and Geology maps, the subject land is reportedly not currently located in an Alquist-Priolo earthquake study zone.
Estimated Marketing & Exposure Time	6-12 months

[3] Downtown Promenade is a mixed-use land use designation that allows 1 to 3 story commercial block buildings, liner buildings, stacked flats, or courtyard buildings with retail, restaurant, and entertainment uses on the ground level and office or residential on upper levels.

Date of Value	October 20, 2025
Report Preparation Date	October 30, 2025

CURRENT AS IS MARKET VALUE

Sales Comparison Approach	**$70,000**
Estimated Contributory Value of Improvements	**$6,045**
Subtotal	**$76,045**
Current As Is Market Value (Rounded)	**$75,000** (As of October 20, 2025)



Looking north

Introduction

Intended Use

This report has been ordered to assist in a portfolio analysis.

Client & Intended Users

Armando Panchi with the City of Perris is the client and the intended user of this report.

Scope of Work

Problem to be Solved

The problem to be solved in this analysis is to estimate the current market value of the subject property.

Disclosure of Scope of Work Performed

1. The subject property was identified by Assessor Parcel Number, an Assessor's Plat Map and a field inspection conducted by the appraisers.
2. The subject property was inspected by the appraisers on October 10, 2025, and again on October 20, 2025. A variety of ground level photographs were taken October 20, 2025. Drone aerials were taken October 10, 2025.
3. We searched for the most recent, comparably sized vacant mixed-use land sales throughout the Inland Empire region, with an emphasis on Perris. Data sources consulted include CoStar, Realist and the MLS.
4. A Sales Comparison Approaches was conducted.
5. An Income Capitalization Approach was not employed because it does not apply to vacant land held in fee simple.
6. A Cost Approach was not employed as it is not relevant to the appraisal of properties like the subject. However, the site is improved with asphalt paving. Accordingly, the Sales Comparison Approach was used to estimate the underlying land value, and the contributory value of the asphalt paving was estimated using the Marshal & Swift Valuation Service, less depreciation, and added to the land value to reflect the total value of the site as improved.
7. We obtained zoning and General Plan land use classification information from the City of Perris Planning Department.
8. We reviewed portions of the Downtown Perris Specific Plan.
9. We reviewed public record information for the subject property.

Interest Appraised

This report pertains to a current valuation of the fee simple interest in the subject property. A preliminary report addressing the interest in the subject property was not provided to the appraiser. No fractional interest is appraised herein. A fractional interest in the subject property would not necessarily represent that percentage of the whole.

Definitions

The term ***market value***[4] is defined as:

> *The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*
>
> *(1) Buyer and seller are typically motivated;*
> *(2) Both parties are well informed or well advised, and acting in what they consider their own best interests;*
> *(3) A reasonable time is allowed for exposure in the open market;*
> *(4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
> *(5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

The term ***appraisal***[5] is defined as:

> *The act or process of developing an opinion of value; an opinion of value. An appraisal must be numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, more than, not less than, less than) to a specific amount.*

The term ***fee simple estate***[6] is defined as:

> *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.*

[4]Code of Federal Regulations, Title 12, Part 34, Subpart C, § 34.42(g).

[5]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[6]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

The term ***leased fee interest***[7] is defined as:

> *The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.*

The term ***Highest and Best Use***[8] is defined as:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

The term ***exposure time***[9] is defined as:

> *Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*

The term ***marketing time***[10] is defined as:

> *An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.*

The term ***real estate***[11] is defined as:

> *An identified parcel or tract of land, including improvements, if any.*

The term ***real property***[12] is defined as:

> *An interest or interests in real estate.*

The term ***personal property***[13] is defined as:

> *Identifiable tangible objects that are considered by the general public as being "personal" - for example, furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; all tangible property that is not classified as real estate.*

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[7]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[8] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[9]The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2018-2019 Edition (Washington, DC: The Appraisal Foundation, 2018).

[10]The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2018-2019 Edition

(Washington, DC: The Appraisal Foundation, 2018).

[11]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[12]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[13]Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

Analysis of Reasonable Exposure Time & Reasonable Marketing Time

The term ***exposure time***[14] is defined as:

> *An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.*

The term ***marketing time***[15] is defined as:

> *An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value or at a benchmark price during the period immediately after the effective date of an appraisal.*

Reasonable Exposure Time is defined in the Uniform Standards of Professional Appraisal Practice as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. *Reasonable Marketing Time* is defined in the Uniform Standards of Professional Appraisal Practice as an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of appraisal.

Reasonable Exposure Time precedes the effective date of appraisal and *Reasonable Marketing Time* follows it. *Reasonable Exposure Time* is usually supported by recent exposure periods of similar properties in the region. Recent market activity indicates improved exposure times for properties in the current market. We estimate a reasonable exposure time to be 6-12 months.

Reasonable Marketing Time would logically be similar to *Reasonable Exposure Time* if market conditions in the foreseeable future were expected to be similar to the recent past. Based on discussions we have had with several agents and market participants, market conditions for the foreseeable future may remain similar to the recent past. Therefore, our estimate of a *Reasonable Marketing Time* for the subject property, as of the effective date of appraisal, notwithstanding comparable sales, is 6-12 months. These estimates are reasonable approximations only, which should not be construed as absolutes.

[14]The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

[15]The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

Property Identification & Legal Description

The subject property is located east of D Street, between 3rd Street & 4th Street, Perris, CA 92570. The property is identified as Riverside County Assessor Parcel Number 313-094-016 comprising approximately 4,792 square feet or 0.11 acres.



Looking northwest

Owner of Record

According to the public property report included in the addenda, title to the subject is vested as follows:

City of Perris

Recent Property History

According to the client and public records, there have been no reported sales, offers or listings of the subject parcel within the prior 3-year period.

Assessed Valuation and Taxes

Base real property taxes in California are limited to 1% of the assessed value of a property as of a specified base year. The base year valuation is the 1975 assessor's market value estimate or the market value based on reappraisal. Reappraisal can result from sale, further improvement or long-term leasing. If there is no reappraisal, taxes are limited to a 2% annual increase of the assessor's market value estimate, plus voter approved bond debt or special assessments.

According to a review of the current property tax information on the Riverside County Office of the Treasurer-Tax Collector website, the subject property does not appear to incur any property tax potentially due to its governmental classification. Additionally, there was no assessed value available for the subject property. Based on the unavailability of an assessed value we are unable to calculate the effective tax rate and cannot comment on whether the assessed value is at market or not. Neighboring property effective tax rates range between 1.14% and 1.16%.

Regional Map

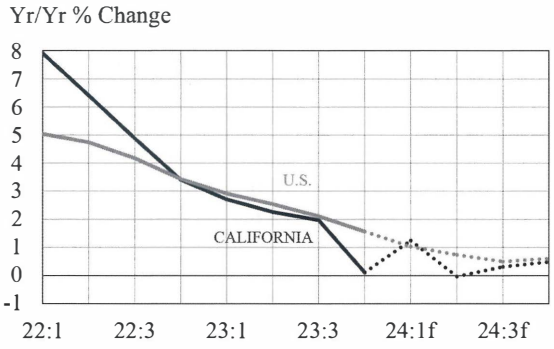


SLOWER GROWTH IN SHORT AND LONG-RUN

CULPRITS: HIGH TAXES AND WEAK DEMOGRAPHICS

As we forecasted both last December and at our June Update, job growth in California dropped sharply in 2023. The actual drop from 5.6 in 2022 to 1.8 percent is a downward trend that will continue into 2024 as it will in the US.

JOB GROWTH

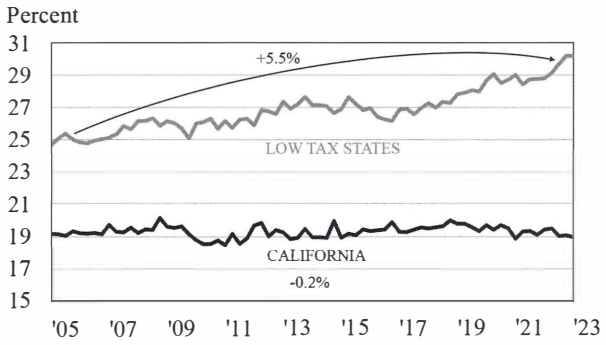


During the decade of the 2010s, California's job growth exceeded the U.S. on an annual basis by 1-2 percent. Since the pandemic, the growth rates have been at parity. More unsettling for the future of the state's economy is its slower job growth in the all-important Advanced Industries, a job sector that commands salaries almost double the statewide average. These jobs in high value-added sectors like technology, software development, aerospace, and medical products are tracked by the Chapman-UCI Innovation Index.

Since 2005, the state has experienced four distinct growth stages. But over the entire 2005-2023 period, California's percentage of all the advanced jobs in the U.S. remained at about 19 percent.

This is in sharp contrast with the states that ranked low in state and local taxes. Their share of advanced workers in the U.S. increased from 25 to almost 30.5 percent, an increase of 5.5 percent.

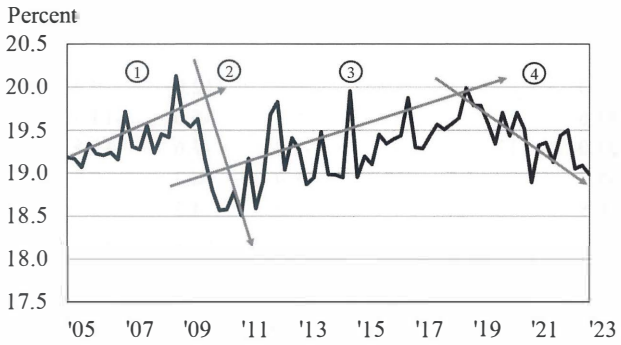
ADVANCED JOBS AS A PERCENT OF ALL ADVANCED JOBS IN THE U.S.



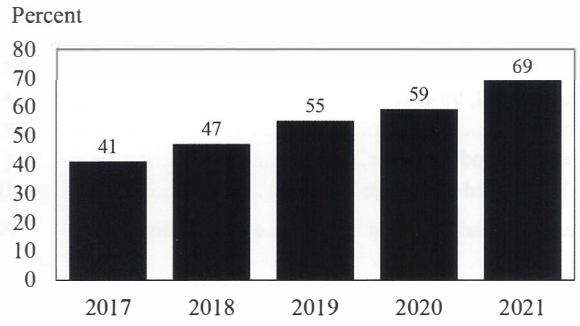
These differences in share growth are reflected in the total number of jobs generated during the 2005-2023 year period. While California's total number of advanced workers increased 41% from 117,000 to 165,000, the low-tax states increased 75% from 150,000 to 263,000.

California's rank as the second highest of all 50 states in the Tax Foundation's ranking of state and local taxes shows up in other areas as well.

CALIFORNIA'S PERCENTAGE OF ADVANCED JOBS IN THE U.S.



% OF LOST AGI FROM THOSE MAKING MORE THAN $200,000

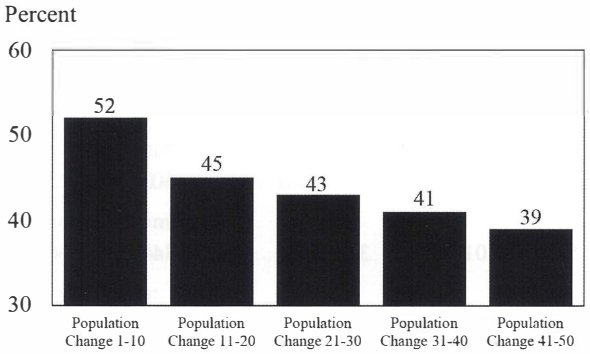


California, for example, has lost over 1.7 million people in net domestic migration over the 2016-2022 period.

Our research suggests that an increasing percentage of those leaving the state are comprised of people with adjusted gross income (AGI) over $200,000 per year.

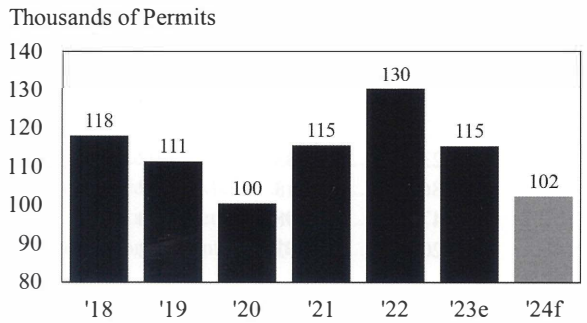
The loss in California's population and AGI caused by people-flight has many long-term consequences. In an analysis conducted by our Anderson Center, we found that those states that experienced high population growth also experienced the highest increase in per capita personal income and vice versa.

CHANGES IN PER CAPITA INCOME BY RANK OF POPULATION GROWTH



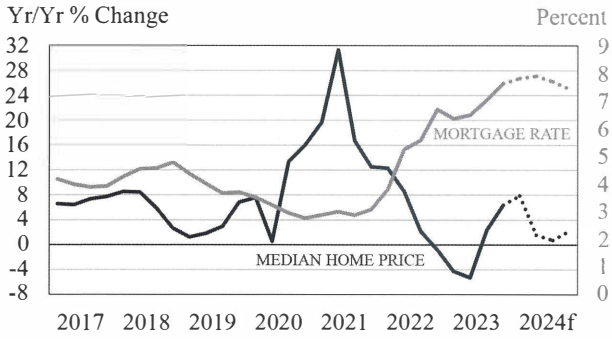
More comprehensive analyses relating to the interplay between state and local taxes and economic growth are presented in three articles included after the forecast section in this Review. In 2024, for example, we see the total number of housing permits continuing to decline to 102,000 units after peaking at 130,000 units in 2022. The article on pages 26-27 suggests that this short-run decline will continue in the long run as the state experiences lower population growth.

TOTAL RESIDENTIAL PERMITS



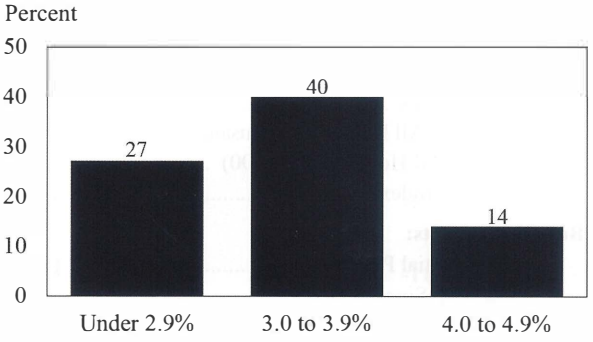
Housing prices are forecasted to stabilize at low but positive levels in 2024.

MEDIAN HOME PRICE AND MORTGAGE RATE



Given the sharp increase in mortgage rates, housing prices should have fallen more sharply. The fact that they haven't is explained by the fact that homeowners don't want to lose their fixed-rate mortgages that were taken out when rates were significantly lower. As shown in the following figure, 81 percent of current mortgages are below 5 percent.

DISTRIBUTION OF RATES ON OUTSTANDING MORTGAGES



CALIFORNIA FORECAST TABLES

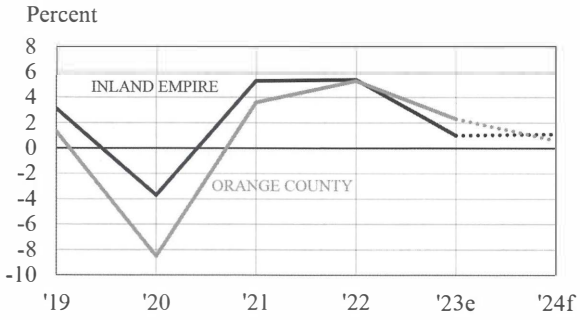
Tables 7 to 10 present details of Payroll Employment, Personal Income, Taxable Sales, Existing Homes and Construction Activity. Tables 7 and 8 present annual levels and rates of change. Tables 9 and 10 present quarterly levels and year-to-year percentage changes on a quarterly basis.

INLAND EMPIRE OUTPACES THE O.C.

BUT THE GAP IS NARROWING

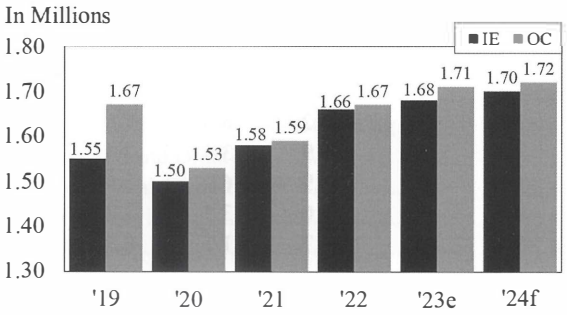
Job growth in the Inland Empire outpaced Orange County during the COVID years of 2019-2021, but since 2022, it's been about equal.

JOB GROWTH



Largely as a result of the rapid job growth during COVID, the total number of jobs in the Inland Empire is nearly the same as in Orange County.

WAGE AND SALARY EMPLOYMENT



Most of the difference in job growth is attributable to the sharp increase in transportation & warehousing. That sector alone since 2019 accounted for the creation of 64,000 jobs in the Inland Empire versus only 5,000 in Orange County. The other two sectors generating rapid job growth both in the Inland Empire and Orange County were the professional & business and education & health sectors.

No question, transportation & warehousing has been the major source of job growth in the Inland Empire. The rapid growth in the job sector, however, may slow as imports decrease. The most

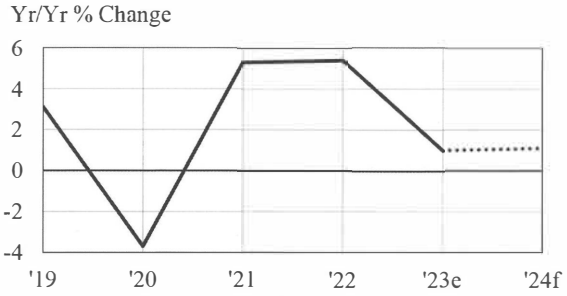
CHANGES IN JOBS 2019-2024

Jobs	Inland Empire	Orange County
Transportation & Warehousing	64,000	5,000
Professional & Business	27,000	46,000
Education & Health	40,000	32,000
Total	**131,000**	**83,000**

recent data on imports into California show that total imports (manufactured and non-manufactured commodities) steadily decreased from 46 billion in June 2022 to 37 billion in June 2023, an annual decrease of about 20 percent. Since the Inland Empire is a vitally important distribution point for imported goods arriving through Long Beach and Los Angeles harbors, the recent downward trend in import activity will reduce job growth in the Inland Empire in 2024.

Total payroll employment in the Inland Empire is forecasted to increase only 1.1 percent in 2024, about the same as the slow pace in 2023.

WAGE AND SALARY EMPLOYMENT



An increasingly important indicator of the Inland Empire's economic health is how well it performs in attracting and retaining Advanced Industry jobs. As discussed in the California section of this Review, jobs in these high-value-added sectors command significantly higher salaries and are important job generators. The Inland Empire's average wage rate in Advanced Industries in 2023 is $87,000, compared to an average of $54,000 for all jobs in the region.

As shown in the following table, the Inland Empire ranks below all other California MSAs except for Sacramento. But the Inland Empire's rank of #39 has been increasing, albeit at a slow pace. This high-value-added sector offers many opportunities for expansion, especially if the Inland Empire is recognized as an affordable region for advanced industry companies looking to relocate from higher-cost regions in California and other parts of the nation.

ADVANCED INDUSTRIES NUMBER OF ADVANCED JOBS

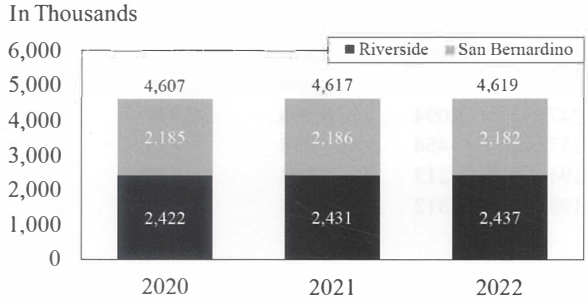
Rank	Rank	MSA or County
4	432,249	San Francisco-Oakland-Hayward, CA MSA
8	354,726	Los Angeles County, California
9	325,476	San Jose-Sunnyvale-Santa Clara, CA MSA
14	216,700	San Diego-Carlsbad, CA MSA
17	199,877	Orange County, California
39	67,721	Riverside-San Bernardino-Ontario, CA MSA
40	57,348	Sacramento-Roseville-Arden-Arcade, CA MSA
41	52,049	Hartford-West Hartford-East Hartford, CT MSA
42	48,678	Louisville-Jefferson County, KY-IN MSA
43	46,271	Las Vegas-Henderson-Paradise, NV MSA
44	42,370	Oklahoma City, OK MSA
45	39,964	Richmond, VA MSA
46	39,541	Providence-Warwick, RI-MA MSA
47	37,036	Buffalo-Cheektowaga-Niagara Falls, NY MSA
48	36,394	New Orleans-Metairie, LA MSA
49	35,858	Memphis, TN-MS-AR MSA
50	27,541	Jacksonville, FL MSA

Unlike California and nearly every other region in the state, the population in the Inland Empire has not declined, but the pace has slowed to virtually zero growth.

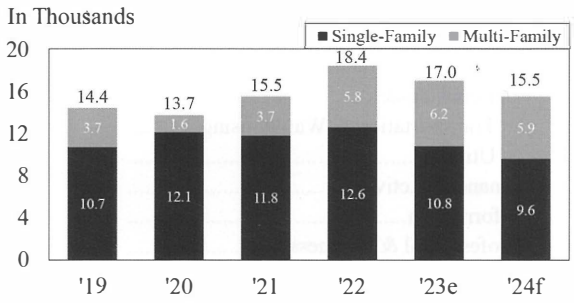
Net domestic migration, which measures the difference between people moving in and out of an area, turned negative in Riverside County for the first time in 2022. It's been negative in both 2021 and 2022 for San Bernardino County. This net outflow, however, was offset by positive foreign immigration.

The slowdown in population growth will adversely affect residential permit activity. Our forecast calls for a second consecutive decline in total residential permits to 15,500 in 2024. Almost all of this decline has been in single-family permits. Since 2022, multi-family permits have remained at around 6,000 per year.

INLAND EMPIRE POPULATION

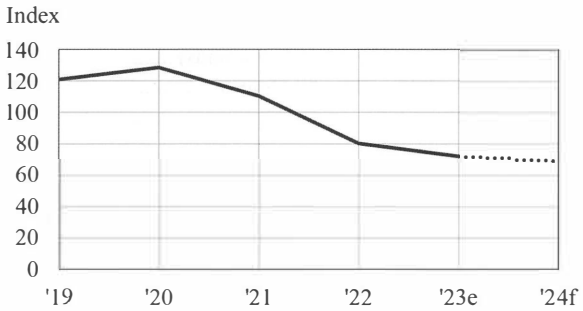


RESIDENTIAL PERMITS



Housing affordability in the Inland Empire has decreased sharply since 2020. In that year, the median family income in the region was 28.5 percent greater than the income necessary to purchase a median-priced home in the region. Our forecast for housing affordability of 68.8 percent in 2024 suggests that median family income will be 31.2 percent lower (100.0 – 68.8) than that necessary to purchase a median-priced home.

HOUSING AFFORDABILITY



INLAND EMPIRE FORECAST TABLES

Tables 11 to 14 present details of Payroll Employment, Personal Income, Taxable Sales, Existing Homes and Construction Activity. Tables 11 and 12 present annual levels and rates of change. Tables 13 and 14 present quarterly levels and year-to-year percentage changes on a quarterly basis.

ANNUAL HISTORY AND FORECASTS: 2019-2024

LEVELS

	2019	2020	2021	2022	2023e	2024f
Payroll Employment (Thousands):						
Total Payroll Employment	1,553	1,496	1,575	1,660	1,678	1,696
Mining & Natural Resources	1.2	1.3	1.4	1.6	1.6	1.6
Construction	107	105	110	115	117	115
Manufacturing	101	96	96	100	97	95
Durable Goods	66	61	60	61	59	57
Nondurable Goods	36	35	36	39	39	39
Services	1,082	1,046	1,125	1,195	1,205	1,220
Trade, Transportation & Utilities	395	407	443	464	458	459
Wholesale Trade	68	66	67	70	67	66
Retail Trade	181	169	177	181	181	182
Transportation & Warehousing	142	168	194	209	203	205
Utilities	4.8	5.0	5.1	5.4	5.8	6.0
Financial Activities	45	44	45	47	46	46
Information	12	10	10	10	10	10
Professional & Business	158	155	169	179	183	185
Education & Health	250	249	254	266	279	291
Leisure & Hospitality	176	141	160	180	180	179
Other Services	46	40	44	48	50	50
Government	261	248	242	249	257	265
Federal Civilian Government	21	22	21	21	21	21
State & Local Government	240	226	221	229	236	244
Personal Income ($ Millions):						
Total Personal Income	192,797	217,300	234,961	235,278	243,215	251,124
Taxable Sales ($ Millions):						
Total Taxable Sales	82,396	85,579	110,913	122,110	119,321	120,180
General Merchandising and Clothing	12,540	12,145	15,306	15,905	15,711	15,691
All Food and Drink	11,512	10,686	13,426	14,606	15,090	15,683
Motor Vehicles and Parts	10,805	11,309	14,302	14,585	13,450	13,399
Service Stations	7,070	5,448	8,304	10,380	9,006	9,218
All Other	40,468	45,991	59,575	66,634	66,064	66,189
Existing Homes:						
Sales, All Homes	62,544	65,251	76,812	56,715	42,843	42,460
Median Price, All Homes ($ Thousands)	354.5	391.4	478.0	531.3	521.4	519.3
Price Index (2009=100), All Homes	228.3	252.1	307.8	342.1	335.8	334.4
Affordability Index	120.9	128.5	110.4	80.3	72.1	68.8
Building Permits:						
Total Residential Permits	14,341	13,695	15,456	18,351	16,992	15,526
Residential, Single-Family	10,659	12,062	11,771	12,583	10,752	9,583
Residential, Multi-Family	3,682	1,633	3,685	5,768	6,240	5,943
Building Permit Valuation ($ Millions):						
Total Building Permit Valuation	6,308	5,876	6,073	7,844	6,140	5,752
Total Residential Valuation	3,766	3,677	3,761	4,580	3,908	3,660
Residential, Single-Family	2,914	3,247	3,094	3,396	2,871	2,535
Residential, Multi-Family	515	237	454	678	815	925
Additions, Renovations	337	194	213	264	222	201
Total Nonresidential Valuation	2,542	2,198	2,312	3,264	2,232	2,092

e = Estimate
f = Forecast

ANNUAL HISTORY AND FORECASTS: 2019-2024

YEAR-TO-YEAR PERCENTAGE CHANGES

	2019	2020	2021	2022	2023e	2024f
Payroll Employment:						
Total Payroll Employment	3.1	-3.7	5.3	5.4	1.0	1.1
Mining & Natural Resources	3.6	6.2	10.4	12.9	0.0	-0.4
Construction	1.9	-2.1	5.0	4.6	1.5	-2.0
Manufacturing	0.9	-5.3	0.2	3.6	-2.3	-1.9
Durable Goods	0.1	-6.9	-2.1	1.8	-3.9	-3.4
Nondurable Goods	2.5	-2.3	4.1	6.4	0.3	0.4
Services	3.8	-3.3	7.6	6.1	0.8	1.3
Trade, Transportation & Utilities	4.1	3.0	8.9	4.8	-1.5	0.3
Wholesale Trade	2.5	-3.2	2.8	3.3	-3.8	-1.6
Retail Trade	-0.3	-6.6	4.9	2.0	0.5	0.1
Transportation & Warehousing	11.5	18.1	15.6	7.8	-2.6	0.9
Utilities	-2.9	5.1	1.5	5.9	7.2	3.3
Financial Activities	1.0	-2.2	2.5	3.7	-0.8	-0.4
Information	0.7	-16.9	1.6	5.2	-2.4	-1.5
Professional & Business	4.3	-1.9	9.4	5.8	1.9	1.5
Education & Health	4.5	-0.6	2.2	4.8	4.7	4.3
Leisure & Hospitality	3.1	-19.7	13.3	12.1	0.0	-0.1
Other Services	0.9	-13.0	8.4	9.9	3.9	-0.4
Government	1.6	-5.1	-2.4	3.1	3.1	3.0
Federal Civilian Government	2.0	4.9	-4.5	-1.3	1.5	0.6
State & Local Government	1.5	-5.9	-2.2	3.5	3.2	3.2
Personal Income:						
Total Personal Income	6.8	12.7	8.1	0.1	3.4	3.3
Taxable Sales:						
Total Taxable Sales	3.7	3.9	29.6	10.1	-2.3	0.7
General Merchandising and Clothing	6.0	-3.1	26.0	3.9	-1.2	-0.1
All Food and Drink	5.2	-7.2	25.6	8.8	3.3	3.9
Motor Vehicles and Parts	1.6	4.7	26.5	2.0	-7.8	-0.4
Service Stations	-1.3	-22.9	52.4	25.0	-13.2	2.3
All Other	4.0	13.6	29.5	11.8	-0.9	0.2
Existing Homes:						
Sales, All Homes	0.0	4.3	17.7	-26.2	-24.5	-0.9
Median Price, All Homes ($ Thousands)	5.3	10.4	22.1	11.1	-1.9	-0.4
Price Index (2009=100), All Homes	5.3	10.4	22.1	11.1	-1.9	-0.4
Affordability Index	7.9	6.2	-14.1	-27.3	-10.2	-4.6
Building Permits:						
Total Residential Permits	0.6	-4.5	12.9	18.7	-7.4	-8.6
Residential, Single-Family	-1.8	13.2	-2.4	6.9	-14.6	-10.9
Residential, Multi-Family	8.2	-55.6	125.7	56.5	8.2	-4.8
Building Permit Valuation:						
Total Building Permit Valuation	-10.6	-6.8	3.4	29.2	-21.7	-6.3
Total Residential Valuation	-6.7	-2.3	2.3	21.8	-14.7	-6.3
Residential, Single-Family	-12.1	11.4	-4.7	9.7	-15.5	-11.7
Residential, Multi-Family	2.6	-54.0	92.0	49.3	20.1	13.5
Additions, Renovations	52.8	-42.4	9.4	24.1	-15.6	-9.5
Total Nonresidential Valuation	-15.7	-13.5	5.2	41.2	-31.6	-6.3

e = Estimate
f = Forecast

QUARTERLY HISTORY AND FORECASTS: 2023:1-2024:4

LEVELS

	23:1	23:2	23:3	23:4e	24:1f	24:2f	24:3f	24:4f
Payroll Employment (Thousands):								
Total Payroll Employment	1,664	1,672	1,668	1,706	1,675	1,683	1,691	1,737
Mining & Natural Resources	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6
Construction	112	117	122	117	107	114	119	118
Manufacturing	98	97	97	97	96	95	95	95
Durable Goods	60	58	59	58	58	56	57	56
Nondurable Goods	39	39	39	39	39	39	39	39
Services	1,197	1,197	1,196	1,228	1,206	1,205	1,216	1,252
Trade, Transportation & Utilities	458	451	452	469	454	450	455	476
Wholesale Trade	67	67	66	67	65	65	65	68
Retail Trade	180	179	180	186	179	179	181	188
Transportation & Warehousing	205	199	200	210	204	200	202	214
Utilities	6	6	6	6	6	6	6	6
Financial Activities	46	47	46	47	46	46	45	48
Information	10	10	10	10	10	10	10	10
Professional & Business	181	181	181	187	183	184	184	190
Education & Health	274	277	279	285	287	287	292	297
Leisure & Hospitality	179	181	179	180	178	179	180	180
Other Services	49	50	50	51	47	49	51	52
Government	256	259	251	262	264	267	258	270
Federal Civilian Government	21	21	21	21	21	21	21	21
State & Local Government	235	238	229	241	243	245	237	249
Personal Income ($ Millions):								
Total Personal Income	60,034	60,251	61,095	61,836	61,895	62,118	63,172	63,938
Taxable Sales ($ Millions):								
Total Taxable Sales	27,979	29,674	28,914	32,754	27,270	29,323	29,640	33,946
General Merchandising and Clothing	3,437	3,660	3,427	5,186	3,300	3,530	3,390	5,471
All Food and Drink	3,763	3,759	3,635	3,933	3,875	3,887	3,825	4,096
Motor Vehicles and Parts	3,388	3,519	3,275	3,268	3,235	3,315	3,381	3,467
Service Stations	2,135	2,299	2,270	2,303	2,065	2,246	2,417	2,491
All Other	15,257	16,437	16,308	18,064	14,794	16,345	16,628	18,421
Existing Homes:								
Sales, All Homes	9,609	12,843	10,550	9,842	9,712	10,536	11,077	11,135
Median Price, All Homes ($ Thousands)	519.3	526.6	537.4	502.2	508.3	523.1	539.0	506.7
Price Index (2009=100), All Homes	334.4	339.1	346.1	323.4	327.3	336.8	347.1	326.3
Affordability Index	75.3	73.4	69.0	70.5	68.5	66.3	66.7	73.7
Building Permits:								
Total Residential Permits	5,062	4,836	3,010	4,084	3,511	3,365	3,887	4,763
Residential, Single-Family	3,106	3,082	2,355	2,209	2,190	2,162	2,453	2,778
Residential, Multi-Family	1,956	1,754	655	1,875	1,321	1,203	1,434	1,985
Building Permit Valuation ($ Millions):								
Total Building Permit Valuation	1,801	1,570	1,364	1,405	1,398	1,236	1,519	1,600
Total Residential Valuation	1,198	1,038	823	849	899	769	981	1,011
Residential, Single-Family	900	801	602	567	646	571	619	699
Residential, Multi-Family	243	177	166	229	207	152	312	255
Additions, Renovations	55	60	55	52	46	47	51	57
Total Nonresidential Valuation	603	532	541	556	499	467	537	589

e = Estimate
f = Forecast

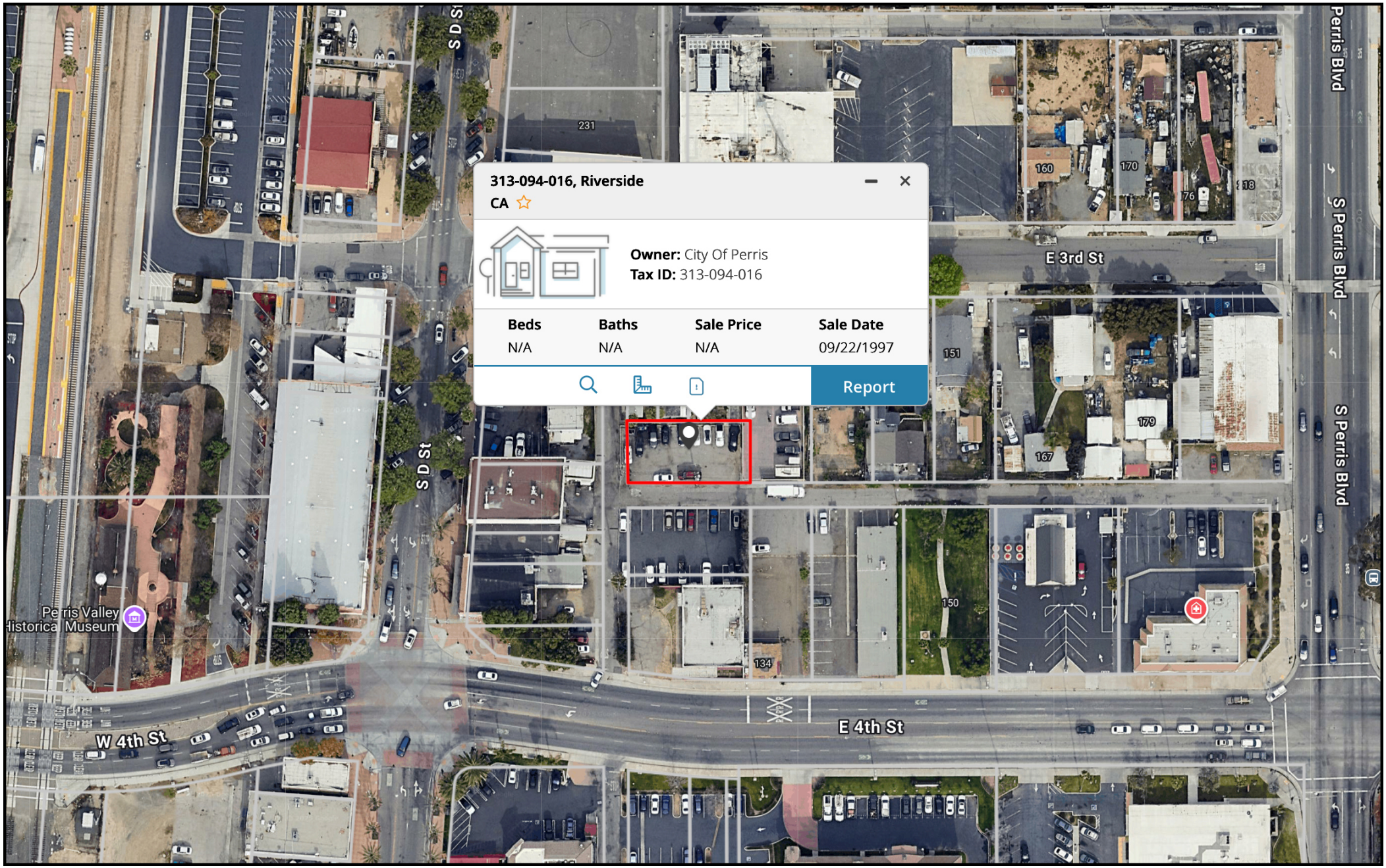
QUARTERLY HISTORY AND FORECASTS: 2023:1-2024:4

YEAR-TO-YEAR PERCENTAGE CHANGES

	23:1	23:2	23:3	23:4e	24:1f	24:2f	24:3f	24:4f
Payroll Employment:								
Total Payroll Employment	1.0	0.8	1.2	1.2	0.6	0.6	1.4	1.8
Mining & Natural Resources	0.0	0.0	0.0	-0.1	-0.6	-0.8	-1.0	0.9
Construction	-0.5	0.8	4.6	0.7	-4.2	-2.7	-2.2	1.0
Manufacturing	-0.9	-3.7	-2.5	-2.0	-1.7	-2.1	-2.0	-1.9
Durable Goods	-2.1	-5.8	-4.2	-3.6	-3.2	-3.6	-3.4	-3.4
Nondurable Goods	1.0	-0.3	0.1	0.5	0.7	0.2	0.2	0.3
Services	0.9	0.7	0.7	1.1	0.8	0.7	1.7	2.0
Trade, Transportation & Utilities	-1.5	-1.7	-1.9	-0.9	-0.8	-0.3	0.7	1.4
Wholesale Trade	-2.4	-3.4	-5.5	-4.0	-3.5	-2.9	-1.5	1.7
Retail Trade	0.9	0.4	0.1	0.5	-0.6	-0.3	0.7	0.7
Transportation & Warehousing	-3.5	-3.1	-2.6	-1.3	-0.3	0.5	1.3	2.0
Utilities	7.7	8.9	6.7	5.6	4.6	3.7	2.9	2.2
Financial Activities	-1.0	-0.4	-0.8	-0.9	-0.7	-1.0	-1.2	1.3
Information	0.0	-1.9	-3.9	-3.8	-4.1	-3.1	-0.5	1.9
Professional & Business	2.3	2.1	1.5	1.7	1.5	1.6	1.3	1.8
Education & Health	3.9	5.1	4.9	4.8	4.7	3.6	4.5	4.4
Leisure & Hospitality	0.8	-1.1	0.0	0.1	-0.5	-0.9	1.0	-0.1
Other Services	5.1	3.2	3.9	3.5	-2.7	-2.3	1.5	1.9
Government	2.7	3.2	3.2	3.1	3.1	3.0	3.0	2.9
Federal Civilian Government	0.2	1.1	2.7	1.9	1.2	0.8	0.3	0.2
State & Local Government	3.0	3.4	3.3	3.2	3.3	3.2	3.3	3.1
Personal Income:								
Total Personal Income	3.5	3.4	3.4	3.2	3.1	3.1	3.4	3.4
Taxable Sales:								
Total Taxable Sales	-2.4	-4.7	-3.6	1.4	-2.5	-1.2	2.5	3.6
General Merchandising and Clothing	0.4	-6.0	-5.3	4.3	-4.0	-3.6	-1.1	5.5
All Food and Drink	5.1	0.9	3.2	4.1	3.0	3.4	5.2	4.1
Motor Vehicles and Parts	-9.2	-9.5	-8.6	-3.3	-4.5	-5.8	3.3	6.1
Service Stations	-10.0	-20.3	-15.9	-4.9	-3.3	-2.3	6.5	8.1
All Other	-2.0	-1.9	-1.5	1.8	-3.0	-0.6	2.0	2.0
Existing Homes:								
Sales, All Homes	-42.2	-26.0	-19.6	2.3	1.1	-18.0	5.0	13.1
Median Price, All Homes ($ Thousands)	-0.7	-4.9	0.0	-1.7	-2.1	-0.7	0.3	0.9
Price Index (2009=100), All Homes	-0.7	-4.9	0.0	-1.7	-2.1	-0.7	0.3	0.9
Affordability Index	-20.0	-4.0	-10.8	-3.5	-9.0	-9.8	-3.4	4.5
Building Permits:								
Total Residential Permits	4.6	-11.5	-0.2	-18.8	-30.6	-30.4	29.1	16.6
Residential, Single-Family	-18.9	-26.9	-0.4	1.8	-29.5	-29.9	4.2	25.8
Residential, Multi-Family	94.0	40.5	0.6	-34.5	-32.5	-31.4	118.9	5.9
Building Permit Valuation:								
Total Building Permit Valuation	-23.7	-21.9	-25.7	-14.2	-22.4	-21.3	11.3	13.9
Total Residential Valuation	-18.9	-23.2	-2.6	-6.3	-25.0	-25.9	19.3	19.1
Residential, Single-Family	-15.2	-29.7	-3.2	-1.1	-28.2	-28.8	2.8	23.3
Residential, Multi-Family	116.6	28.8	7.0	-16.3	-14.9	-14.2	87.7	11.1
Additions, Renovations	-10.1	-20.0	-19.5	-11.4	-16.4	-21.6	-6.8	8.9
Total Nonresidential Valuation	-31.7	-19.2	-45.4	-24.0	-17.2	-12.3	-0.7	5.9

e = Estimate
f = Forecast

Neighborhood Map



NEIGHBORHOOD DESCRIPTION

The subject is located in Perris, California 92570. The 15th Edition of *The Appraisal of Real Estate* defines a neighborhood as a group of complimentary land uses. Pursuant to this definition, the subject's neighborhood is considered to be generally those lands north of Ellis Avenue, east of A Street, south of San Jacinto Avenue and west of Redlands Avenue. In general, the majority of the uses located within this neighborhood can best be described as a mix of commercial and residential uses.



Looking northeast

Vehicular access to the neighborhood is good via the 4th Street on/off ramps to Interstate 215, approximately 1 mile east of the subject and via the D Street on/off ramps to Interstate 215, approximately 0.5 miles north of the subject. The subject is located east of D Street, between 3rd Street & 4th Street, Perris, CA 92570. The subject is surrounded with a commercial building and a single-family residence to the north, single-family residential product to the east, a parking lot to the south and a mix of commercial uses to the west, including an auto repair facility and storefront retailers. The condition of the neighborhood is considered average, with street and sidewalk improvements in average condition.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

ASSESSOR'S MAP BK313 PG.09
Riverside County, Calif.

arrodrig

Data
R/S 33/94,RS 72/61
SBE MAP 151-33-2
SBE MAP 201-33-4,7
SBE MAP 270-33-8,22,26

SAN JACINTO AVE

FIRST ST

SECOND ST

THIRD ST

PERRIS BLVD

D STREET

(E ST)

T.P.

LOT A
234.50
29.18
64

LOT B
265.20
64
PM 249/41

PAR 1
06 EX
2.75 AC NT

091

PAR 2
07 EX

N89-38-47W
292.69
248.22
285.84
N04-56-48E
137.08
83.69
83.42
PM 249/41

POR 4
POR 13
POR 14
POR 15
POR 16
BLK 17
01 EX
VAC #69399-7/66
288.40

092
BLK 18
08
09 EX
10 EX
11 EX
12
24
21
20
19
23
16
15
25
22 EX
07 EX

093
BLK 19
SBE 201-33-583 PAR 2
20 EX
SBE 201-33-583 PAR 1
23 PU
17

094
BLK 20
MRO PAR 3 SBE 151-33-2
17
POR 5
89.70
23.30
01 EX
02 EX
03 EX
04 EX
05 EX
06

NE 1/4, SEC. 31 T.4S, R.3W
CITY OF PERRIS

TRA 008-029

313-09
16-10
16-11

1" = 100'

N
W
E
S

Legend
- Lot Lines
- Right-Of-Way
- Old Lot Lines
- Reference R.O.W
- Other Easements
- Lease Area
- Subdivision Tic Mark

Map Reference
MB 5/270 S.D. TOWN OF PERRIS
PM 249/41 - 43 PARCEL MAP NO. 37800

Jan 2021

Date	Old Number	New Number
3/20/1973	092-2-6	092-22
2/1/1976	094-906	094-15
4/1/1976	094-15	094-16-17
3/1/1979	093-907	093-20
3/1/1979	094-918	094-21
3/1/1973	094-919	094-22
3/1/1979	091-802	091-4
3/1/1979	093-21,22	093-23
2/1/1981	093-12,13	093-24
1/1/1990	091-11-13	091-18
12/1/2001	092-17, 18	092-23
12/1/2001	091-14	091-19, ST
3/27/2017	093-14	093-25, ST
10/25/2017	092-13	092-24
10/25/2017	092-14	092-25
12/23/2020	091-3,4	091-5
12/23/2020	091-5	091-6, 7

602

DESCRIPTION OF SUBJECT SITE

Location

The subject comprises a mixed-use designated parcel improved with asphalt paving located east of D Street, between 3rd Street & 4th Street, Perris, CA 92570. The property is identified as Riverside County Assessor Parcel Number 313-094-016.



North on top

Size and Shape

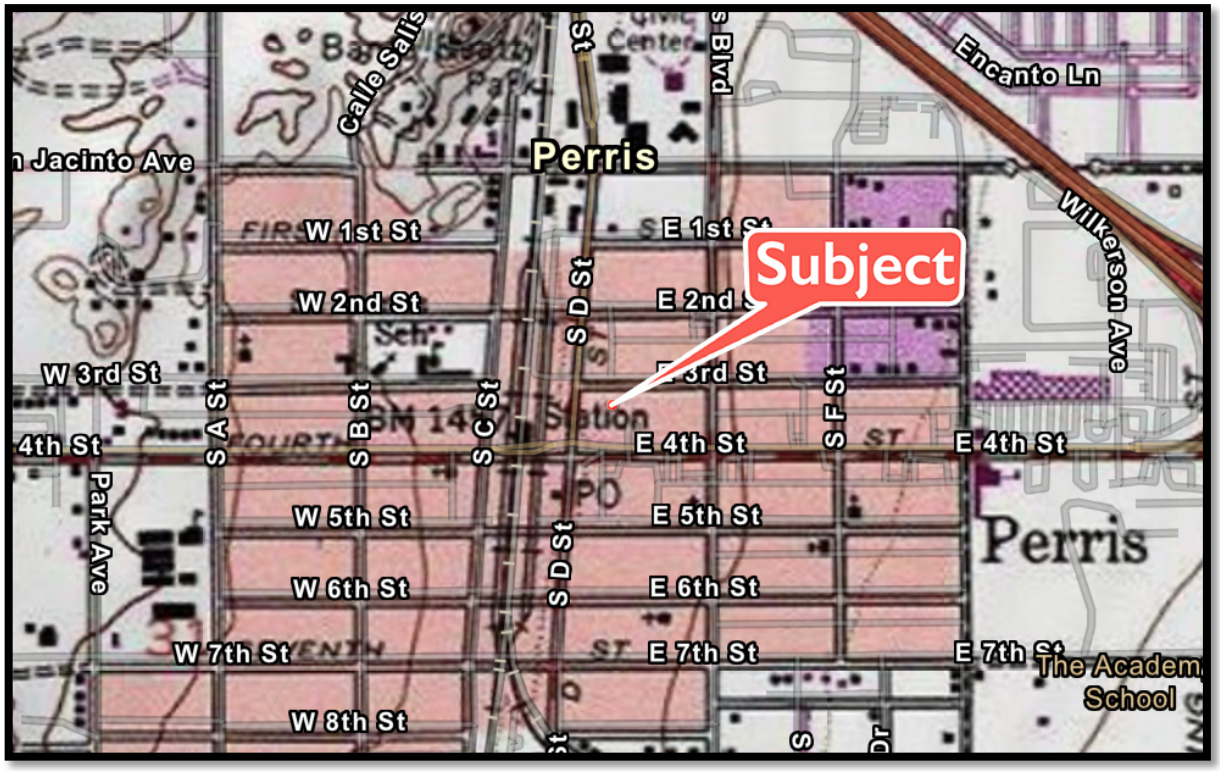
Per public records, the subject is approximately 4,792 square feet or 0.11 acres. The shape of the subject parcel is rectangular.

Soil & Subsoil

This valuation assumes adequate soil capability over the economic life of the property once improved.

Topography & Drainage

The topography of the subject site is nearly level. Drainage is assumed to be away from building structure(s) if developed.



Earthquake Fault Zone

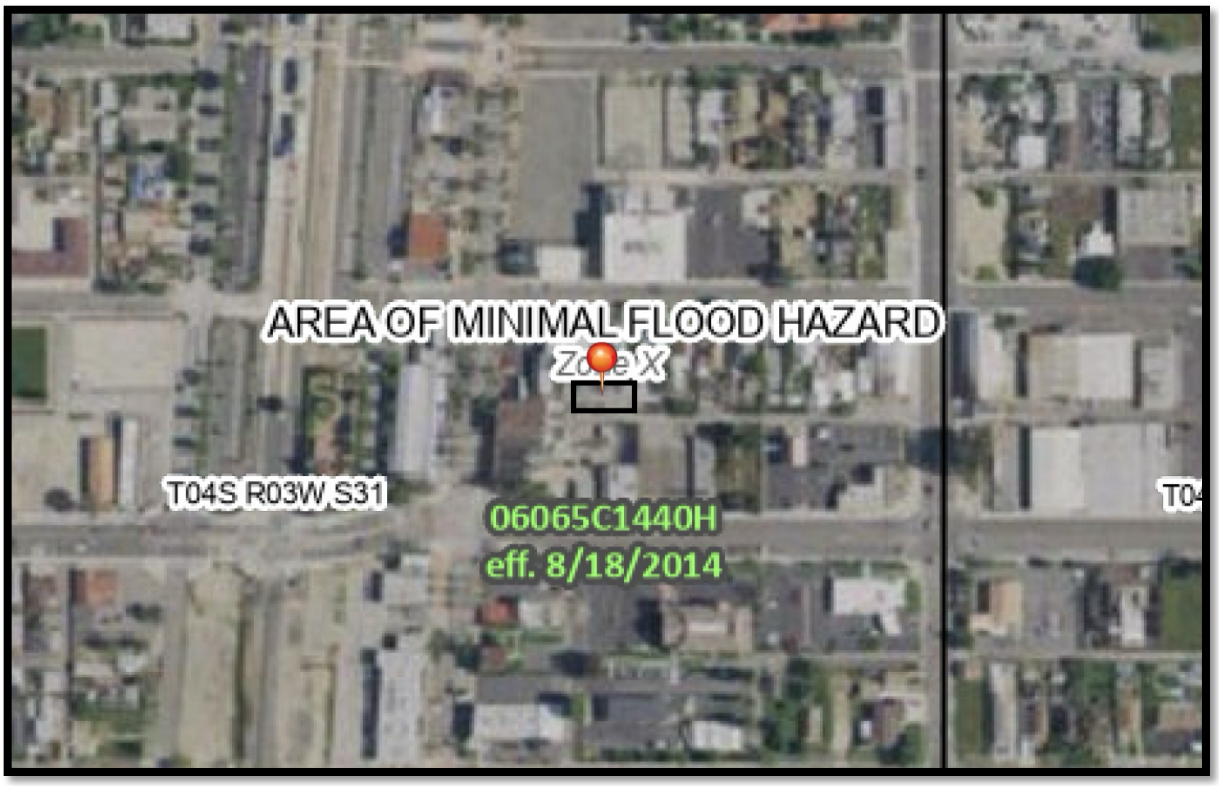
According to the California Department of Conservation Division of Mines and Geology maps, the subject land is not reportedly currently located in an Alquist-Priolo earthquake study zone.

Nuisances and Hazards

The subject property is appraised assuming it is not impacted by any hazardous substances or conditions or any toxic materials or conditions. The appraisers are not qualified or trained to detect such substances, materials or conditions nor did the appraisers' contract to provide this service.

Flood Zone

According to FEMA, the subject is located in an unshaded "Zone X" FEMA flood zone, which is an "Area of Minimal Flood Hazard" per FEMA Map Panel 06065C1440H dated 08/18/2014.



Easements and Restrictions

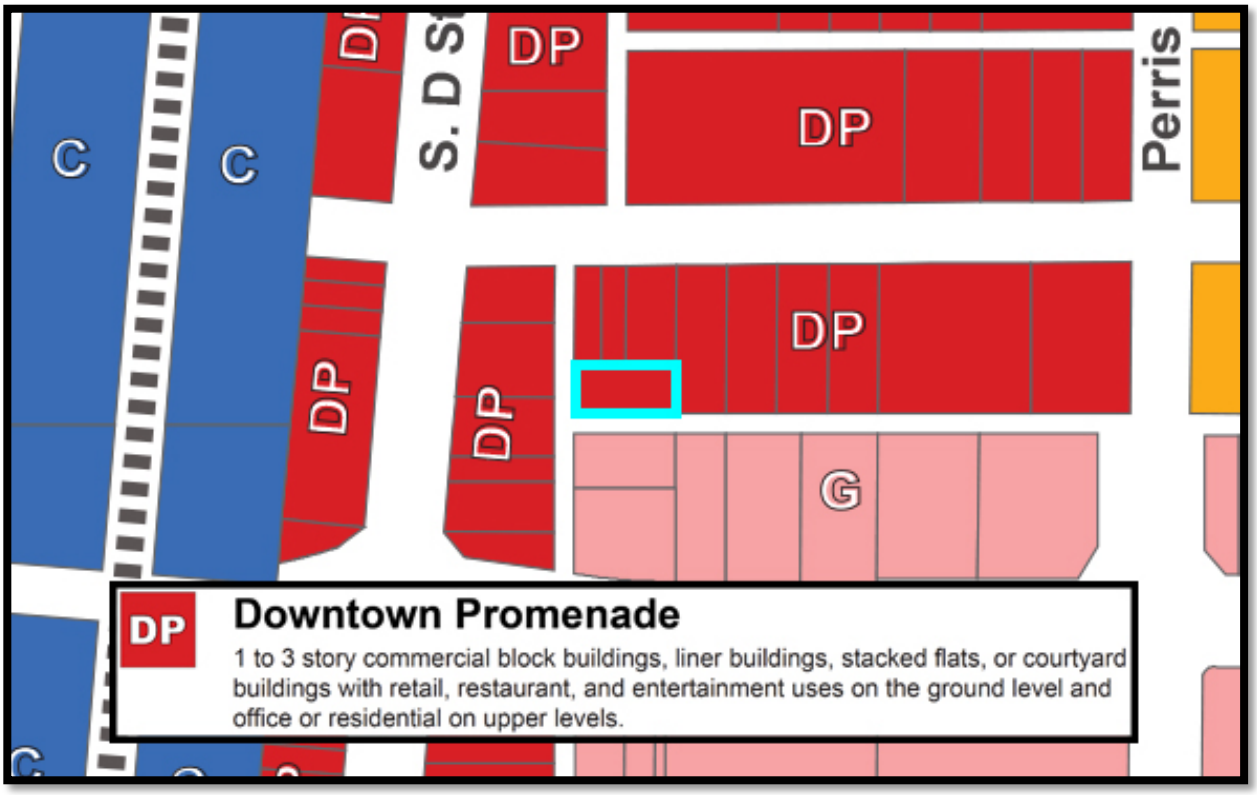
No survey of the boundaries of the subject property or any of the comparable data within this appraisal report was undertaken by the appraisers. It is assumed that no unusual easements impact upon the subject property other than those typical of other real estate or subject property type in the area. It is assumed that no prescriptive easements impact upon the subject property. It is assumed that no encroachments impacting the subject property exist, unless otherwise stated. It is assumed that the utilization of the land and/or improvements thereon are within the legal boundary or property lines of the subject property as described.

Access & Offsite Improvements

The subject has paved alley access connecting to 3rd Street, 4th Street, and Perris Boulevard.

Zoning

According to the City of Perris, the subject property is zoned Downtown Perris Specific Plan. The Specific Plan land use designation is Downtown Promenade[16]. Zoning and Specific Plan land use are consistent. A copy of allowable uses and development standards are included in the addenda.



Specific Plan Land Use Map

[16] Downtown Promenade is a mixed-use land use designation that allows 1 to 3 story commercial block buildings, liner buildings, stacked flats, or courtyard buildings with retail, restaurant, and entertainment uses on the ground level and office or residential on upper levels.

Onsite Improvements

The subject property consists of a mixed use designated parcel totaling approximately 4,792 square feet or about 0.11 acres, improved with asphalt paving.

Please see below an aerial photograph of the subject site.



Looking northeast

HIGHEST AND BEST USE

The term ***Highest and Best Use***[17] is defined as:

> *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*

The highest and best use of a property is an economic concept that measures the interaction of the four criteria. The determination of a property's highest and best use is a critical appraisal component that provides the valuation framework upon which comparable market information is derived.

Highest and Best Use as Vacant

Legally Permissible

According to the City of Perris, the subject property is zoned Downtown Perris Specific Plan. The Specific Plan land use designation is Downtown Promenade[18]. Zoning and Specific Plan land use are consistent.

Physically Possible

The subject property will reportedly accommodate a variety of uses. No soil report was provided for our review. Commercial and residential uses have been constructed in the area that could be developed on the subject parcel. This analysis presumes that the soil can support the potential improvements over their economic life.

Financially Feasible/Maximal Productivity

The financial feasibility of the site pertains to the development most apt to return the highest profit in relation to the perceived risk of the development. There are two probable scenarios for the site *as if vacant*: (1) Hold for future development, or (2) Develop for immediate use.

A use is considered financially feasible if it produces a positive net return. Holding for future development is what a developer would likely do if the site were vacant today given the high interest-rate environment.

Conclusion of Highest and Best Use "As" Vacant

The Highest and Best Use conclusion for the land as though vacant is to hold for speculation.

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[17] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015).

[18] Downtown Promenade is a mixed-use land use designation that allows 1 to 3 story commercial block buildings, liner buildings, stacked flats, or courtyard buildings with retail, restaurant, and entertainment uses on the ground level and office or residential on upper levels.

Highest and Best Use as Improved

Legally Permissible

According to the City of Perris, the subject property is zoned Downtown Perris Specific Plan. The Specific Plan land use designation is Downtown Promenade[19]. Zoning and Specific Plan land use are consistent.

It is unclear whether the subject's current use (i.e., surface parking lot) is a legally permissible use as a stand-alone use. However, according to the Downtown Perris Specific Plan, parking areas are allowed as ancillary uses or in support of permitted development. Therefore, it is likely that the subject use would be a legally permissible use if it served an adjacent parcel as a surface parking lot.

Physically Possible

The asphalt paving appears to have existed on the subject property for an extended period. As such, it shows that limited development on the subject site is physically possible.

Financially Feasible/Maximal Productivity

A use is considered financially feasible if it produces a positive net return. At the appraised value, financial feasibility may be achieved, but it is not guaranteed. The most likely buyer for the subject property is an adjacent property owner.

Conclusion of Highest and Best Use "As" Improved

The highest and best use of the property as improved is to assemble with an adjacent parcel for additional parking with parking serving as an interim use.

[19] Downtown Promenade is a mixed-use land use designation that allows 1 to 3 story commercial block buildings, liner buildings, stacked flats, or courtyard buildings with retail, restaurant, and entertainment uses on the ground level and office or residential on upper levels.

VALUATION METHODOLOGY

The Valuation Process

The preceding report sections form the foundation and a framework that the balance of the appraisal report will draw from. Within each approach to value, market data is presented and analyzed in relation to the subject property. A conclusion regarding the subject's value is drawn from the analysis of each approach employed. The following represents a brief description of the theory behind each approach.

Description of the Sales Comparison Approach to Value

We used this approach to value the subject land.

A major premise of this approach is that the market value of a property is directly related to the prices of comparable, competing properties. In this approach sales of comparable properties are analyzed in relation to the subject property.

Various elements of comparison are considered to determine whether they affect value. Adjustments are only made for those differences that the market indicates as having an effect on value. After making the appropriate adjustments, indications of value for the subject property are derived from the comparable sales.

Description of the Cost Approach to Value

This approach was not conducted as explained earlier.

Description of the Income Capitalization Approach to Value

This approach was not conducted as explained earlier.

Description of the Reconciliation Process

The Sales Comparison approach to value is used in this analysis to determine the land value. The reconciliation process immediately follows this approach to value. This is a process by which the inherent advantages and disadvantages of this approach to value is analyzed. The quantity and quality of data presented is also considered. This process results in a reasoned selection of a final value opinion for the subject property.

LAND VALUATION

The Sales Comparison Approach is the most commonly used method to estimate land value for sites similar to the subject property. In determining the market value of the subject property, we utilized the Sales Comparison Approach.

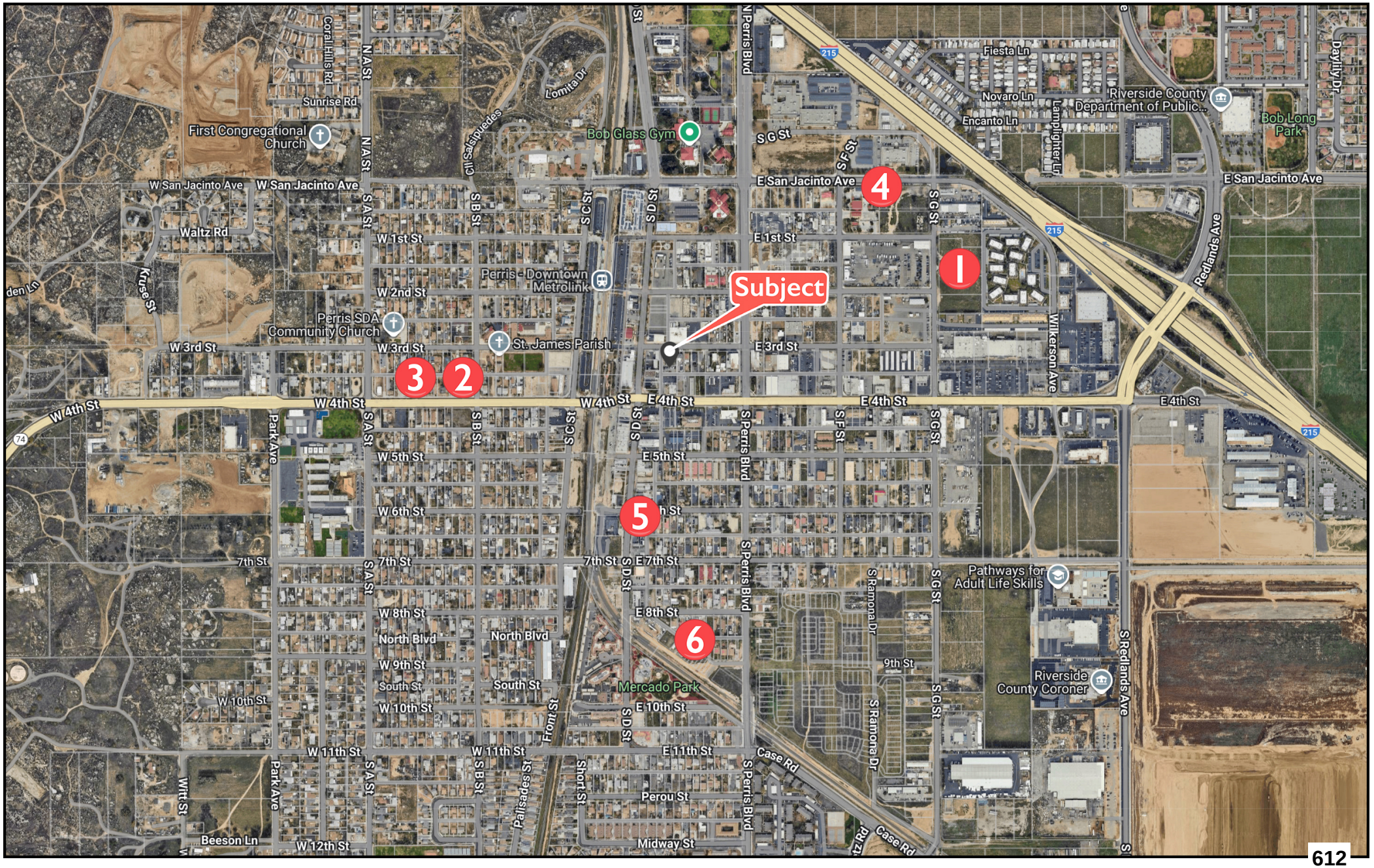
The Sales Comparison Approach

The Sales Comparison Approach is a method of valuation in which the subject property is compared directly to recent sales of similar, competitive properties. The indication of market value is the price at which an equally desirable property has recently sold or can be purchased in the open market. This approach is based on principle of substitution. The procedures of this approach are as follows:

1. Obtain recent sales; inspect the properties; verify the factual data and qualify the sale as an open market or "arm's length" transaction.
2. Determine the units of comparison. In the valuation of these properties, the most common unit of comparison in this particular market is the price per square foot.
3. Analyze the comparables in relation to the subject and adjust the comparable sale prices for any physical, functional or location differences. The effect of financing, if any, was also considered.
4. Reconcile the value indications for the subject property developed from the sales and estimate value for the subject property.

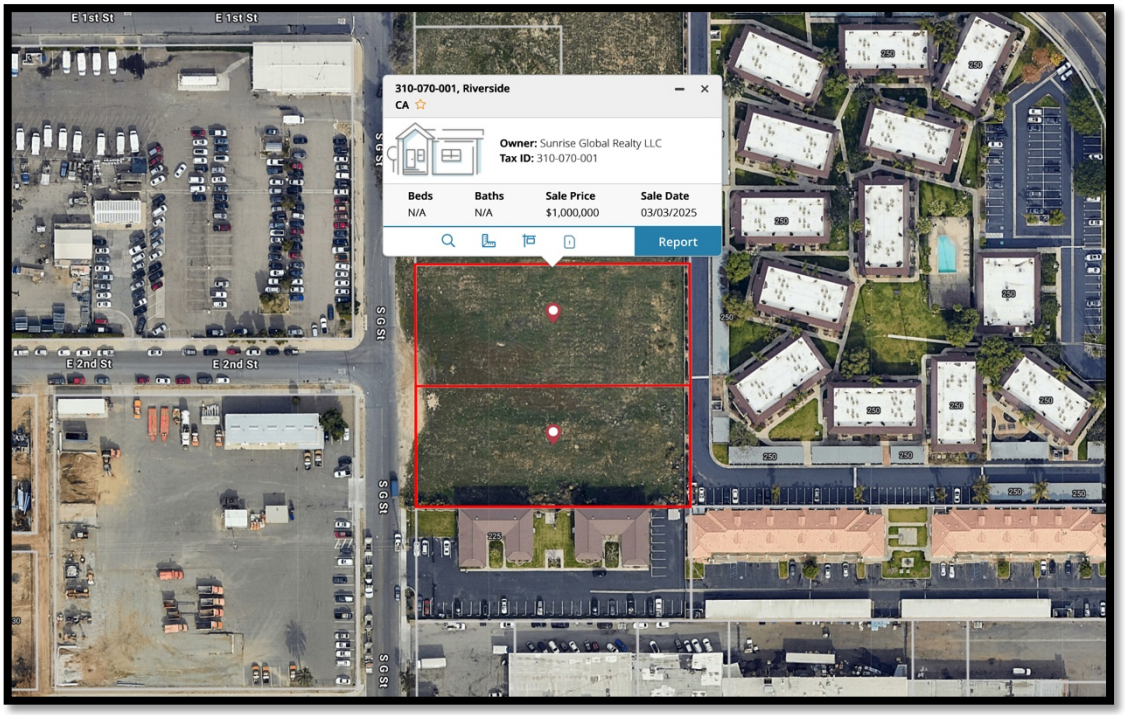
The market data selected as most relevant are summarized on the following page. Following the land sales are photos, an adjustment grid, and an analysis of the comparables.

Land Sales Map

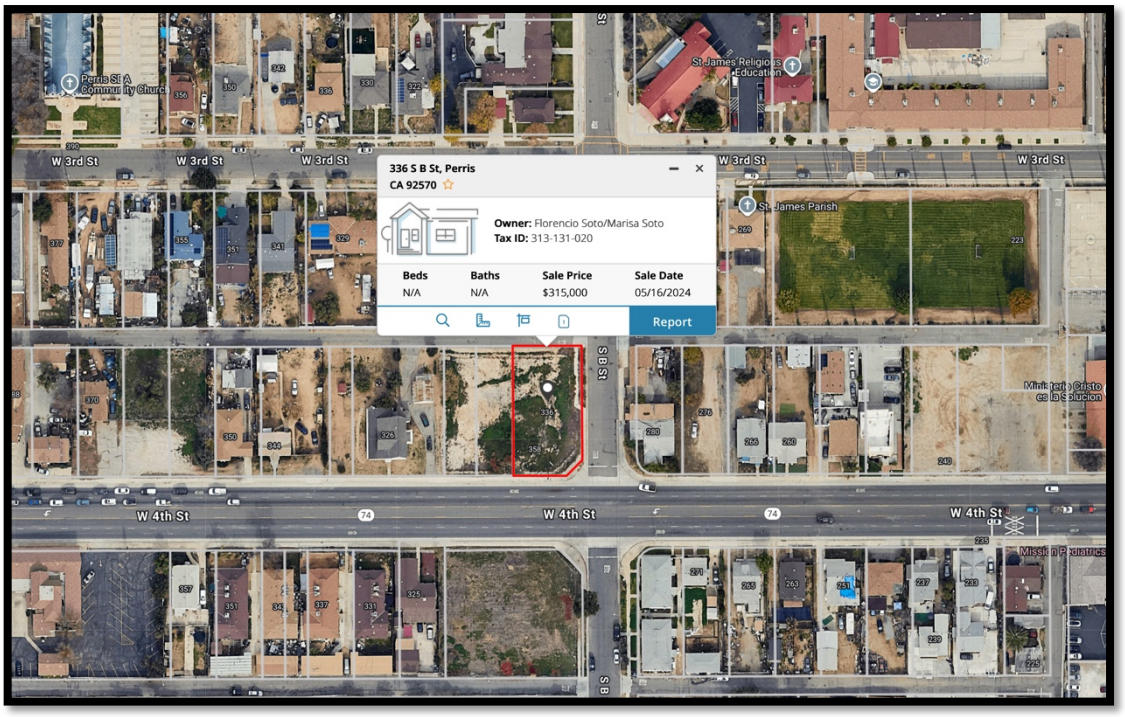


Summary of Comparable Land Sales

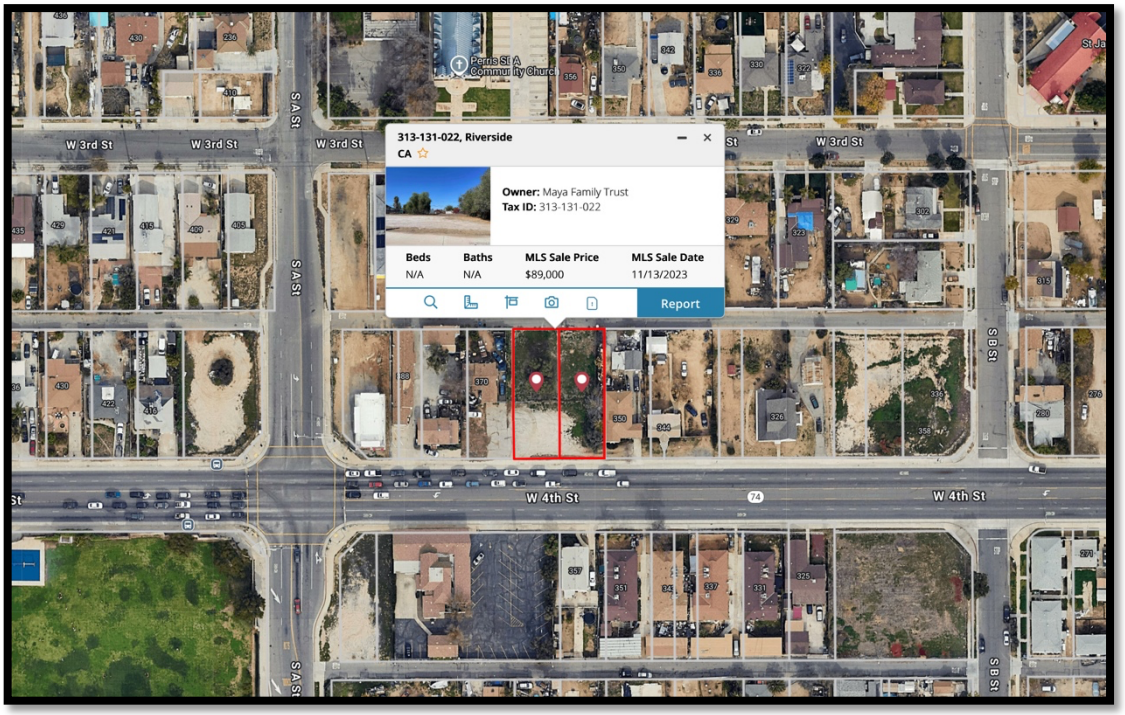
Data Item	Location Description Assessor's Parcel Number City Name, State, Zip Code	Date Sale Recorded Escrow Period (Days) Date Sale Occurred Document Number Time on Market (Mo)	Buyer Seller Verifying Party	Sale Price	Zoning General Plan Land Use Designation Onsite Improvements Paved Access Topography	Approx. Land Area (Acres)	Land Area (Sq. Ft.)	Sale Price PSF
1	East side of G Street at 2nd Street terminus APN's: 310-070-001, 002 Perris, CA 92570	March 21, 2025 18 March-25 85183 1.05 years	Sunrise Global Realty, LLC Tyloon Media Corporation Grace Su, Agent (626) 677-6488	$1,000,000	Downtown Perris Specific Plan Urban Village (essentially mixed use) None Paved street access Nearly Level	1.80	78,408	$12.75
2	NWC B Street & 4th Street APN: 313-131-020 Perris, CA 92570	July 11, 2024 56 May-24 206667 6 months	Florencia & Marisa Soto Ray I. Williams Trust Gabriela Devine, Agent (951) 600-8634	$315,000	Downtown Perris Specific Plan 4th Street Gateway (essentially mixed use) None Paved street access Nearly Level	0.24	10,454	Assemblage Premium $30.13
3	North of 4th Street East of A Street APN's: 313-131-021 & 022 Perris, CA 92570	November 3, 2023 N/A N/A 340936 28 days	Herlinda Maya Emered, Inc. Olga Melnikova, Agent (916) 848-7554	$178,000	Downtown Perris Specific Plan 4th Street Gateway (essentially mixed use) None Paved street access Nearly Level	0.32	13,940	$12.77
4	West of G Street South of San Jacinto Avenue APN: 310-031-006 Perris, CA 92570	September 22, 2023 58 July-23 281524 2.76 months	Perris Elementary School District Maria Jimenez Rosa Otero, Agent (951) 436-6983	$85,000	Downtown Perris Specific Plan Urban Village (essentially mixed use) None Paved street access Nearly Level	0.17	7,405	$11.48
5	SEC D Street & 6th Street APN's: 313-104-004, 005, 026 Perris, CA 92570	August 23, 2022 19 August-22 367655 N/A	Perris Sub, LLC Averill Living Trust Realist & Public Records	$195,500	Downtown Perris Specific Plan Plaza Mercado (essentially mixed use) None Paved street access Nearly Level	0.28	12,197	$16.03
6	North of Commercial Street West of Cross Steet (9th Street) APN: 313-263-013 Perris, CA 92570	September 24, 2021 78 July-21 569637 2.77 years	Juan A. Aragon Jack Rosemary Jack Rosemary, Agent (949) 289-5263	$35,000	Downtown Perris Specific Plan Urban Village (essentially mixed use) None Dirt street access Nearly Level	0.06	2,614	$13.39
	SUBJECT PROPERTY East of D Street Between 3rd Street & 4th Street APN: 313-094-016 Perris, CA 92570				Downtown Perris Specific Plan Downtown Promenade (essentially mixed use) Asphalt paving Paved street access Nearly Level	0.11	4,792	See Report



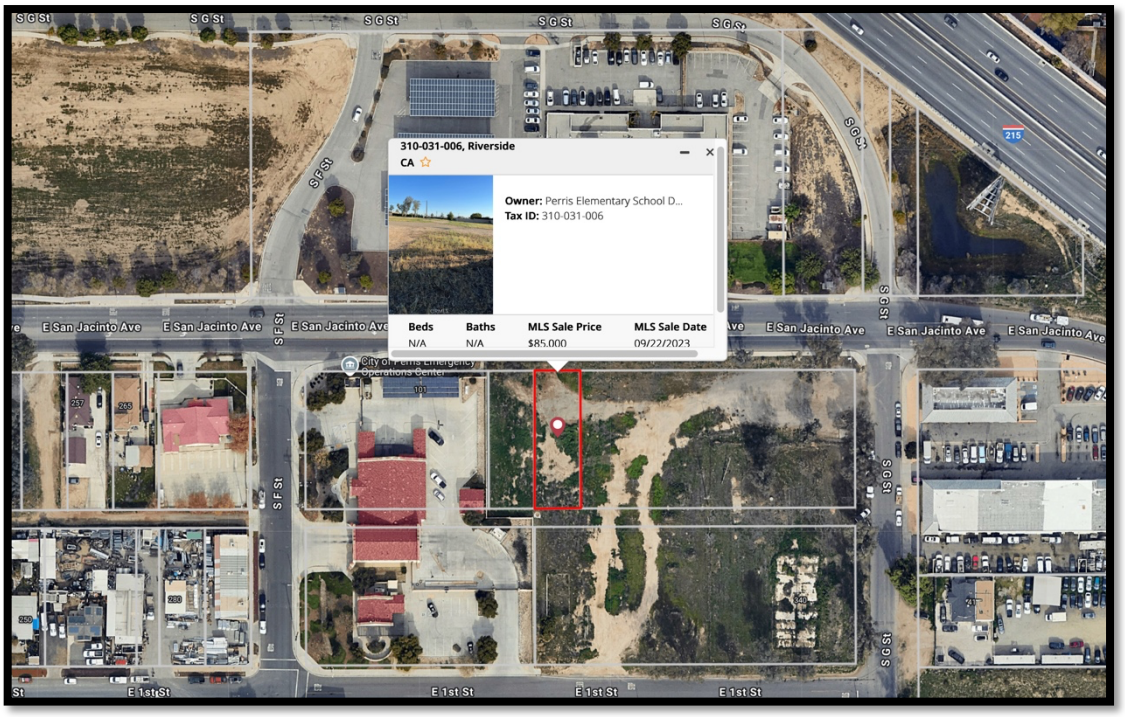
Land Sale 1



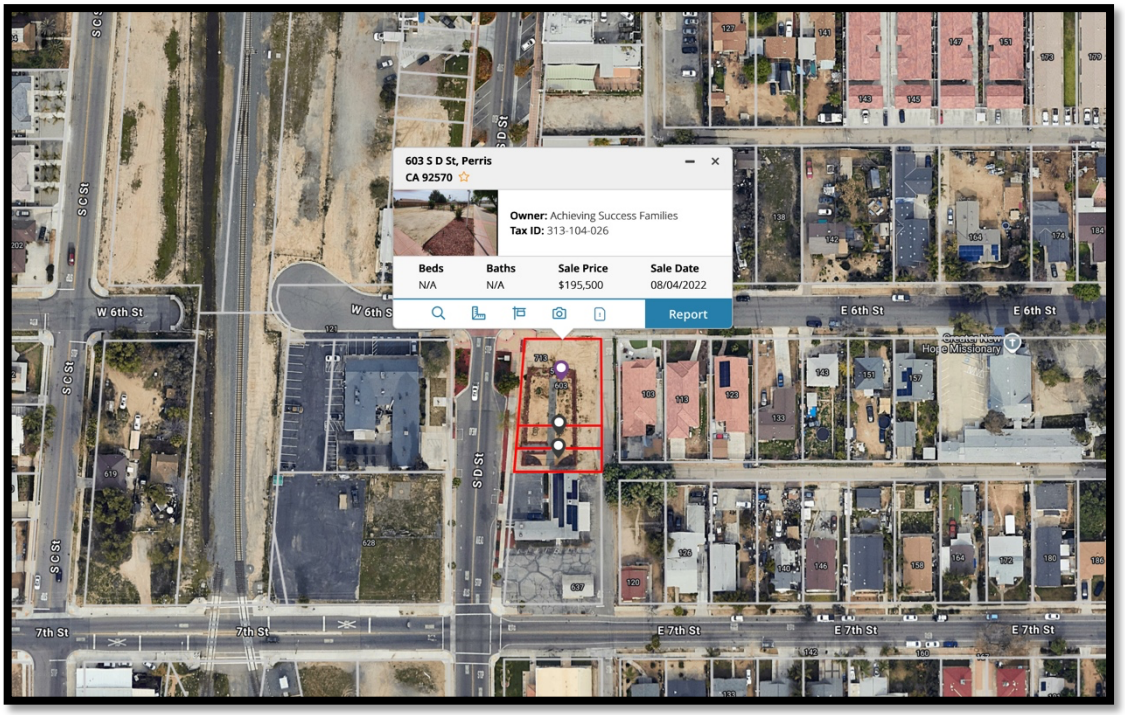
Land Sale 2



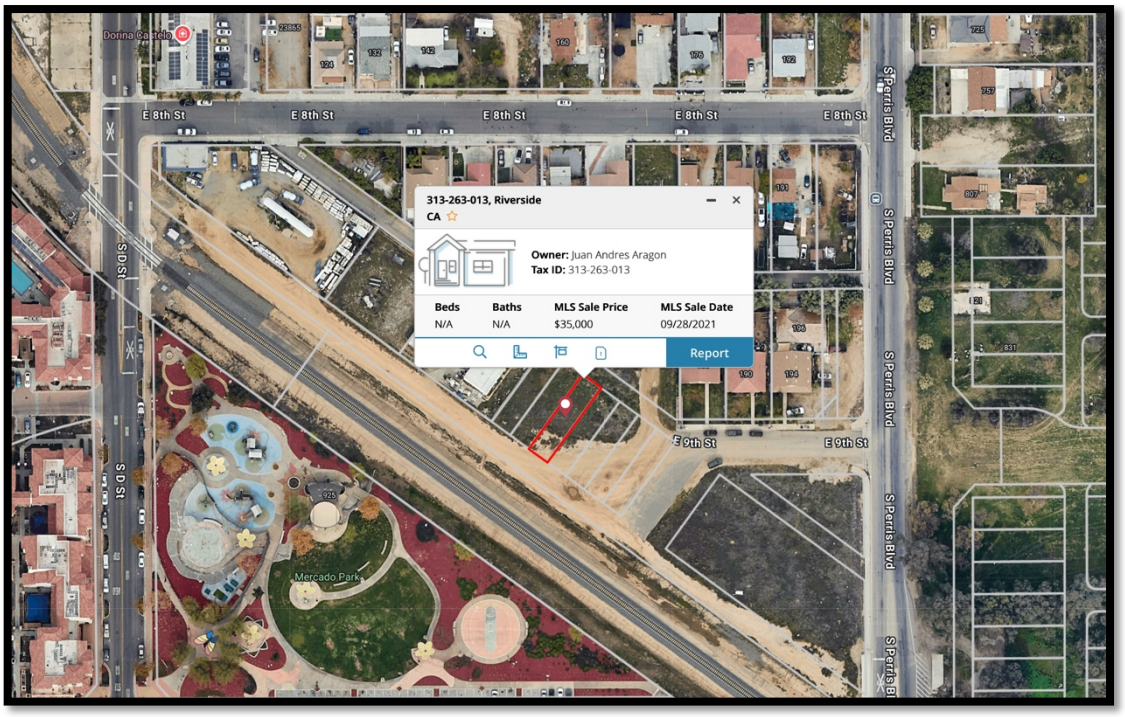
Land Sale 3



Land Sale 4



Land Sale 5



Land Sale 6

Land Data Comparison Grid

Sale Item #	Unadjusted Price PSF	Property Rights	Subtotal Price PSF	Financing	Subtotal Price PSF	Conditions of Sale	Subtotal Price PSF	Market Conditions	Subtotal Price PSF	Location	Access/ Visibility	Site Size	Offsite Condition	Onsite Improvements	Site Shape	Remaining Adjustment Sutotal	Adjusted Price PSF
1	$12.75	0.00%	$12.75	0.00%	$12.75	0.00%	$12.75	0.00%	$12.75	0.00%	-20.00%	35.00%	0.00%	0.00%	0.00%	15.00%	$14.67
2	$30.13	0.00%	$30.13	0.00%	$30.13	-30.00%	$21.09	0.00%	$21.09	-10.00%	-20.00%	5.00%	0.00%	0.00%	0.00%	-25.00%	$15.82
3	$12.77	0.00%	$12.77	0.00%	$12.77	0.00%	$12.77	0.00%	$12.77	0.00%	-20.00%	10.00%	0.00%	0.00%	0.00%	-10.00%	$11.49
4	$11.48	0.00%	$11.48	0.00%	$11.48	0.00%	$11.48	0.00%	$11.48	0.00%	-20.00%	0.00%	0.00%	0.00%	0.00%	-20.00%	$9.18
5	$16.03	0.00%	$16.03	0.00%	$16.03	0.00%	$16.03	5.00%	$16.83	0.00%	-20.00%	10.00%	0.00%	0.00%	0.00%	-10.00%	$15.15
6	$13.39	0.00%	$13.39	0.00%	$13.39	0.00%	$13.39	10.00%	$14.73	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	5.00%	$15.46

Unadjusted Range:	**$11.48**	**to**	**$30.13**	**/SF =**	
Adjusted Range:	**$9.18**	**to**	**$15.82**	**/SF =**	
Concluded:	**4,792**	**x**	**$15.00**	**/SF =**	
Value By Sales Comparison Approach					$71,880
				Rounded	**$70,000**

Analysis of Land Sales

We gathered 6 land sales from the City of Perris. All sales used are located within the Downtown Perris Specific Plan like the subject property. Aerial photos are included on the prior pages for each data item. The unit of comparison is price per square foot as this is how informed market participants are trading this property size and type.

Property Rights

Each data item was reported as fee simple, requiring no adjustments.

Financing

No adjustments were needed for financing.

Conditions of Sale

Sale 2 was adjusted down because the buyer paid a premium due to an assemblage.

Market Conditions

We adjusted Sale 5 and 6 upward as market conditions have improved since these sales occurred.

Location

We adjusted Sale 2 down for its superior corner location with frontage on 4th Street.

Access/Visibility

The subject is located behind neighboring structures with no direct visibility to any street. Additionally, the subject can only be accessed via an alleyway. Based on this, we adjusted Sales 1–5 down for featuring superior access/visibility.

Site Size

Larger parcels will generally sell for less per square foot compared to smaller parcels and vice versa. This is a concept known as size economies. With this in mind, we adjusted Sales 1–3 and 5 for size.

Offsite Condition

We adjusted Sale 6 upward for inferior offsite condition compared to the subject.

Onsite Improvements

No adjustments were considered necessary for onsite improvements.

Site Shape

No adjustments were considered necessary for site shape.

Sales Comparison Approach Conclusion

Having made the preceding adjustment, we show an adjusted range from $9.18 per square foot to $15.82 per square foot. Giving some consideration to the totality of the data, but emphasizing Sales 1 and 2 as they were the most recent, we selected $15.00 per square foot as reasonable. This per square foot selection yields the following value.

4,792 square feet	x	$15.00 per square feet	=	$71,880
Rounded Land Value				**$70,000**

Estimated Contributory Value of the Asphalt Paving

The subject site is improved with asphalt paving. The contributory value of the asphalt paving was estimated using the Marshall & Swift Valuation Service, Section 66, Page 1. We selected $3.25 per square foot as an appropriate cost estimate for the asphalt paving. A current cost multiplier of 1.08 and a local cost multiplier of 1.00 was applied. In addition, an indirect cost factor of 25% and an entrepreneurial incentive of 15% were included. Given the age and condition of the asphalt paving, depreciation was estimated at approximately 75.00%.

Please refer to the following two pages for a detailed breakdown of the cost selection, cost multiplier, and depreciation estimate used to develop the contributory value of the asphalt paving.

Subject Property
East of D Street, Between 3rd Street & 4th Street, Perris, CA 92570

Description of Item	Construction Class	Building Quality	Quantity*	Unit	Rate	Marshall Valuation Cost Manual	Current Cost Multiplier	Local Cost Multiplier	Adjusted Rate	Cost
Asphalt Paving	N/A	Average	4,792	S.F.	$3.25	Section 66, Page 1	1.08	1.00	$3.510	**$16,820**

Rate figures for buildings implicitly include some soft costs, including architects fees, contractors overhead and profit, sales taxes, permit fees, insurance during construction and interest on interim construction financing.

*All measurements are approximations, unless otherwise noted.

Subject Property

East of D Street, Between 3rd Street & 4th Street, Perris, CA 92570

	Percent	Asphalt Paving	Project Totals
Replacement Cost New (See Worksheet)		$16,820	$16,820
Estimated Indirect Costs Not in Base PSF Cost	25%	$4,205	$4,205
Subtotal		**$21,025**	**$21,025**
Plus Entrepreneurial Incentive (Profit)	15%	$3,154	$3,154
Estimated Replacement Cost New		**$24,179**	**$24,179**
ACCRUED DEPRECIATION			
Year Constructed		N/A	
Current Year		2025	
Physical Age		N/A	
Year of Rehab or Building Addition		N/A	
Current Overall Building Condition		Average	
Effective Age		6	
Estimated Physical Life New		8	
Estimated Remaining Physical Life		2	
Percent Depreciated (Age/Life Method)		75.00%	
Physical Incurable Depreciation Amount		$0	
Estimated Deferred Maintenance		$0	
Estimated Depreciation Total		($18,134)	($18,134)
Depreciated Replacement Cost		**$6,045**	**$6,045**

RECONCILIATION

Date of Value	October 20, 2025
Report Preparation Date	October 30, 2025

CURRENT AS IS MARKET VALUE

Sales Comparison Approach	**$70,000**	
Estimated Contributory Value of Improvements	**$6,045**	
Subtotal	**$76,045**	
Current As Is Market Value (Rounded)	**$75,000**	(As of October 20, 2025)

Sales Comparison Approach

We gathered 6 land sales for use in this analysis, all of which were located within the Downtown Perris Specific Plan like the subject. The sales used were of comparable size to the subject and all had similar land uses.

The data used within this report is very good, contributing to a well-supported value conclusion.

ADDENDA

GENERAL ASSUMPTIONS

Definitions

Appraisal	The act or process of developing an opinion or opinions of value.
Appraisal Report	Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client upon completion of an assignment.
Appraiser	One who is expected to perform valuation services competently and in a manner that is independent, impartial and objective. A signatory of this appraisal report.
Assignment	An agreement between an appraiser and a client to provide a valuation service.
Assumption	That which is taken to be true.
Client	The party or parties who engage, by employment or contract, an appraiser in a specific assignment.
Date of Report	The date that the appraisal report is completed and transmitted to the client.
Extraordinary Assumption[20]	An assignment-specific assumption as of the effective date regarding uncertain is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.
Hypothetical Condition[21]	A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis
Intended User	The client, and any other party identified, by name or type, as users of the appraisal, on the basis of communication with the client, at the time of the assignment.
MPA	Mission Property Advisors, Inc. (MPA), its employees, subcontractors, officers, and affiliates.
Real Estate	An identified parcel or tract of land, including improvements, if any.
Real Property	The interests, benefits, and rights inherent in the ownership of real estate.
Subject Property	The property that is the subject of this appraisal report.
USPAP	The current edition of the *Uniform Standards of Professional Appraisal Practice* published by The Appraisal Foundation.

[20] The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

[21] The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

Agreement Governing Use of this Appraisal Report
Each person or entity that uses this appraisal report agrees to be bound by all of the General Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions outlined herein. Each person or entity that uses this appraisal report covenants that they will not alter any portion of the report as originally delivered.

Code of Professional Ethics, USPAP
Disclosure of the contents of this appraisal report is governed by the Code of Professional Ethics and USPAP. The use of this appraisal report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Rights of Use & Publication
Possession of this appraisal report, or a portion of this appraisal report, whether an original hard paper copy or an electronic version, does not imply the right of publication, reproduction, use or dissemination for any purpose by anyone other than the client and/or intended uses(s), without the prior written consent of the appraiser(s) who signed the report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, social media or other media for public communication without the prior written consent of all appraiser(s) who signed the appraisal report.

Accuracy of Information Gathered
The information furnished by others is believed to be reliable, however no warranty is given for its accuracy.

Any & All Values Reported
Any and all values reported herein are subject to these General Assumptions and/or Limiting Conditions, and to any other assumptions or conditions set forth in the appraisal report, but which may have been excluded from this list of General Assumptions and/or Limiting Conditions.

Retrospective Dates of Value
Value opinions reported on retrospective date(s) of value are based on the general purchasing power of the U.S. Dollar on the retrospective date(s) of value. Appraisal reports containing retrospective value opinions and conclusions are based on either market conditions existing on the retrospective date of value or on data that occurred on dates subsequent to the retrospective date of value wherein the data and market expectations at those times was considered similar to those in existence on the retrospective date of value.

Current Dates of Value
Value opinions reported on current dates of value are based on the general purchasing power of the U.S. Dollar on the stated current date of value. The appraiser(s) cannot be held responsible for any subsequent or unforeseeable events that alter market conditions occurring after the current date of value.

Prospective Dates of Value
Value opinions reported on prospective date(s) of value are based on the general purchasing power of the U.S. Dollar on the stated date of the report. Prospective value opinions are intended to reflect the current expectations and perceptions of market participants and should be judged on the market support for the forecasts when made, not on whether specific items in the forecast are realized. The appraiser(s) cannot

be held responsible for any subsequent or unforeseeable events that alter market conditions occurring after the date of the report but prior to the prospective date(s) of value.

Areas, Dimensions, Sizes & Volumes
In this appraisal report, any and all areas, dimensions, sizes and volumes should be considered reasonable approximations only and are not to be construed as exact, particularly when such areas, dimensions, sizes and volumes or any other unit of measure are based upon the appraisers own measurements and/or calculations. Areas, dimensions, sizes and volumes obtained from official public records, proprietary and non-proprietary databases, Internet or web-based measurement tools, GIS applications, Auto-CAD files, individuals, property owners, property managers, brokers or any other party are deemed accurate and reliable, unless otherwise stated in the appraisal report.

Illustrations, Visual Aids & Exhibits
All maps, sketches, graphs, photographs, illustrations, visual aids and exhibits in this report are for illustration purposes only and are to be utilized only to assist in visualizing information presented within this report and they are not necessarily to scale. None of the maps, sketches, graphs, photographs, illustrations, visual aids or exhibits are to be altered, removed, reproduced or used apart from this report.

Survey of Boundaries, Easements & Encroachments
No survey of the boundaries of the subject property or any of the comparable data within this appraisal report was undertaken by the appraiser(s). It is assumed that no unusual easement(s) impact upon the subject property other than those typical of other real estate or subject property type in the area, unless otherwise stated. It is assumed that no prescriptive easement(s) impact upon the subject property, unless otherwise stated. It is assumed that no encroachments impacting the subject property exist, unless otherwise stated. It is assumed that the utilization of the land and/or improvements thereon are within the legal boundary or property lines of the subject property as described, unless otherwise stated.

Zoning & Use Regulations
It is assumed that all applicable federal, state and local zoning and use regulations and laws have been complied with, and that the subject zoning is conforming to the General Plan land use classification, unless otherwise stated.

Condition of Subject Property on the Date(s) of Inspection
As of the date of the report, this appraisal report assumes that the condition of the subject property has remained unchanged in all aspects (including its entitlement status and/or any and all discretionary or regulatory approvals) and that it is in substantial conformance with the condition it was in on the date of the inspection made by the appraiser(s). If the subject property is inspected on more than one date, then this assumption shall apply to the most recent date inspected.

Hidden or Unapparent Conditions
It is assumed that there are no hidden or adverse unapparent conditions impacting the subject property. No agreement with the client shall be construed to suggest that they should be responsible for disclosure of any hidden or adverse unapparent conditions impacting the subject property, including but not limited to the land (including all conditions and/or tanks below the ground surface such as septic tanks, solvent or chemical tanks or containers and gasoline tanks, if any) and all site improvements.

Solvent, Chemical & Gasoline Storage Tanks
If any solvent, chemical or gasoline tanks exist on the subject property, whether they be above ground or below ground, this appraisal report will assume that they are 1) legally permitted to the subject property 2) properly installed and periodically maintained by licensed professionals 3) not leaking or impacting the surrounding soil or ground water in any detrimental way.

Hazardous Substances, Toxic Materials
The subject property is appraised assuming it is not impacted by any hazardous substances or conditions or any toxic materials or conditions. The appraiser(s) are not qualified or trained to detect such substances, materials or conditions nor did the appraiser(s) contract to provide this service, unless otherwise stated. This assumption shall govern all value opinion(s) provided in the appraisal report.

Legal Description & Legal Access
Any legal description included in the appraisal report as provided by others is assumed to be correct. Unless otherwise stated, this appraisal report assumes that all subject parcel(s) have legal access.

Title, Taxes, Liens & Encumbrances
Title is assumed to be marketable and free and clear of all clouds, lis pendens, liens, encumbrances, unusual or atypical easements, and restrictions, unless otherwise stated within the appraisal report. No opinion as to the title, legal vesting or ownership of the subject property is rendered. Information pertaining to ownership and legal description was obtained from public records and is considered reliable. Unless otherwise stated, this appraisal report assumes that the payment of real estate taxes is current and that no delinquencies or penalties exist. If delinquencies and/or penalties are noted in the appraisal report, they have not been deducted from the reported value opinion(s), unless otherwise stated.

Private Deed Restrictions
This appraisal report assumes that there are no private deed restrictions which limit the use of the subject property in any way, unless otherwise stated.

Competent Management & Ownership
The subject property is appraised assuming it is being responsibly and proactively owned and managed by competent individual(s) that are acting in a "best practice" and legal manner on behalf of the subject property and in a way that preserves and/or enhances value, unless otherwise stated.

Ground Leases
If the subject property is ground leased and the lease and any lease amendments were provided, they are assumed to be complete, accurate and correct, unless otherwise stated. The ground lease tenant is assumed to have the necessary financial ability to fully execute the terms and conditions of their lease, including any lease amendments, if exercised. No attempt has been made by the appraiser(s) to analyze the ability of the ground lease tenant to fully execute the terms and conditions of their lease.

Fractional Interests
This appraisal report includes value(s) of the total property and not any fractional interest or portion thereof. The reported value(s) of the subject property cannot be used to develop or estimate the value of any fractional interest or portion of the whole by mathematical proration.

Personal Property, Goodwill & Business Value
The valuation of the subject property pertains only to the real estate and does not include any personal property, goodwill or business value, unless otherwise stated.

Subsurface Rights, Aviation Rights
No opinion is expressed as to the value of subsurface oil, gas, water or mineral rights or any other liquid or solid or whether the subject property is subject to surface entry for the exploration or removal of such materials, except expressly stated herein. Oil, gas, water, mineral and subsurface rights, including any slant drilling rights or surface entry rights, were not considered in preparing this appraisal report, unless expressly stated herein. The same exclusion applies to aviation rights or restrictions, if any.

Existing Judgments, Pending or Threatened Litigation
This appraisal report and all values reported herein assume that there are no existing judgments or pending or threatened litigation that could affect the value of the property, and neither MPA nor Steven R. Fontes, MAI, CCIM have been informed of such, unless otherwise stated herein.

LIMITING CONDITIONS

No Reliance by Third Parties
This appraisal report was prepared pursuant to a written contract with the client. The intended user(s) of the appraisal report are outlined in the appraisal report and they most typically include the client only. If additional intended users are outlined in the intended user section of the appraisal report, they, together with the client, may rely upon this appraisal report. No other party may rely upon this appraisal report without the prior written consent of the appraiser(s) who signed the appraisal report.

No Liability to Third Parties
No liability will be incurred or accepted by Mission Property Advisors, Inc. (MPA) or the appraiser(s) who signed the appraisal report if a third party who is not identified as an intended user of this appraisal report obtains a copy of this appraisal report by any means. Possession of this appraisal report does not carry with it the right to rely upon the appraisal report and no other rights are inferred beyond those implicit in the contract between the appraiser and the client.

If this appraisal report is provided to anyone other than the client or specifically identified intended user(s), the client and/or intended users shall make such party aware of all General Assumptions, Limiting Conditions, Hypothetical Conditions, Extraordinary Assumptions and shall emphasize the fact that neither MPA or the appraiser(s) who authored this appraisal report have any obligations or liabilities to them and that their possession of this appraisal report constitutes implicit agreement with this understanding.

Contractual Relationship between Client & MPA
The client and all defined intended users of this appraisal report acknowledge that MPA has been retained as an independent contractor to perform the services outlined in the appraisal contract. Nothing in the appraisal contract shall be deemed to create any other relationship between the client and MPA. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal report to the client, unless other arrangements have been made in writing in advance and agreed to by signature of both parties or by explicit statements of both parties in email communications.

Specialized Knowledge
The appraiser(s) signing this appraisal report is a/are commercial real estate appraiser(s) licensed by the State of California. No agreement with the client shall be construed to suggest that they should be responsible for any matter requiring specialized knowledge beyond that which is reasonably and typically expected of commercial real estate appraisers.

Economic Factors, Forecasts & Projections
All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. Any forecasts or

projections contained in this appraisal report are the product of the analysis of current, historical, and anticipated market conditions and behaviors, and they assume continuation of current prevailing social, political, economic and environmental factors and conditions. The appraiser(s) assume no responsibility for factors which may affect the value opinion(s) in this appraisal report which occur after the date of the report.

Any cash flows included in this appraisal report are forecasts of anticipated or estimated future operating characteristics and are forecasted on the information and assumptions contained within the appraisal report. Any projections of income, expenses and economic conditions utilized in this appraisal report are not to be construed as precise predictions of the future. Rather, they are estimates of current market expectations of future income, expenses and possible investor behavior. The achievement of any financial projections will be affected by subsequent fluctuating economic conditions and is dependent upon other future occurrences that cannot be fully known or predicted. Actual results will likely vary from the projections made in this appraisal report. The appraiser(s) do not warrant that these forecasts and projections will occur. Forecasts and projections will be affected by circumstances beyond the control or knowledge of the appraiser(s).

The conclusions of this report are estimates based on known current trends and reasonably anticipated future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties. Such data are not always completely reliable. The appraiser(s) signing this appraisal report are not responsible for these and other future occurrences that could not have reasonably been anticipated on the date of the report. It is inevitable and even likely that some assumptions and/or projections will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions and perceptions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty.

Value Conclusion(s)
An appraisal is the product of a professionally trained individual, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based upon the same or similar facts. Therefore, the appraiser(s) warrant only that the value conclusions are their best estimate(s) as of the date of value. There are no guaranties, either written or implied, that the subject property will sell for the exact estimate(s) of value.

Supplemental Studies & Right to Amend Findings
No environmental or impact studies, special market study or analysis, highest and best use analysis or feasibility study have been requested or made by the appraiser(s), unless otherwise stated in this appraisal report or in the appraisal contract. The appraiser(s) reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, conclusions or value estimates upon receipt and review of any subsequent study or analysis or previous study or analysis that is produced after the date of the report, and at the client's expense.

Earthquake & Flood Hazard Zones
Certain lender clients require that the appraiser(s) report whether the subject property is impacted by any earthquake or flood hazard zones. If required, the appraiser(s) will include this information as obtained from third party sources, which are deemed to be reliable and accurate, but for which no guarantees are made or liabilities assumed by the appraiser(s). The determination as to whether to carry earthquake insurance for the subject property should not be made based upon information provided within this appraisal report. If the report user believes that earthquake insurance may be prudent, a licensed insurance agent experienced with earthquake insurance should be consulted at the report user's own discretion and risk. If the report user believes that flood insurance may be prudent, an agent familiar with the National Flood Insurance Program should be consulted together with contacting FEMA to determine any actual need for Flood Hazard Insurance, at the report user's own discretion and risk.

Lenders & Investors
If this appraisal report is submitted to a lender or investor with the prior approval of MPA, such party should consider this appraisal report as only one factor, together with its own independent investment considerations and underwriting criteria, in its overall investment decision. Lenders and investors are specifically cautioned to understand all Hypothetical Conditions, Extraordinary Assumptions, General Assumptions and Limiting Conditions incorporated in this appraisal report.

Accuracy of Information, Comparable Data
No responsibility is assumed for accuracy of information furnished by others, including the client, its officers and employees, or public records. Neither the appraiser(s) who authored this appraisal report nor MPA are liable for such information or for the work of contractors, subcontractors and engineers.

Legal Opinion(s) & Tax Advice
No part of this appraisal report may be relied upon or interpreted in a manner that constitutes a legal opinion(s) or tax advice from the appraiser(s) who signed the report or by MPA. If the client or one of this appraisal report's defined intended users requires legal or tax advice, they should seek it from an attorney, CPA, or other financial advisor at their own discretion and risk.

Hazardous or Toxic Substances & Conditions
This appraisal report assumes that no hazardous or toxic substances or conditions exist within or under the subject property, unless otherwise stated. The appraiser(s) are not qualified to detect these substances or conditions. Neither MPA nor the appraiser(s) contracted to provide such a service and any comment by the appraiser(s) that might suggest the possibility of the presence of such substances or conditions should not be taken as confirmation of the presence of such substances or conditions. Such a determination would require investigation by a qualified and licensed expert, at the report user's expense and discretion.

Engineering & Building Improvements
The appraiser(s) who prepared this appraisal report are not licensed engineers and are not competent to judge matters of an engineering nature. Neither MPA nor the appraiser(s) who prepared this appraisal report have retained independent structural, mechanical, electrical, civil or hydrological engineers in connection with this appraisal and therefore make no representations about the structural integrity or functional condition of any and all improvements.

Unless specifically stated in the appraisal report, no problems were brought to the attention of MPA or the appraiser(s) who prepared this appraisal report by the client, any of the intended users, ownership representative or property management. The appraiser(s) inspected less than 100% of the interior and exterior portions of the subject property. Unless otherwise stated, neither MPA nor the appraiser(s) who prepared this appraisal report were furnished any engineering studies by the owners, the client or any other party. If questions in these areas are critical to the decision process of the reader, the advice of competent and licensed engineering consultants should be commissioned, at the report user's expense, discretion and risk.

Confidentiality & Distribution of Report Contents
Unless otherwise stated, neither all nor any part of the contents of this appraisal report shall be conveyed to any person or entity, other than the client or intended user(s), through advertising, solicitation materials, public offering materials, prospectus, public relations, news, sales, television or social media without the written consent and approval of the appraisers who signed this appraisal report, particularly as to value conclusion(s), the identity of the appraisers, MPA or any reference to the Appraisal Institute, the CCIM Institute, or the MAI or CCIM designations.

Replacement Cost New & Insurable Value Estimates
Certain lender clients require that individual replacement cost estimates be estimated by the appraiser(s) and they often refer to these as Insurable Value Estimates. Any estimates of replacement cost new or insurable value, if included within the agreed upon scope of work and presented within this appraisal report, is based upon figures derived from a national cost estimating service and is developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate(s) and individual insurance policies and underwriters have varied specifications, exclusions and non-insurable items. As such, we strongly recommend that the client obtain estimates from appropriate licensed professionals experienced in establishing insurance coverage for replacing any structure. This analysis **should not** be relied upon to determine insurance coverage. Furthermore, we make no warranties regarding the accuracy of any such estimate provided.

Certification

Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- We made a personal inspection of the property that is the subject of this report.
- The reported analyses, opinions, and conclusions are limited only by the reported and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as appraisers or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, we have completed the continuing education program of the Appraisal Institute.

Sincerely,



Steven R. Fontes, MAI, CCIM
Certified General RE Appraiser No.: AG001644



Cesar A. Garcia
Certified General RE Appraiser No.: AG3009018

Steven R. Fontes - Professional Qualifications

MISSION PROPERTY ADVISORS, INC.
231 E ALESSANDRO BOULEVARD #616
RIVERSIDE, CA 92508

PH: 951.656.1100
FX: 951.848.9300

Professional Qualifications



Steven R. Fontes, MAI, CCIM
President

Steven@MissionPropertyAdvisors.com

Direct (951) 656-1100 - Ext. 1

Real Estate Related Employment Background

- Mr. Fontes has served as President of **Mission Property Advisors, Inc**. since its inception in 2007. **Mission Property Advisors, Inc.** is a commercial real estate service firm based in Southern California specializing in commercial real estate appraisal and commercial real estate brokerage.

- Mr. Fontes served as Vice President of **Reinhart-Fontes Associates, Inc**. from November 1994 through June 2012. Responsibilities included valuation and consultation, appraisal review, business development, staff management and software training.

- Mr. Fontes served as Vice President with **Reinhart & Associates** in Riverside, CA. from January 1991 to October 1994. Responsibilities included valuation and consultation, business development & software training.

- Mr. Fontes served as Assistant Vice President of **Interstate Appraisal Corporation - Riverside Division** from July 1985 to December 1990. Responsibilities during first 1.5 years consisted of data compilation and research. Later responsibilities consisted of commercial & industrial appraisal work with a heavy emphasis on proposed subdivision appraisal and analysis.

Professional Real Estate Designations & Affiliations

- Mr. Fontes is a **Member of the Appraisal Institute**. He has held the **MAI** designation since October 27, 1993. His member number is 10123. To learn more about the MAI designation visit http://www.appraisalinstitute.org.

- Mr. Fontes is a **Member of the CCIM Institute**. He has held the **CCIM** designation since November 8, 2000. His member number is 9481. By virtue of holding the CCIM designation, Mr. Fontes is also an affiliate member of the **National Association of Realtors**. To learn more about the CCIM designation visit http://www.ccim.com.

- Mr. Fontes is a life member of the **Forensic Expert Witness Association (FEWA),** Orange County Chapter. FEWA is dedicated to the professional development, ethics, and promotion of forensic consultants in all fields of discipline. To learn more about FEWA visit http://www.forensic.org.

- Mr. Fontes is a former member of the **Riverside Chamber of Commerce**. He formerly served for 7+ years as a voting member of the Economic Development Council (EDC) from 2013 until early 2020. He is also a graduate of Leadership Riverside - Class of 2012, a training program for future civic leaders. The Riverside Chamber of Commerce exists to promote a strong local economy on behalf of community residents and Chamber members. To learn more about the Riverside Chamber of Commerce visit http://www.riverside-chamber.com.

Real Estate Related Licenses Held in the State of California

- Mr. Fontes is a **Certified General Real Estate Appraiser** and is certified with the State of California Bureau of Real Estate Appraisers (BREA). He has been state certified since January 16, 1992. His license requires renewal by March 21, 2026. His BREA ID# is AG001644. To learn more about BREA visit http://www.orea.ca.gov.

- Mr. Fontes is a **Licensed Real Estate Broker** and is licensed with the California Department of Real Estate (DRE). He has been licensed since January 8, 2003. His license requires renewal by January 7, 2027. His Identification Number is 01364228. To learn more about the DRE visit http://www.dre.ca.gov.

University Level Education & Activities

- University of California, Riverside (UCR) - Bachelor's Degree in Computer Science 1987
- Served on the UCR Planned Giving Advisory Board 2001 - 2003
- Vested Rights, Property Development Agreements, UCR Extension Course 1988
- Commercial and Industrial Real Estate, UCR Extension Course 1989
- GIS (Geographic Information Systems) in Real Estate, UCR Extension Seminar 1996

Appraisal Institute Courses Completed

- Real Estate Appraisal Principles 1987
- Basic Valuation Procedures 1987
- Standards of Professional Appraisal Practice 1988
- Capitalization Theory & Techniques, Part A 1989
- Capitalization Theory & Techniques, Part B 1989
- Case Studies in Real Estate Valuation 1990
- Report Writing & Valuation Analysis 1990
- Standards of Professional Appraisal Practice, Part A 1991
- Standards of Professional Appraisal Practice, Part C 1998
- Standards of Professional Appraisal Practice, 7-Hour Update 2003, 2005, 2007, 2009 & 2011, 2013, 2015, 2017, 2019, 2021
- Business Practices and Ethics 2003, 2008, 2013, 2017
- Appraisal Curriculum Overview 2010
- Real Estate Finance, Statistics & Modeling 2010
- The Appraiser as an Expert Witness: Preparation & Testimony* 2010
- Litigation Appraising: Specialized Topics & Applications* 2010
- Condemnation Appraising: Principles and Applications* 2010

*In 2010 Mr. Fontes became a recipient of a *Litigation Certificate of Completion*.

CCIM Institute Courses Completed

- Financial Analysis for Commercial Investment Real Estate (CI-101) 2000
- User Decision Analysis for Commercial Investment Real Estate (CI-103) 2000
- Investment Analysis for Commercial Investment Real Estate (CI-104) 2000
- Market Analysis for Commercial Investment Real Estate, (CI-102) 2000
- Core Concepts Review, (CCR) 2000

California Broker's License Courses Completed

- Real Estate Practice, Allied Business Schools 2002
- Legal Aspects of Real Estate, Allied Business Schools 2002
- Real Estate Finance, Allied Business Schools 2002
- Real Estate Economics, Allied Business Schools 2002
- Property Management, Allied Business Schools 2002
- Escrow Principles & Practices, Allied Business Schools 2002
- Real Estate Office Administration, Allied Business Schools 2002

Appraisal Institute Involvement (Southern California Chapter)

- Served as President of the Southern California Chapter of the Appraisal Institute 2009
- Served as Vice President of the Southern California Chapter of the Appraisal Institute 2008
- Served as Treasurer of the Southern California Chapter of the Appraisal Institute 2007
- Served as Secretary of the Southern California Chapter of the Appraisal Institute 2000 & 2007
- Served as Immediate Past President of the Southern California Chapter of the Appraisal Institute 2010
- Served on the Board of Directors as Education Coordinator 2001
- Served on the Finance Committee 2001, 2007 & 2008
- Served on the Nominating Committee (Chaired in 2010) 2001, 2010, 2013, 2019

- Served on the Office Committee (Chaired in 2008) 2007 - 2011
- Chaired the Employee Compensation & Benefits subcommittee of the Office Committee 2010
- Chaired the Bylaws Committee 2008
- Chaired the Website Committee 2009 - 2011
- Served on the Board of Directors as a Director 1997 - 1999
- Served as an Admissions Committee member 1994 - 1996
- Chaired Heritage Night, honoring Tom O'Neil, MAI 2009
- Co-chaired Heritage Night, honoring George Hamilton Jones, MAI 2011
- Chaired Heritage Night, honoring Mike Teobaldi, MAI 2014
- Developed the Inland Empire Market Trends Seminar 1998
- Chaired the Inland Empire Market Trends Seminar 1998 - 2005
- Chaired or co-chaired the Summer Conference program 1998 - 2000
- Chaired the 15th - 17th Annual Golf Tournament 1994 - 1996
- Served as a member of the Candidate Guidance Committee 1989 - 1990
- Served as a Regional Representative 1997 - 1998, 2000 - 2001 & 2008 - 2009
- Served on the National General Appraiser Council, Admissions Committee 2000
- Served on the National Nominating Committee for Region VII (as an Alternate) 2013

Expert Witness[1] Testimony Experience

	Testimony	County/Venue	Court	Case Number	Entity Name	Year	Classification
•	Deposition	San Bernardino	Superior Court	CIVSB 2111705	Kasner v. Atilano	2025	Defendants
•	Trial (Bench)	Orange	Superior Court	30-2020-01143420	Debra Myers	2024	Plaintiff
•	Deposition	Orange	Superior Court	30-2020-01143420	Debra Myers	2023	Plaintiff
•	Deposition	Riverside	Superior Court	CVRI 2201982	Secured Income	2024	Defendant
•	Deposition	San Bernardino	Superior Court	CIVSB2121132	Wala	2023	Plaintiff
•	Trial (bench)	Los Angeles	Superior Court	19GDCV00813	Cicindelae, Inc.	2023	Plaintiff
•	Deposition	San Bernardino	Superior Court	CIVDS 1720699	Agcon, Inc./Cornerstone	2021	Defendant
•	Trial (bench)	San Bernardino	Superior Court	CIVDS 1725255	KG Investment, LLC	2020	Defendant
•	Deposition	San Bernardino	Superior Court	CIVDS 1725255	KG Investment, LLC	2019	Defendant
•	Deposition	Los Angeles	Superior Court	BC 664871	450 S. Western, LLC	2019	Defendant
•	Trial (jury)	Los Angeles	Superior Court	BC 601845	EP Monterey	2018	Defendant
•	Deposition	Los Angeles	Superior Court	BC 601845	EP-Monterey	2018	Defendant
•	Deposition	Riverside	Superior Court	PSC1301341	Yardley	2018	Plaintiff
•	Deposition	Los Angeles	Superior Court	BC549326	Corona Summit	2016	Plaintiff
•	Deposition	San Bernardino	Superior Court	CIVDS 1313906	Hesper v. Shoraka	2015	Plaintiff
•	Deposition	Orange	Superior Court	30-2013-00677012	Zander v. Brand	2015	Plaintiff
•	Trial (bench)	San Francisco	U.S. Bankruptcy Court	13-32456-DM	Arce Riverside, LLC	2014	Creditor-Chap.11
•	Trial (bench)	Las Vegas, NV	U.S. Bankruptcy Court	12-17965-MKN	B-NGAE1, LLC	2013	Debtor-Chap.11
•	Deposition	San Bernardino	Superior Court	CIVRS 1200081	AP-Transpark, LLP	2013	Defendant
•	Trial (bench)	San Bernardino	Superior Court	CIVDS 1103352	AP-Colton, LLC	2013	Plaintiff
•	Deposition	San Bernardino	Superior Court	CIVDS 1103352	AP-Colton, LLC	2013	Plaintiff
•	Trial (bench)	Riverside	Superior Court	INC 1200769	Fresh & Easy	2013	Plaintiff
•	Trial (bench)	San Bernardino	Superior Court	CIVVS 701366	Van Berg	2012	Defendant
•	Trial (jury)	San Bernardino	Superior Court	CIVVS 1102008	Adelanto Public Util.	2012	Plaintiff
•	Deposition	San Bernardino	Superior Court	CIVVS 1102008	Adelanto Public Util.	2012	Plaintiff
•	Deposition	San Bernardino	Superior Court	CV 081705	Grubb & Ellis	2005	Defendant
•	Deposition	Riverside	Superior Court	RIC 372935	Van de Laar	2005	Plaintiff
•	Deposition	San Bernardino	Superior Court	SCVSS 82679	Atlantic Richfield	2004	Defendant
•	Deposition (percipient)	San Diego	Superior Court	GIC 773979	2,022 Ranch, LLC	2004	Defendant
•	Trial (bench)	Riverside	Superior Court	RIC 347484	Huang v. Wahler	2002	Defendant
•	Deposition	Riverside	Superior Court	RIC 347484	Huang v. Wahler	2002	Defendant

[1] All testimony experience noted above was as an expert witness, unless otherwise noted.

Real Estate Related Public Speaking

- Presented on the topic Drone Technology & its Impact on the Appraisal Industry, San Diego AI 2017
- Presented on the topic Drone Technology & its Use in the Right of Way Industry, IRWA 2017
- Presented on the topic of Drone Usage in Real Estate Appraisal Practice, IRWA Annual Valuation Conference 2016
- Presented on the topic of The Perception of Advocacy and Consequences for the Appraiser at the City Club in Los Angeles at the 47th Annual So. Cal. Chapter of the Appraisal Institute Litigation Seminar 2014
- Presented office & industrial market overview and discussed regulatory requirements when dealing with lenders to the Inland Empire Chapter of the Risk Managers Association, Victoria Club, Riverside 2014
- Presented market overview of So. Cal. Office & Industrial Markets to Greater So. Cal. CCIM Chapter 2011
- Moderated 20+ SCCAI events in 2009 in role as Chapter President 2009
- ARGUS lease analysis software training to Lee & Associates brokers 2001 & 2002
- Presentation on Real Estate Appraisal to the Inland Empire Community Foundation 2002
- Moderated a panel discussion on Charitable Gift Giving in Real Estate, Omni Hotel, Los Angeles 2001
- Office Market Overview to the Inland Empire Building Owners & Managers Association (BOMA) 2000
- Moderated the Appraisal Institute's Inland Empire Market Trends Seminar, Ontario Convention Center 1998 - 2005
- Presented an overview of Mello-Roos Bond Financing to Chapter 5 of the Appraisal Institute 1988
- Overview of Vested Rights/Development Agreements to Chapter No. 5 of the Appraisal Institute 1989

Real Estate Related Articles

- Appraising in the Inland Empire, The Business Press 1998
- Residential Subdivision Development, The Business Press 1999

Real Estate Related Seminars Attended

Mr. Fontes has attended over 200 real estate related seminars, courses & meetings since 1986.

Property Type Experience Involving Appraisal & Consulting Assignments

- Auto Dealerships & Auto Service Projects
- Bank Branch Buildings
- Board & Care Facilities
- College Campuses
- Condemnation Related Valuation Assignments
- Convalescent Homes
- Conventional, Bond Financed, Section 8 & LIHTC Apartment Projects
- Eminent Domain Related Valuation Assignments
- Expert Witness Testimony & Consultation (Forensic Valuations)
- Fast Food Restaurants & Single Tenant NNN Leased Investments
- Food Plant/Cold Storage Facilities, Proposed & Existing
- Gas Station/Mini-Mart Facilities
- Highest & Best Use/Feasibility Analyses for Vacant Land Parcels
- Historic residential and commercial properties
- Hotels & Motels
- Industrial Buildings/Projects (Single & Multi-Tenant)
- Industrial Master Planned Projects (Including CFD/Mello-Roos Bond Financed)
- Land (Commercial/Industrial, Multi-Family, Residential, Specific Plan, Open Space, Park, Conservation/Habitat)
- Lease Dispute Resolution
- Leasehold & Sandwich Ground Leased Mixed Use Projects
- Lumberyards
- Mixed Use Projects
- Mobile Home Parks
- Office & Medical Office Buildings (Proposed & Existing, Single & Multi-Tenant)
- Proposed & Existing, Anchored & Non-Anchored Retail Shopping Centers
- Proposed Condominium & Planned Unit Development Projects
- Public Agency Valuation & Consultation
- Redevelopment Agency Valuation & Consultation
- Residential Master Planned Communities (Including CFD/Mello-Roos & A.D. Bond Financed)

- Right of Way Valuation Assignments
- Schools (Preschools, Elementary Schools, Middle Schools & High Schools), Existing & Proposed Construction
- Self-Storage Facilities (Single & Multi-Level)
- Single-Family Residential Subdivisions (Proposed & Existing, Entry-level to High-End Custom)
- Single Family Homes (Proposed, Existing & Models)
- Photovoltaic Solar and Wind Parks
- Specialized Market Research & Analyses
- Tax Appeals
- Truck Terminals
- Uniquely Constructed & Special Purpose Properties

Primary Geographic Service Areas – Southern California

- Riverside County (Including the Lower Desert/Palm Springs/Coachella Valley area)
- San Bernardino County (Including the Upper Desert/Victorville/Victor Valley area)
- Orange, Los Angeles & San Diego Counties
- Bay Area & Central California Regions are also serviced on occasion at the request of certain clients

Steven R. Fontes, MAI, CCIM
Seminars, Courses & Meetings Attended From 1986 to Present

1986
Real Estate Appraisal Principles, February 1987

1987
Basic Valuation Procedures, September 1987

1988
Standards of Professional Appraisal Practice, June 1988

1989
Capitalization Theory & Techniques, Part A, June 1989
Capitalization Theory & Techniques, Part B, August 1989

1990
Case Studies in Real Estate Valuation, July 1990
Report Writing & Valuation Analysis, August 1990

1991
Appraisal Regulations of the Federal Banking Agencies, February 1991
Title Insurance Workshop, April 1991
Standards of Professional Appraisal Practice, Part A, May 1991

1992
Valuation of Leased Fee Interests, June 1992
The Subdivision Seminar, July 1992

1993
Appraiser's Complete Review Seminar, January 1993
The Operating Expenses Seminar, April 1993
The Construction Costs Workshop, August 1993

1994
Pending Regulatory and Governmental Changes, January 1994
Appraisal Business Management, May 1994
Defensive Appraising, May 1994
Critical Building Inspections, May 1994
Summary, Restricted and Evaluation Appraisal Reports, August 1994
Understanding Limited Appraisals – General, August 1994
Experience Review Training Program, September 1994
The Partial Acquisition Seminar, September 1994

1995
Appraising Land in Southern California Seminar, March 1995
California's Appraisal Licensing Law - A.B. 527 and FIRREA, September 1995
The Appraiser in Cyberspace - Using the Internet, October 1995

1996
The Southern California Market Trends Seminar, January 1996
Fourth Annual Right of Way Valuation Conference (IRWA), March 1996
The Operating Expenses Seminar, August 1996
The 29th Annual Litigation Seminar, November 1996

1997
The Southern California Market Trends Seminar, January 1997
Loss Prevention - Error and Omissions Insurance Update, April 1997
Litigation Skills for the Appraiser: An Overview, May 1997
1st Annual Inland Empire Market Trends Seminar, June 1997
Feasibility of Residential Development Projects, August 1997
Appraisal of Fast Food Franchises, August 1997
Small Hotel/Motel Valuation Seminar, October 1997

1998
The Southern California Market Trends Seminar, January 1998
2nd Annual Inland Empire Market Trends Seminar, June 1998
The Appraiser's Role in the Redevelopment Process, August 1998
The Wall Street Connection – Trends in Real Estate Debt & Equity Markets, August 1998
The Technical Inspection of Residential Real Estate, August 1998
CCIM's - Your Valuation Advantage, August 1998
Standards of Professional Appraisal Practice, Part C, October 1998

1999
3rd Annual Inland Empire Market Trends Seminar, June 1999
Single-Tenant Net Leased Properties, August 1999
The Appraisal of Skilled Nursing Facilities, August 1999
Attacking and Defending an Appraisal in Litigation, August 1999
California's Appraisal Licensing Law - A.B. 527 and FIRREA, September 1999

2000
The Southern California Market Trends Seminar, January 2000
4th Annual Inland Empire Market Trends Seminar, June 2000
The Psychology of Expert Testimony, September 2000
Recent Trends in Master-Planned Communities, September 2000

2001
CCIM Internet Site to Do Business Seminar (Web-based GIS & Demographics), January 2001
The Operating Expense Seminar, February 2001
Bridging the Gap: Marketability Discounts for Real Estate Interests, May 2001
Inland Empire Planned Giving Roundtable, The Planned Giving Audit, May 2001
Western Regional Planned Giving Conference, June 2001
The ABC's of Planned Giving
Uncovering Your Donor's Forgotten Real Estate
The State of the Estate Tax
5th Annual Inland Empire Market Trends Seminar, June 2001
Graham-Leach Bliley Act (Information Privacy Seminar), September 2001
The Internet & Technology Issues and the Appraiser, November 2001

2002
Case Studies in Limited Partnership and Common Tenancy Valuation, May 2002
6th Annual Inland Empire Market Trends Seminar, June 2002
Current Issues in Land Development, October 2002
Tax Wise Exit Strategies in a Hot Real Estate Market, October 2002
Litigation Seminar, November 2002

2003
Economic Outlook 2003, Hosted by The Private Bank at Bank of America, January 2003
Invited participant in the strategic planning meeting for the newly formed Center for Sustainable Suburban Growth at the University of California, Riverside, University Extension Center, January 2003
7th Annual Inland Empire Market Trends Seminar, June 2003
Uniform Standards of Professional Appraisal Practice (USPAP) Update, June 2003
Business Practices & Ethics, July 2003
Appraisal of Local Retail Properties, October 2003
Scope of Work, Expanding Your Range of Services, October 2003

2004
1031 Exchange Seminar, Inland Valley Association of Realtors, January 2004
Market Value Implications of the Multi-Species Habitat Conservation Plan, March 2004
8th Annual Inland Empire Market Trends Seminar, June 2004
CCIM Facilitating the Transaction Conference, October 2004
- Challenges & Opportunities of Networking
- Retail Marketing & Property Exchange
- From Opportunity to Listing to Sale
- Investor Analysis Techniques

2005
Planned Transportation Improvements for the Inland Empire, March 2005
Uniform Standards of Professional Appraisal Practice (USPAP) Update, March 2005
9th Annual Inland Empire Market Trends Seminar, June 2005
Contemporary Approaches to Land Seminar, June 2005
Real Estate Finance Value & Investment Performance Seminar, August 2005
Proposed Changes to IRS Rules in Valuing Conservation Easements, August 2005
The Valuation of Leases, Leaseholds and Leased Fee Estates, September 2005

2006
Scope of Work: Expanding Your Range of Services, July 2006
How You Count, July 2006

2007
Uniform Appraisal Standards for Federal Land Acquisitions, January 2007
"Win-Win" Negotiations, March 2007
Explore the Many Online Research Sources for Appraisal Information, May 2007
10th Annual Inland Empire Market Trends Seminar, June 2007
An Appraiser's Primer to the International Building Code, August 2007
Valuation and the Internal Revenue Service (IRS), August 2007
Golf Course Valuation, October 2007
Uniform Standards of Professional Appraisal Practice (USPAP) Update, November 2007
40th Annual Litigation Seminar, November 2007

2008
Business Practices & Ethics, February 2008
Valuing High Performance "Green" Real Estate, May 2008
Summer Conference, July 2008
Leadership Training for the Appraisal Institute, Chicago, August 2008
An Introduction to Valuing Green Buildings, November 2008
41st Annual Litigation Seminar, November 2008

2009
Billboard & Land Lease Analysis on Tribal Lands, January 2009
Los Angeles & Orange County Market Trends Seminar, January 2009
The Appraisers Role in Public Acquisitions, February 2009
Valuation Issues in Eminent Domain in the Current Market, March 2009
Analyzing Sales Contracts, March 2009
Capital Markets and Commercial Real Estate, May 2009
Valuation Issues of Real Property Damages, May 2009
12th Annual Inland Empire Market Trends Seminar, June 2009
15th Annual Summer Conference & Trade Show, July 2009
Subdivision Valuation, a Comprehensive Guide to Valuing Improved Subdivisions, August 2009
Commercial Real Estate, Supply and Demand, August 2009
Condemnation - Partial Takes & Super Fund Sites, September 2009
Business 101 for the Expert Witness, September 2009
Introduction to Valuation for Financial Reporting, October 2009
Special Purpose Properties Seminar, October 2009
An Expert Witness Primer, November 2009
42nd Annual Litigation Seminar, November 2009
Mastering Cap Rates in Today's Market, December 2009
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2009

2010
Defending an Appraiser in a Lawsuit, March 2010
Appraisal Curriculum Overview, May 2010
Let's Talk Property Tax, May 2010
13th Annual Inland Empire Market Trends Seminar, June 2010
Real Estate Finance, Statistics & Modeling, June 2010
How to Systemize Your Business, June 2010
The Appraiser as an Expert Witness: Preparation & Testimony, August 2010
Litigation Appraising: Specialized Topics & Applications, August 2010
IRS Valuation Summit, August 2010
Condemnation Appraising: Principles and Applications, September 2010
One Good Graph is Worth 1,000 Adjustment Grids, November 2010
43rd Annual Litigation Seminar, November 2010
OREA Update and Enforcement Issues, November 2010

2011
Market Overview of the Southern California Office & Industrial Markets (speaker for CCIM), Jan. 2011
14th Annual Inland Empire Market Trends Seminar, June 2011
Analyzing Tenant Credit Risk & Commercial Lease Analysis, July 2011
17th Annual Summer Conference – Commercial Session, July 2011
Supporting Capitalization rates, August 2011
Uniform Standards of Professional Appraisal Practice (USPAP) Update, October 2011

2012
Tapping the Unrealized Potential of Gifts of Real Estate, February 2012
Timely Appraisal Topics - Niche Areas of Practice, May 2012
ALTA Surveys and Beyond, May 2012
15th Annual Inland Empire Market Trends Seminar, June 2012
45th Annual Litigation Seminar, November 2012

2013
EB-5 Financing Promotes New Developments, April 2013
Business Practices and Ethics, April 2013
What You Must Know About AB1103 & SB1186, AIR Commercial R.E. Association, May 2013
16th Annual Inland Empire Market Trends Seminar, June 2013
2013 IRS Valuation Summit, August 2013
Carving Out Your Legal Niche: Do's and Don'ts of Litigation, Webinar, October 2013
Appraising Cell Towers, Webinar, December 2013
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2013

2014
What the Latest USPAP Changes Mean to You, March 2014
California's Land Use Entitlement Process, April 2014
17th Annual Inland Empire Market Trends Seminar, June 2014
Narrated Long Beach Port Tour by Boat, Sponsored by AIR, July 2014
47th Annual Litigation Seminar (speaker), November 2014

2015
Nossaman's 2015 Eminent Domain Seminar, March 2015
18th Annual Inland Empire Market Trends Seminar, June 2015
Federal and California Statutory and Regulatory Law Course, June 2015
48th Annual Litigation Seminar, November 2015
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2015

2016
IRWA - What You May Not Know About Temporary Constructions Easements, April 2016
CCIM - 1031 Exchange Update, April 2016
Cost Approach Analysis utilizing Marshall & Swift Cost Manual, April 2016
19th Annual Inland Empire Market Trends Seminar, June 2016
IRWA – Annual Valuation Conference, April 2016 (speaker, Topic – Drone Usage)
Historical Districts & Historical Properties, San Diego Chapter of the Appraisal Institute, September 2016
Connect Inland Empire, Economic & Investment Update, Chino Airport, October 2016
49th Annual Litigation Seminar, November 2016

2017
Associating with Appraisers & Attorneys in Southern California, March 2017
Anatomy of an Appraiser's Deposition, April 2017
20th Annual Inland Empire Market Trends Seminar, (committee member & attendee), June 2017
Four Hour Federal & California Statutory & Regulatory Law Course, October 2017
Business Practices & Ethics, October 2017
Four Useful Topics for Appraisers, November 2017
Drone Technology and Use in the Right of Way Industry (speaker for IRWA), November 2017
Drone Technology and its Impact on the Appraisal industry (speaker for San Diego AI), November 2017
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2017

2018
21st Annual Inland Empire Market Trends Seminar, June 2018

2019
What Does and Doesn't Work for Appraisers at Deposition and Trial, IRWA Chapter 57, April 2019
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2019

2021
2021 IRS Summit, September 2021
2021 Appraiser Liability 101: Essential Concepts, September 2021
Business Practices and Ethics - Virtual, December 2021
Uniform Standards of Professional Appraisal Practice (USPAP) Update, December 2021

2022
55th Annual Litigation Seminar, November 2022

2023
Southern California Apartment Market – Regulatory Changes and Market Conditions, May 2023
55th Annual Litigation Seminar, November 2023

2024
31st Annual LA/OC Market Trends Seminar, January 2024
General Appraiser Site Valuation and Cost Approach, February 2024
2024-2025 7-hour National USPAP Update Course, February 2024
California Elimination of Bias and Cultural Competency for Appraisers, February 2024
Laws and Regulations for California Appraisers, February 2024
26th Annual Inland Empire Market Trends Seminar, June 2024
Contracts Strategy Seminar: Lease Agreements, AIR CRE, August 2024
Contracts Strategy Seminar: Purchase and Sale Agreements, AIR CRE, August 2024

2025
32nd Annual LA/OC Market Trends Seminar, January 2025
27th Annual Inland Empire Market Trends Seminar, June 2025
10th Annual SCCAI and IRWA Chapter 57 Joint Luncheon and Program, June 2025

Cesar A. Garcia - Professional Qualifications

MISSION PROPERTY ADVISORS

MISSION PROPERTY ADVISORS, INC.
231 E. Alessandro Boulevard #616
Riverside, CA 92508

PH: 951.656.1100
FX: 951.848.9300

Professional Qualifications



Cesar A. Garcia
Senior Associate

Cesar@MissionPropertyAdvisors.com

(951) 656-1100 Ext.2

www.MissionPropertyAdvisors.com

Real Estate Related Employment Background

Mr. Garcia has served as an Associate of **Mission Property Advisors, Inc.** since 2016. **Mission Property Advisors, Inc.** is a commercial real estate service firm based in Southern California specializing in commercial real estate appraisal and commercial real estate brokerage.

Real Estate Related Licenses Held in the State of California

Mr. Garcia is a **Certified General Real Estate Appraiser** and is certified with the State of California Bureau of Real Estate Appraisers (BREA). He has been state certified since August 30, 2021. His license requires renewal by August 29, 2027. His BREA ID# is 3009018. To learn more about BREA visit https://brea.ca.gov

Mr. Garcia is a **Licensed Real Estate Salesperson** and is licensed with the California Department of Real Estate (DRE). He has been licensed since December 29, 2016. His license requires renewal by December 28, 2028. His Identification Number is 02022060. To learn more about the DRE visit https://www.dre.ca.gov

University Level Education

California Baptist University, Riverside, CA — Graduation Date: April 2016
Bachelor of Science in Marketing
Minor in Spanish
Cum Laude Graduate

Relevant Coursework:

- Micro/Macro Economics
- Marketing Management
- International Business
- Business and Organizational Management
- Management Based on Biblical Principles
- Business Statistics/Finance
- Principles of Accounting I & II

Appraisal Institute Courses Completed

• Basic Appraisal Principles	2018
• Basic Appraisal Procedures	2019
• 15-Hour Equivalent USPAP Course	2018
• General Appraiser Sales Comparison Approach	2019
• General Appraiser Market Analysis and Highest & Best Use	2019
• General Appraiser Site Valuation and Cost Approach	2019
• General Appraiser Income Approach/Part 1	2019
• General Appraiser Income Approach/Part 2	2020
• General Appraiser Report Writing and Case Studies	2020
• Real Estate Finance, Statistics, and Valuation Modeling	2020

California Salesperson License Courses Completed

• Real Estate Principles	2016
• Real Estate Practice	2016
• Legal Aspects of Real Estate	2016

Engagement Letter

AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

SERVICE TYPE Appraisal Assignment

DATE OF AGREEMENT October 7, 2025

PARTIES TO AGREEMENT

Client Contact	Armando Panchi
Client Company	City of Perris
Address	101 North D Street
City, State, Zip	Perris, CA 92570
Office	(951) 943-6100 x.217
Email	apanchi@cityofperris.org
Appraiser	Steven R. Fontes, MAI, CCIM
Appraiser Company	Mission Property Advisors, Inc.
Address	231 E. Alessandro Boulevard #616
City, State, Zip	Riverside, CA 92508
Phone	(951) 656-1100 x.1
Mobile	(951) 640-5616
eFax	(951) 848-9300
E-mail	Steven@MissionPropertyAdvisors.com

Client hereby engages Appraiser to complete an appraisal assignment as follows:

SUBJECT PROPERTY IDENTIFICATION

Downtown Promenade land parcel
North of 4th Street, east of D Street
Perris, CA 92570

Riverside County Assessor Parcel Number ~~331-094-016~~ 313-094-016

PROPERTY TYPE

The subject property is approximately 4,791sf (0.11 acres) of vacant land with a Downtown Promenade land use within the Downtown Perris Specific Plan.

INTEREST TO BE VALUED

Fee Simple

INTENDED USERS[1]

Client

INTENDED USE

The appraisal has been ordered to assist in portfolio analysis.

TYPE OF VALUE

Market Value

DATES OF VALUE

Current

The term **Hypothetical Condition**[2] is defined as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

None.

The term **Extraordinary Assumption**[3] is defined as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

The subject will be appraised assuming it is not impacted by any hazardous materials or conditions. The appraiser is not qualified or trained to detect such substances, materials, or conditions, nor is the appraiser contracting to provide this service.

The use of Hypothetical Conditions and/or Extraordinary Assumptions may affect assignment results.

APPLICABLE REQUIREMENTS

The Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of © The Appraisal Foundation.

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[1] No other users are intended by the Appraiser. The Appraiser will consider the intended users when determining the level of detail to be provided in the Appraisal Report.

[2] The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

[3] The Appraisal Foundation, *Uniform Standards of Professional Appraisal Practice*, 2024 Edition (Washington, DC: The Appraisal Foundation, 2024).

ANTICIPATED SCOPE OF WORK

Site Visit

The appraiser will visit the subject property.

Valuation Approaches

Appraiser will use all applicable approaches necessary to develop a credible opinion of value.

APPRAISAL REPORT

Report Option & Format

An Appraisal Report will be provided in a narrative format. A current As Is value will be provided.

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

N/A

DELIVERY DATE

The appraisal report will be delivered within 30 days once a signed contract is received.

REPORT COPIES

Appraiser will provide Client with a PDF version of the report.

REPORT COPIES

Requested copies of the appraisal report will be available at a cost of $300 per copy. Client shall specify the delivery addresses for such additional copies by written notice to Appraiser.

PAYMENT TO APPRAISER

$3,750

Please make check payable to Mission Property Advisors, Inc.

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice. Client shall be assessed a late charge of 10% of the unpaid balance per month until paid in full. Additional late charges shall be assessed each additional month thereafter that an invoice remains unpaid in

whole or in part. In the event Appraiser pursues collection efforts to recover unpaid balances owed by Client. Client shall pay Appraiser's costs of collection, including attorneys' fees at trial or on appeal.

OWNERSHIP OF WORK PRODUCT

The possession of the Appraisal Report, or any copy or portion thereof, by Client or any third party does not include or confer any rights of publication or redistribution of the Appraisal Report other than to such persons or entities identified in this Agreement who shall be advised in writing of Appraiser's rights under this Agreement prior to their receipt of the Appraisal Report. All rights, title and interest in (1) any data gathered by Appraiser in the course of preparing the Appraisal Report (excluding any data furnished by or on behalf of Client) and (2) the content of the Appraisal Report prepared pursuant to this Agreement shall be vested in Appraiser. Subject to the foregoing, Client shall have the right to possess a copy of the Appraisal Report and to disclose the report to Client's attorneys, accountants or other professional advisors in the course of Client's business affairs relating to the property that is the object of the Appraisal Report, provided that such attorneys, accountants or advisors are advised in writing of Appraiser's rights under this Agreement prior to receipt of such Appraisal Report.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's appraisal report, for any purposes that violate any federal, state or local law, regulation or ordinance, or common law.

DOCUMENTATION REQUESTED BY APPRAISER, as applicable and/or available

1. Copy of all environmental assessment reports (such a Phase I, II, III)
2. If the property was sold or listed within the last 3 years please provide documentation.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement with any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing. At the point of cancellation, Appraiser will estimate the percentage complete and bill Client accordingly (which will not be less than the retainer amount). Payment must be made to Appraiser within 30 calendar days of Client's receipt of the invoice (either by email or US mail, whichever is earlier). The fee is non refundable once received.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Appraiser's assignment pursuant to this Agreement shall include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment.

In the event that Appraiser is subpoenaed to testify as either a percipient witness or an expert witness, Client shall be responsible for payment to Appraiser for testimony time, including preparation and travel to and from the place of testimony. Appraiser's hourly rate for these additional services are $500 per hour, with a four-hour minimum per day.

If Appraiser is deposed by a party adversarial to Client, it is customary for the deposing party to satisfy payment at the time of deposition and in this case Client would not be liable for any payment to Appraiser for deposition testimony.

APPRAISER LIABILITY

Appraiser will provide professional valuation services pursuant to the terms and conditions of this contract for the agreed upon fee as noted. Unless Appraiser is found by a court of law to be 1) professionally negligent or 2) to have committed fraud relating to the services outlined in this contract, Appraiser's liability to Client for any *actual* financial loss or *claim* of financial loss arising

from Appraiser performing the duties outlined in this contract shall be limited to the total fee collected by Appraiser from Client.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 5 business days of the Date of Agreement specified.

SERVICES PERFORMED WITHIN PRIOR THREE YEARS

I have not performed any services regarding the subject property within the prior three (3) years as an Appraiser or in any other capacity.

GOVERNING LAW AND JURISDICTION

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California in which Appraiser's principal place of business is located, exclusive of any choice of law rules.

By Appraiser:

(Signature)

Steven R. Fontes, MAI, CCIM
(Printed name)

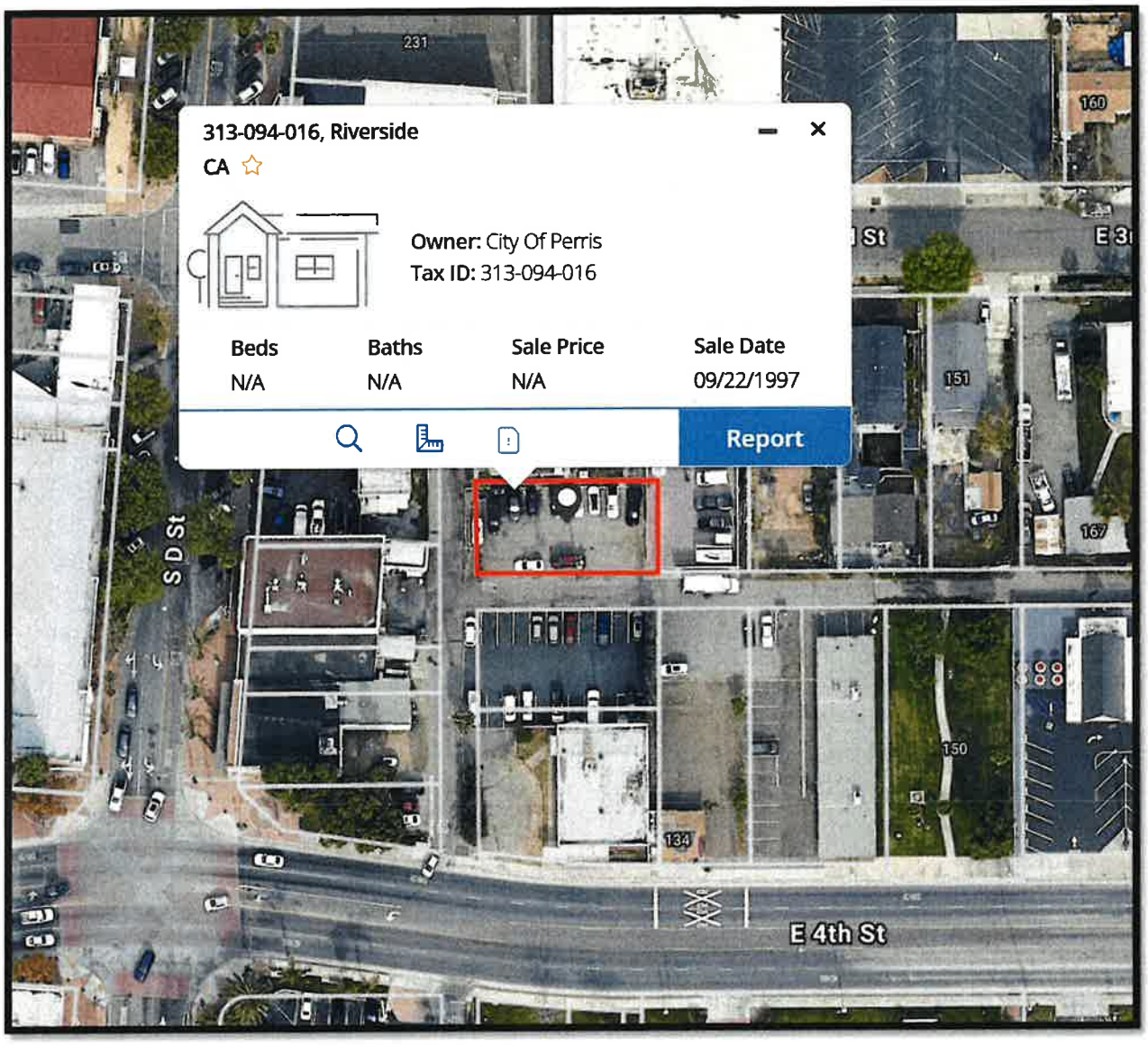
October 7, 2025
(date)

By Client:

(Signature)

Michele Ogawa
(Printed name)

10/9/2025
(date)


313-094-016, Riverside
CA
Owner: City Of Perris
Tax ID: 313-094-016
Beds
N/A
Baths
N/A
Sale Price
N/A
Sale Date
09/22/1997
Report
231
160
151
167
150
134
S D St
E 4th St

Public Record Report

313-094-016, CA, Riverside County

APN: 313-094-016 CLIP: 8363518879

Beds	Full Baths	Half Baths	Sale Price	Sale Date
N/A	**N/A**	**N/A**	**N/A**	**09/22/1997**
Bldg Sq Ft	**Lot Sq Ft**	**Yr Built**	**Type**	
N/A	**4,792**	**N/A**	**COML LOT**	

OWNER INFORMATION

Owner Name	**City Of Perris**	Tax Billing City & State	**Perris, CA**
Mail Owner Name	**City Of Perris**	Tax Billing Zip	**92570**
Tax Billing Address	**101 N D St**	Tax Billing Zip+4	**1917**

COMMUNITY INSIGHTS

Median Home Value	**$602,056**	School District	**PERRIS ELEMENTARY**
Median Home Value Rating	**8 / 10**	Family Friendly Score	**29 / 100**
Total Crime Risk Score (for the neighborhood, relative to the nation)	**9 / 100**	Walkable Score	**78 / 100**
Total Incidents (1 yr)	**376**	Q1 Home Price Forecast	**$606,966**
Standardized Test Rank	**8 / 100**	Last 2 Yr Home Appreciation	**14%**

LOCATION INFORMATION

Zoning	**C1**	Comm College District Code	**Mt Jacinto**
School District	**Perris Un**	Within 250 Feet of Multiple Flood Zone	**No**

TAX INFORMATION

APN	**313-094-016**	Lot	**14**
Alternate APN	**313-094-016**	Block	**20**
Tax Area	**008029**	Water Tax Dist	**Eastern**
Legal Description	**.11 ACRES M/L IN POR LOTS 13 & 14 BLK 20 MB 005/270 SD MAP OF TOWN OF PERRIS**		

CHARACTERISTICS

County Land Use	**Vacant Commercial Land**	Lot Acres	**0.11**
Universal Land Use	**Commercial Lot**	Lot Area	**4,792**

SELL SCORE

Value As Of	**2025-10-19 04:32:51**		

LAST MARKET SALE & SALES HISTORY

Recording Date	**03/06/1998**	Deed Type	**Grant Deed**
Sale Date	**09/22/1997**	Owner Name	**City Of Perris**
Multi/Split Sale	**Multiple**	Seller	**Redevelopment Agency Of Pe**
Document Number	**83011**		

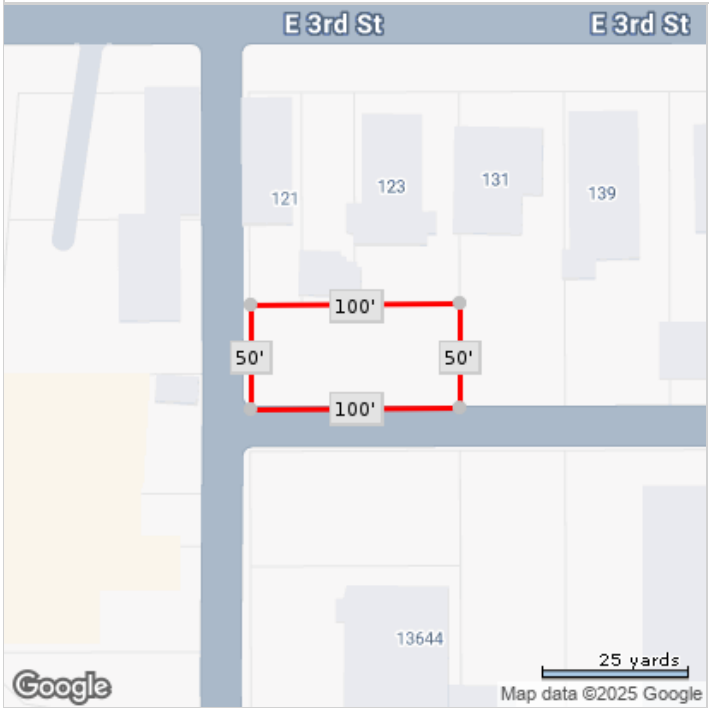
Recording Date	07/08/2005	03/06/1998	01/20/1993	03/04/1992	02/15/1991
Sale Date	**06/27/2005**	**09/22/1997**		**01/1992**	**02/1991**
Sale Price			**$81,000**		**$50,000**
Nominal	**Y**				
Buyer Name	**City Of Perris**	**State Of Ca**	**Redevelopment Agency Of The City Of Perr**	**Redevelopment Agency Of The Ci**	**Ashley Marion V & Mary E Trustees**
Seller Name	**Redevelopment Agcy Of Cty/Perris**	**Redevelopment Agency Of Pe**	**Ashley Marion V & Mary E Trustees**	**Ashley Marion V**	**Southeastern California As**
Document Number	**547575**	**83011**	**21785**	**74911**	**53426**
Document Type	**Grant Deed**	**Grant Deed**	**Grant Deed**	**Grant Deed**	**Corporation Grant Deed**

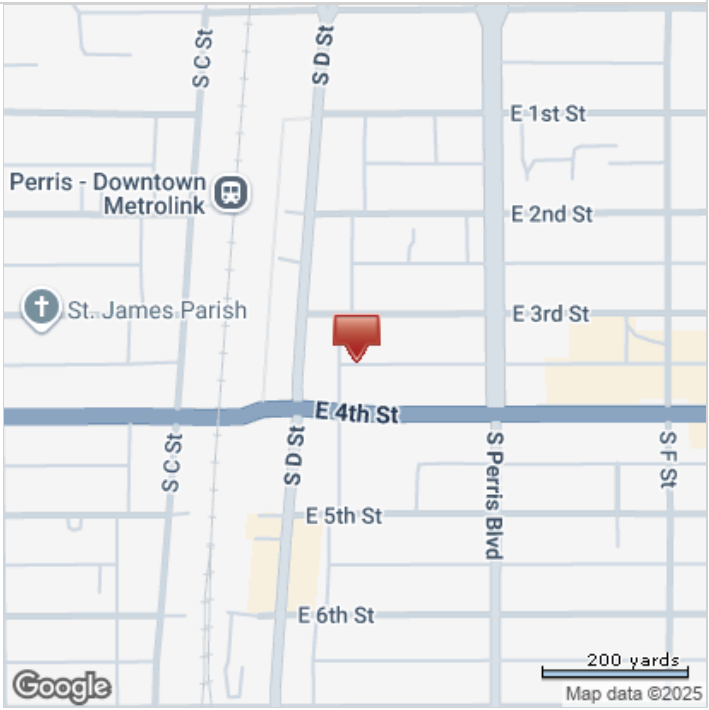
MORTGAGE HISTORY

Mortgage Date	02/15/1991
Mortgage Amount	**$40,000**
Mortgage Lender	**Lender Seller**
Mortgage Code	**Conventional**

The data within this report is compiled by CoreLogic from public and private sources. The data is deemed reliable, but is not guaranteed. The accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

PROPERTY MAP





*Lot Dimensions are Estimated

Zoning Documentation

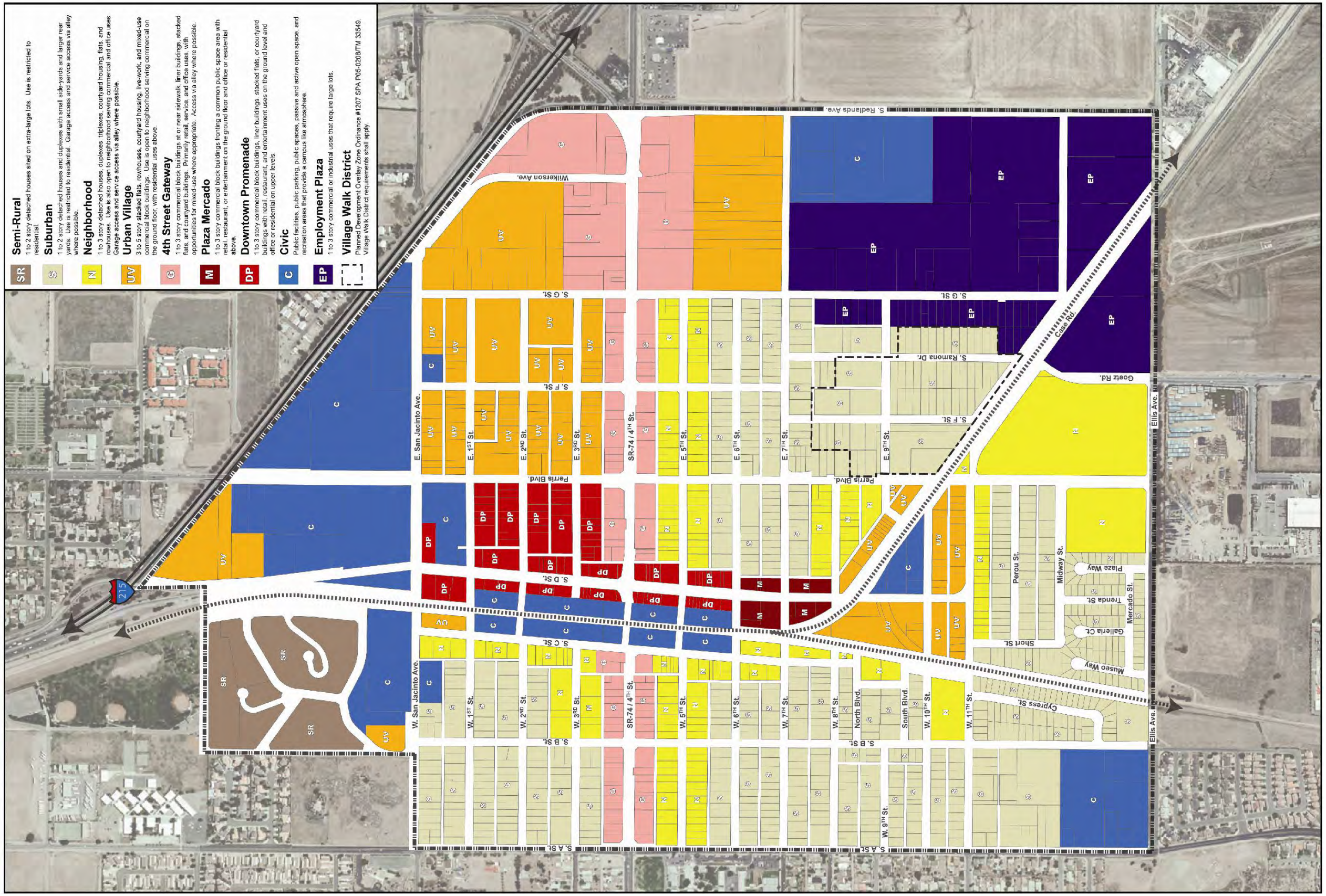


Figure 5-1: Regulating Plan

3.4 Vision Plan

The Vision Plan for Downtown Perris was developed based on community input and represents the desired vision for the future of Downtown. The Vision Plan and associated Vision Statement serves as the foundation for the remainder of the Specific Plan, including the Regulating Code.

Framework

As part of the Downtown Immersion process, many of the participants expressed their desire that the Specific Plan provide more direction as to preserving the Downtown area, while taking advantage of the development of the MetroLink Station through expanding retail opportunities and allowing for more mixed use and housing opportunities. In addition, the community expressed that more public spaces are needed within the southern portion of the Specific Plan. Utilizing the design concepts that emerged from the design charrette, the following distinct character areas were formed that represent the desired uses. The formulation of the character areas has guided the development of the Vision Plan, as well as the Regulating Plan (Chapter 5). The following is a description of each of the character areas:

- **Rock Castle:** The intent of the Rock Castle Character Area is to preserve the area surrounding the "Rock Castle," and the structure itself, which is symbolic of Perris' historical connection to agriculture and that serves as a gateway to Downtown Perris. Development of large lot, one to two story detached homes should be allowed to compliment the "Rock Castle.

- **Civic Center:** The Civic Center Character Area includes City Hall, Senior Center, Library, and other civic buildings. The intent is to develop a campus-like atmosphere with parks, plazas, and open spaces. The Civic Center area is an icon and provides the community with a centralized location for people to gather. The potential for public parking areas are also envisioned for this area.

- **Residential:** The intent of the Residential Character Area is to maintain and enhance the existing residential neighborhoods, and provide residential transition areas between more intense uses. Preservation of the existing neighborhoods, including one and two story detached houses, is a main priority. Transition areas are proposed to provide a buffer between commercial corridors and allow for two to three story duplexes, triplexes, courtyard housing, flats, and row houses.

- **Urban Village:** The intent of the Urban Village is to allow for mixed-use and multi-unit residential buildings with first floor ancillary commercial uses within walking distance of Downtown and the MetroLink Station. The Urban Village is envisioned to include an interior pedestrian paseo that provides access to Downtown and the adjacent commercial district. Building heights would range from three to five stories, with parking provided on the streets as well as in parking structures and surface lots behind buildings.

- **4th Street Corridor:** The 4th Street Corridor is intended to create an auto-oriented corridor with an emphasis on a more commercial frontage streetscape that caters to the vehicular traffic that travels along SR-74 (4th Street). The 4th Street Corridor will include new and existing buildings with heights ranging from one to three stories. New buildings will be built to the sidewalk to enhance the public realm and support pedestrian activity along the corridor. Primary uses will be retail, office, and commercial uses, with opportunities for mixed use buildings where appropriate. Parking should be accessed through shared driveways and/or accessed through alleys.

- **Downtown Promenade:** The Downtown Promenade is the heart of Perris and the center of culture and commerce for the Downtown area. The Promenade provides for a connection to the past through the variety of historic structures, including the re-opening of the Train Depot and the Bank of Perris, and through a variety of vibrant retail, restaurant, service, entertainment, and residential uses. New or refurbished buildings will range in height from one to three stories and designed to address the sidewalk. The Downtown Promenade will extend to 6th Street and include a public plaza area adjacent to 2nd Street and the new MetroLink station. Parking would be provided on the streets and to the rear of the buildings.

- **Mercado:** The Mercado Character Area extends south of 6th Street along D Street to 10th Street and is envisioned to expand upon the cultural diversity of the area. This area includes a mix of buildings from one to three stories surrounding a system of paseos and common public spaces with wide sidewalks and arcades. Retail, restaurants or entertainment on the ground floor with office or residential above provides an opportunity for a variety of businesses, including opportunities for local artisans. The public spaces will be used for a range of functions including festivals, outdoor markets, shopping, and dining.

  A plaza square is proposed at the intersection of D Street and 10th Street to provide an anchor to the southern portion of the Main Street environment. The plaza square is envisioned to include enhanced paving and will expand when vehicle entries are closed for special events. The plaza square will be framed by a variety of three to five story mixed use buildings with restaurants and retail on the ground floor. The proposed community park located along the northeast corner is envisioned to include an outdoor amphitheater, garden, and tot lot.

- **Employment Plaza:** The intent of the Employment Plaza Character Area is to provide an employment center, with new and existing one to three story commercial or light industrial uses. Large lot parcels would be encouraged to incorporate campus designs with ample employee amenities and parking towards the center or to the rear.

5.4 Development Specifications

Development specifications (or development standards) are provided for each of the allowed buildings types in the following sections:

- Section 5.4.1: Promenade Commercial Block Building Development Specifications
- Section 5.4.2: Plaza Mercado Commercial Block Building Development Specifications
- Section 5.4.3: Gateway Commercial Block Building Development Specifications
- Section 5.4.4: Live-Work Loft Building Development Specifications
- Section 5.4.5: Large Format Campus Building Development Specifications
- Section 5.4.6: Stacked Flat Building Development Specifications
- Section 5.4.7: Courtyard Building Development Specifications
- Section 5.4.8: Rowhouse Building Development Specifications
- Section 5.4.9: Duplex/Triplex Building Development Specifications
- Section 5.4.10: Detached House Building Development Specifications

In each of these sections, there are development specifications that address site design, building mass and height, facade design, and the allowed uses within the building.

Exceptions

An exception is a permitted exemption to a development specification or design standard within this Chapter. An exception to a development specification in the following sections may be granted only if the approving authority makes the following findings for the exception:

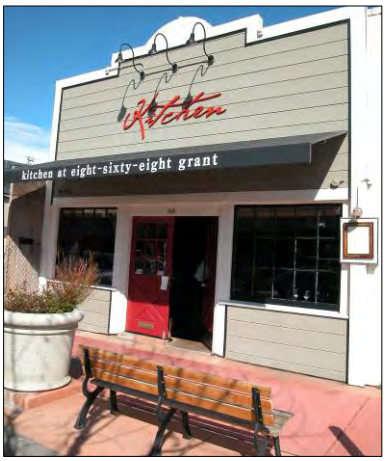
- Compliance with a development specification would preclude an effective and attractive design solution that fulfills the desired form, function, and character for the Downtown Perris Specific Plan Area as specified in this Specific plan.
- The granting of an exception will not constitute a grant of special privilege inconsistent with the limitations upon other properties that are subject to the same development standard or design standard.
- The granting of an exception will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity of the proposed use.
- The granting of the exception will not be detrimental or injurious to property and improvements in the vicinity or to the general welfare of the City.

5.4.1 Promenade Commercial Block Building Development Standards

A. DESCRIPTION

1. A building that is designed with ground floor storefronts for retail uses and upper floor space for office or residential uses. Access to businesses on the ground floor is provided by individual storefront entrances. Access to upper floor uses are provided from a common entrance and small lobby on the ground floor.
2. Promenade Commercial Block Buildings are allowed within the Downtown Promenade transect.





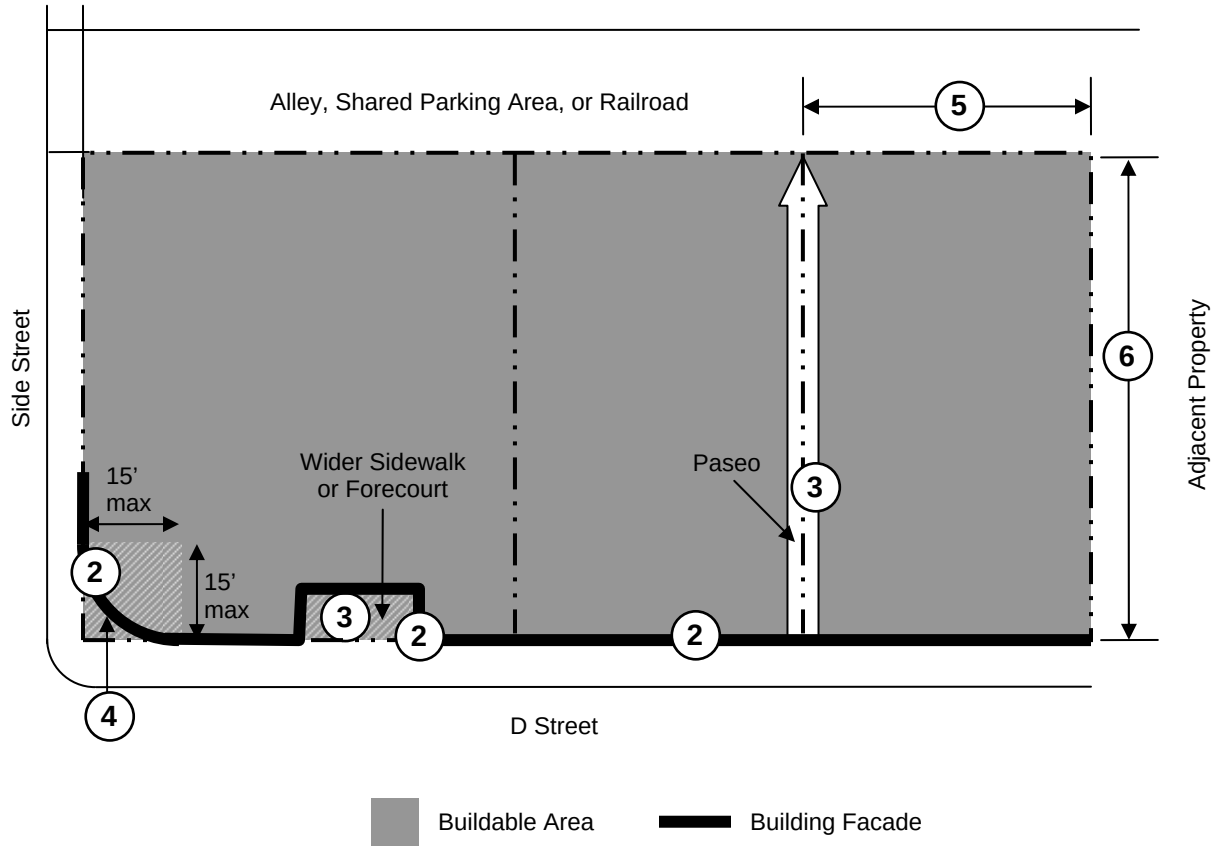




Examples of promenade commercial block buildings

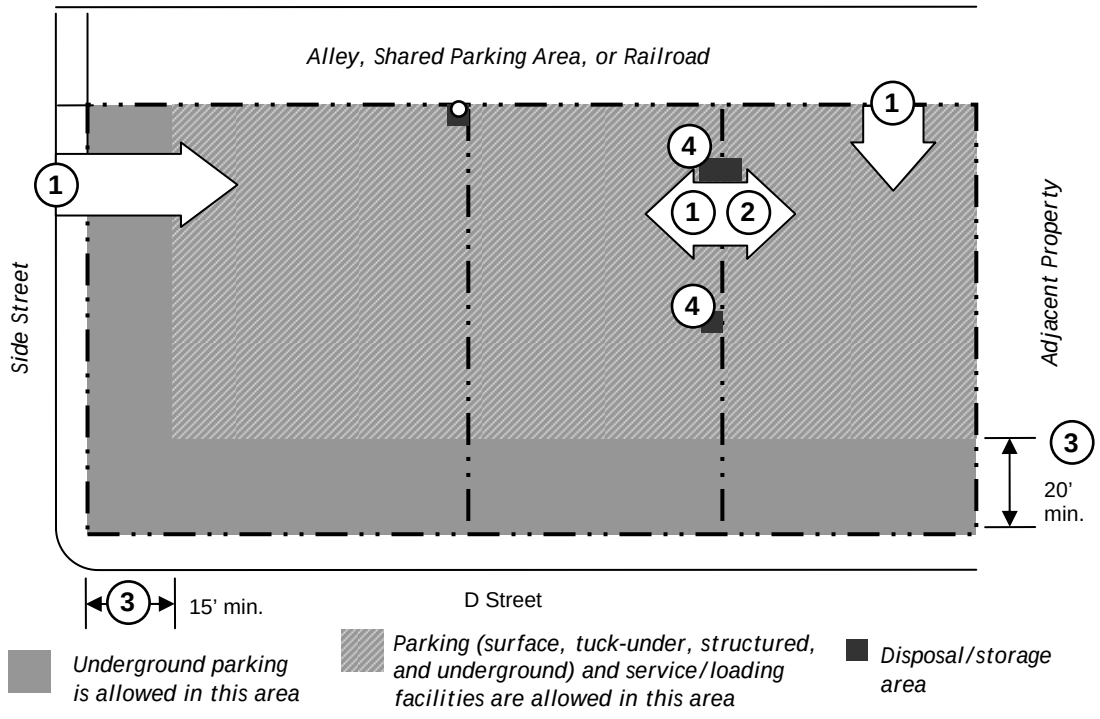
B. SITE DESIGN

1. Setbacks: None required.
2. Build-to-Line (BTL): A building facade shall be built along property lines (at a 0 foot setback) that are adjacent to D Street. The facade shall occupy 100% of the lot width and at least 25% of the lot depth at street intersections.
3. The BTL may be set back up to 10 feet to create a wider sidewalk or forecourt, and may include breaks to accommodate paseos. Storefronts, building entrances, and balconies may be recessed into the facade.
4. The BTL at building corners adjacent to a street intersection may be angled, curved, or recessed within an area that is generally not greater than 15 feet by 15 feet square, but only if a building entrance is created at the corner.
5. Minimum Lot Width: 25 feet.
6. Minimum Lot Depth: 80 feet.



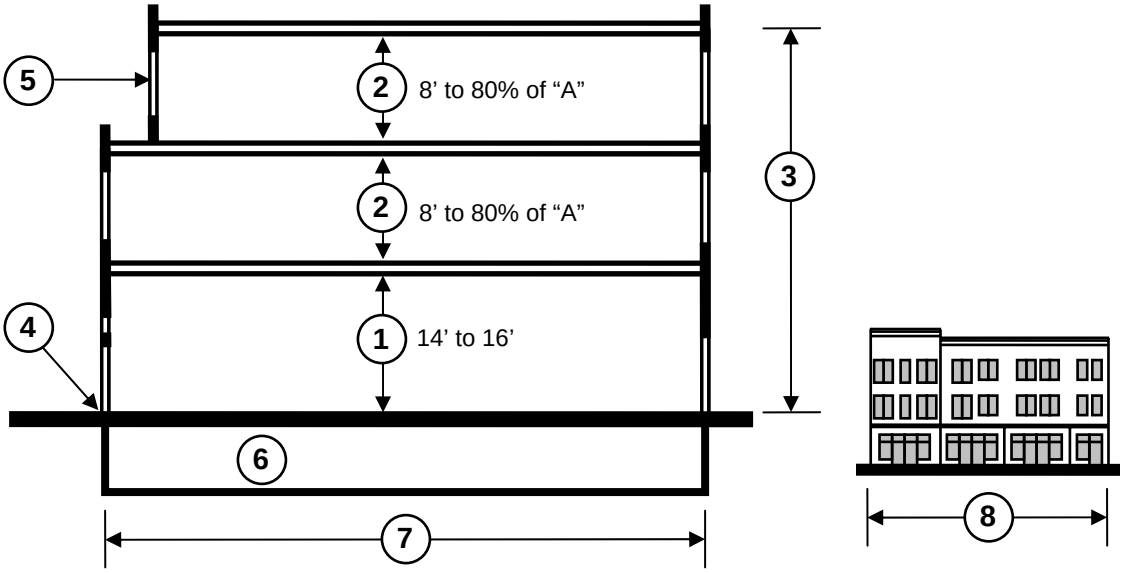
C. VEHICLE ACCESS AND PARKING

1. Access to parking and service/loading facilities shall be provided by an alley, shared parking area along the railroad, or driveway from a street (except from D Street) or an adjacent property.
2. Shared access agreements and easements are allowed to minimize driveway entrances along the alley and to encourage shared parking areas between multiple properties.
3. Surface parking, tuck-under parking, structured parking, and underground parking are allowed. Surface parking, tuck-under parking, structured parking, and service/loading zones are prohibited within 20 feet of property lines along D Street and 15 feet of property lines along other streets.
4. Disposal/storage areas shall be located within surface parking lots, tuck-under parking areas, or enclosed portions of a building, parking structure, or underground parking.
5. Residential (Apartments and Condominiums) and Live-Work Uses: 1 dedicated parking space per studio or 1 bedroom unit, 1.5 dedicated parking spaces per 2 bedroom unit, and 0.25 dedicated parking spaces per additional bedroom in a unit shall be provided on-site, within the same block as the unit, or within 500 feet of the unit (as measured by the shortest walking distance from the parking space to the unit entry) if the parking spaces are dedicated to the units.
6. Non-Residential Uses on Upper Floors: 1 parking space per 500 square feet of gross floor area shall be provided on-site or within the same block as the business.
7. Non-Residential Uses on Ground Floors: On-site parking for uses fronting D Street is not required. However, parking for these uses shall be accommodated with on-street parking or other parking areas with shared parking agreements. 1 parking space per 500 square feet of gross floor area of office uses and 250 square feet of gross floor area of other uses shall be provided on-site or within the same block as the business.



D. MASS AND HEIGHT

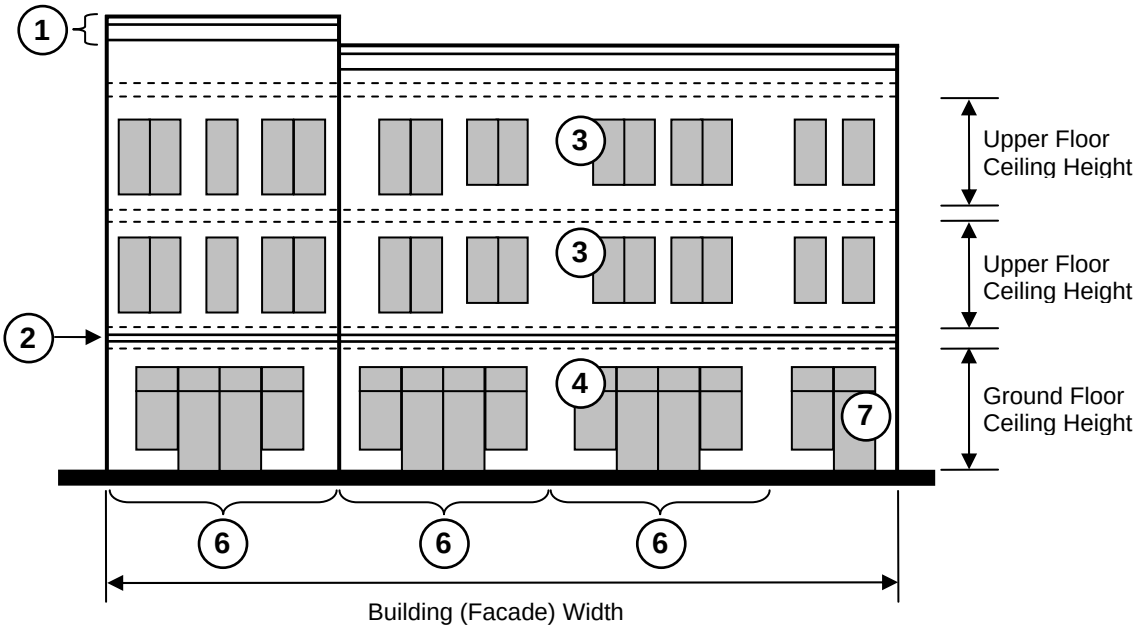
1. Ground Floor Ceiling Height: 14 feet to 16 feet.
2. Upper Floor Ceiling Heights: 8 feet minimum and up to 80% of the height of ground floor ceiling height.
3. Number of Floors: 2 to 3 floors.
4. At street fronting entrances and entrances along paseos, courtyards, and plazas, the elevation of the ground floor shall be at the grade of the adjacent sidewalk.
5. Step-backs from the BTL are only allowed on the third floor. Multiple step-backs are allowed along a building facade.
6. Multi-level basements are allowed.
7. Building Depth: 20 feet minimum (as measured from the BTL).
8. Building Width: 16 feet to 50 feet. A single building that is wider than 50 feet is permitted if it is designed to look like multiple buildings. Each individual segment of the building shall have a maximum width of 50 feet.



E. FACADES AND WINDOW FENESTRATION

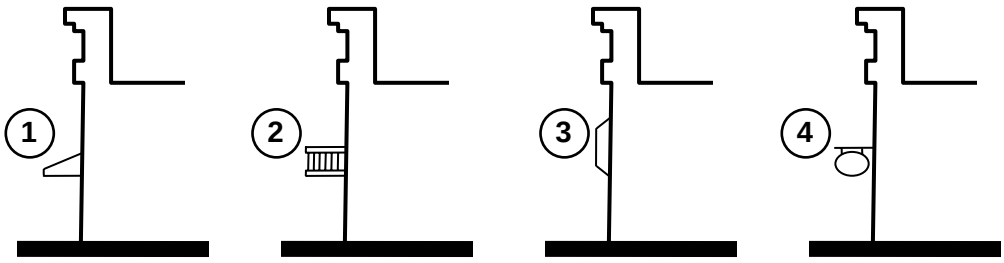
1. Building Cap or Roof: The top of the facade shall be defined by a cap, such as a cornice or a roof overhang.
2. A horizontal design element is required to differentiate between the ground floor and upper floors. Examples include a cornice line, awning, balcony, or change in the building material.
3. Ground Floor Window Fenestration (Front Facade): At least 60% of each ground floor facade with sidewalk, paseo, or forecourt frontage (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows/doors.
4. Upper Floor Window Fenestration (Front Facade): At least 30% of each upper floor facade with sidewalk, paseo, or forecourt frontage (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows.
5. Window Fenestration (Other Facades): At least 20% of all other upper and ground floor facades (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows/doors, except for facades built on an internal side property line and facades that would abut an adjacent building, or as otherwise prohibited by the Uniform Building Code.
6. Storefronts: Ground floor businesses shall be designed with a storefront and building entrance.
7. Access to upper floor uses shall be provided on street-fronting facades, or facades that front a paseo, courtyard, or plaza.

Front Facade



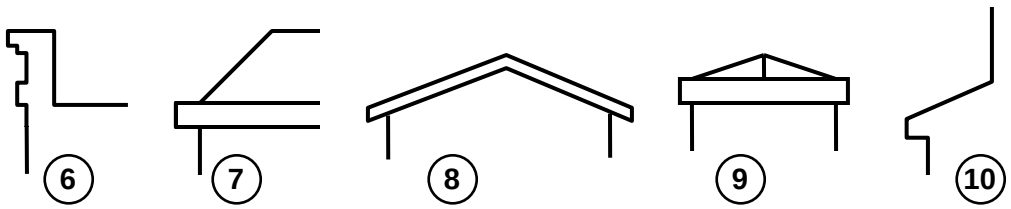
F. ALLOWED AND PROHIBITED PROJECTIONS

1. Shade Structures (Awnings, Marquees, Window Shades, and Trellises)
2. Balconies
3. Bay Windows
4. Projecting Signs
5. External chimneys, external staircases to upper floors, and garage doors are prohibited on street-fronting facades.



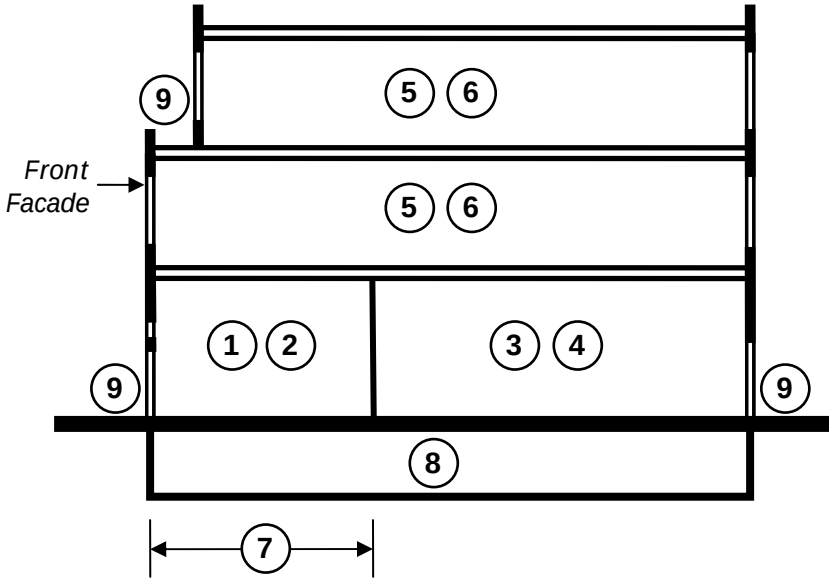
G. ALLOWED ROOF FORMS

6. Flat Roof with Parapet or Cornice
7. Full Roof
8. Gabled Roof
9. Tower Element with Pyramid or Dome Roof
10. Shed Roof: Only allowed where building step-backs occur
11. Appropriate combinations of the above roof forms



H. USE SPECIFICATIONS

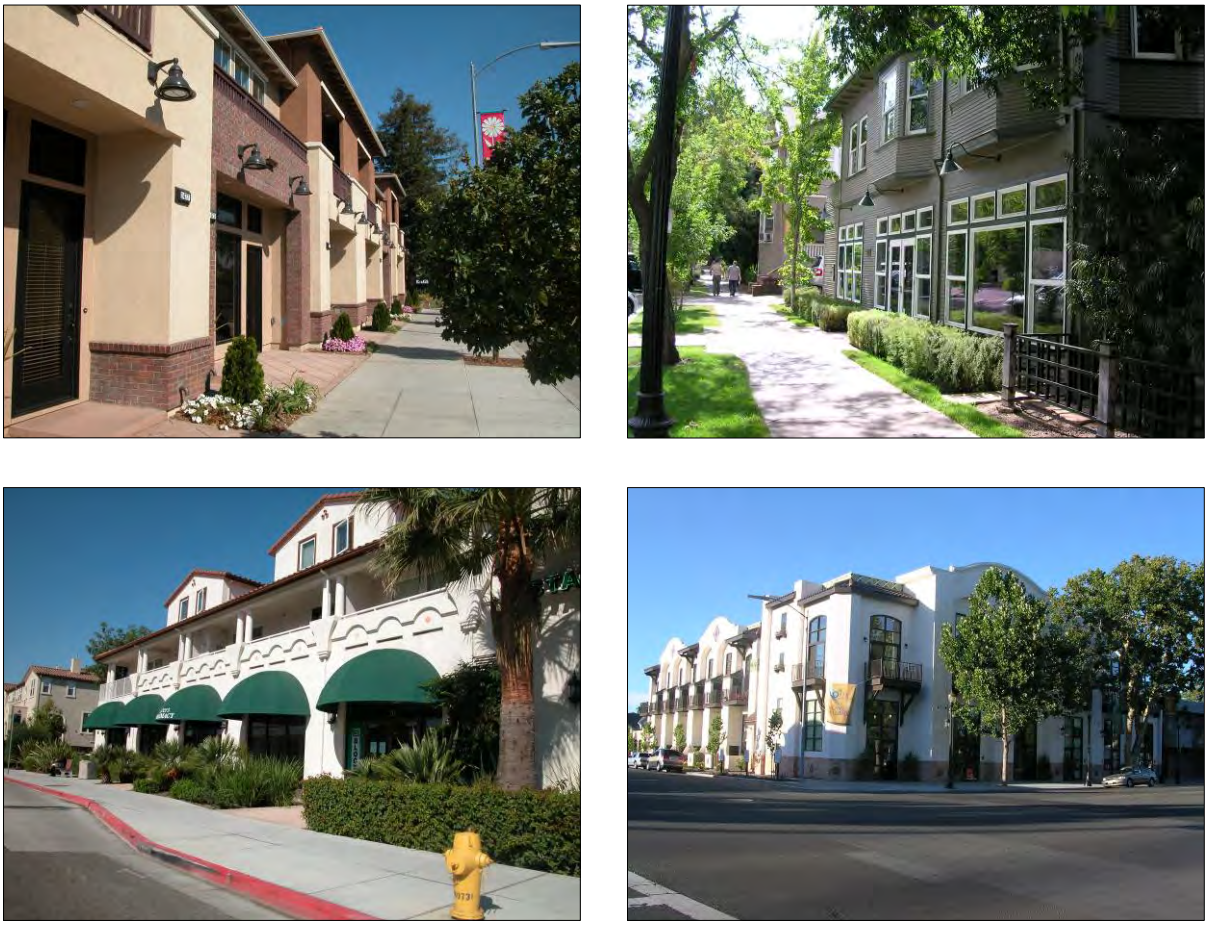
1. Allowed Uses for Ground Floors with Street Frontage: Retail and Food Service uses.
2. Conditionally Permitted Uses for Ground Floors with Street Frontage: Service, Office, Lodging, Entertainment, Live-Work, and Auto Service uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
3. Allowed Uses for Ground Floors without Street Frontage: Retail, Food Service, Service, and Office uses.
4. Conditionally Permitted Uses for Ground Floors without Street Frontage: Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
5. Allowed Uses for Upper Floors: Residential (Apartments and Condominiums), Office, and Home Occupation uses.
6. Conditionally Permitted Uses for Upper Floors: Food Service, Service, Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
7. Minimum Depth of Uses with Ground Floor Street Frontage: 20 feet as measured from the Build-to-Line.
8. Basements may be used for parking and disposal/storage areas.
9. Outdoor dining is allowed on all floors.



5.4.4 Live-Work Building Development Standards

A. DESCRIPTION

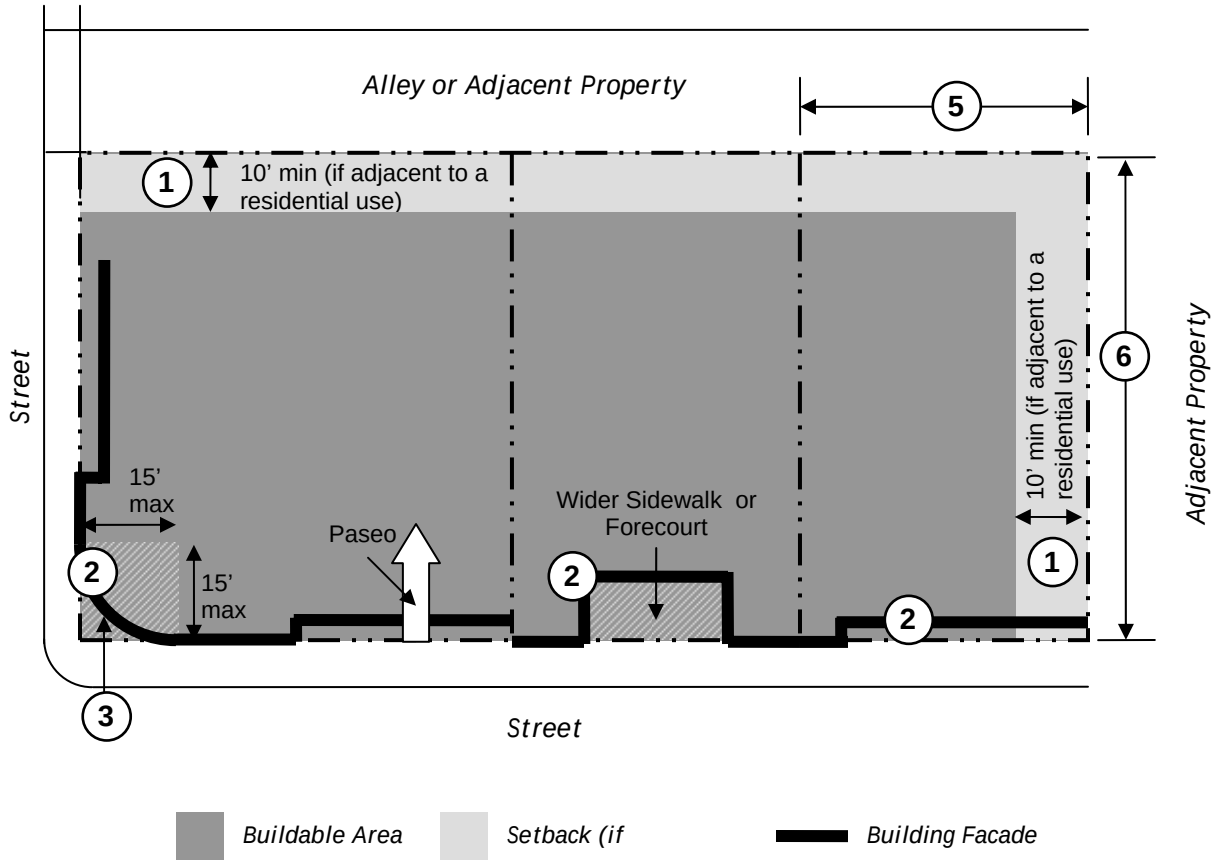
1. A building that contains individual loft units that are designed to accommodate both residential living and various work activities.
2. Live-Work Buildings are allowed within the Downtown Promenade (excluding parcels fronting D Street), Urban Village, and Neighborhood transects.



Examples of live-work buildings

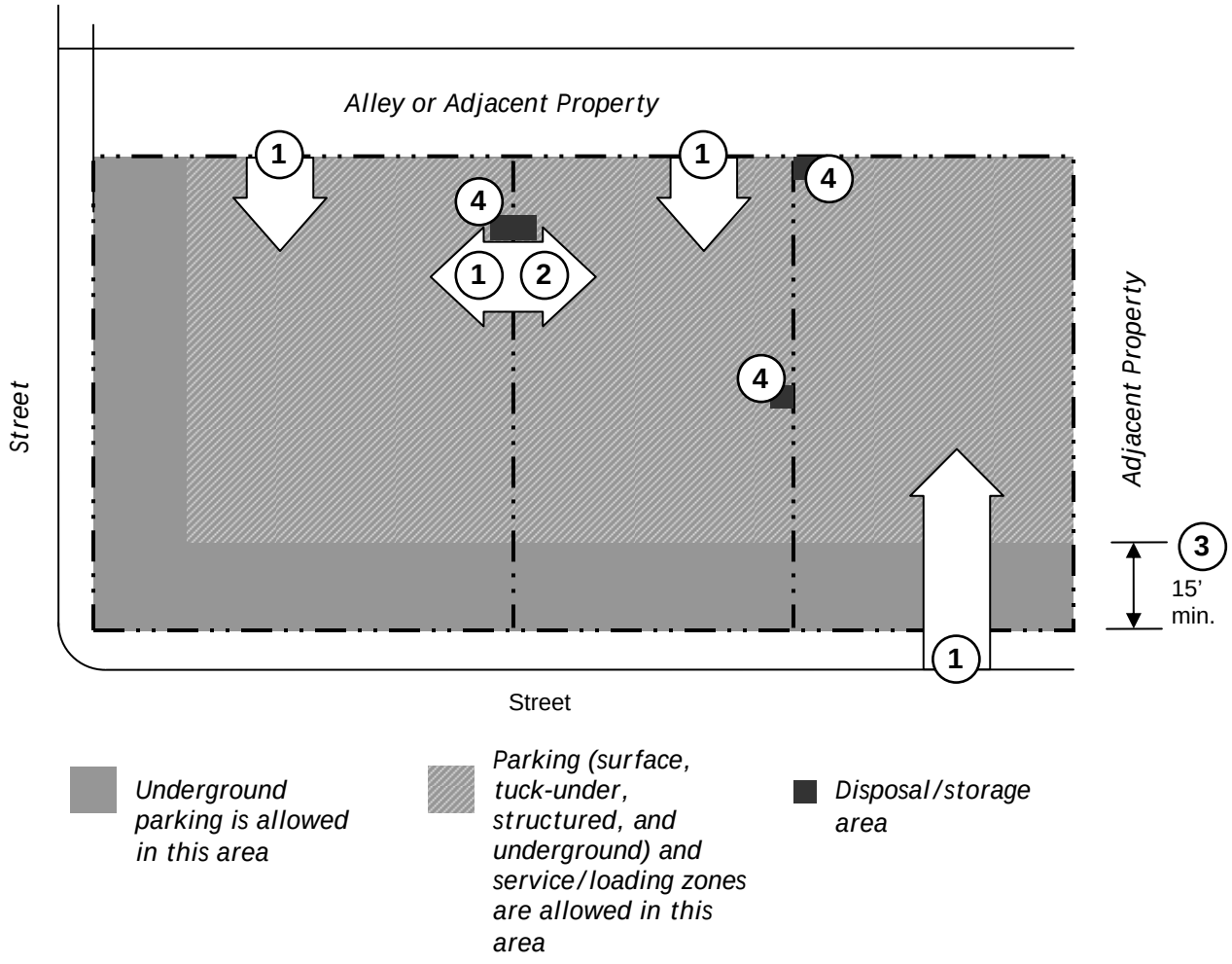
B. SITE DESIGN

1. Setbacks: Buildings shall be set back 10 feet from side and rear property lines that are adjacent to a residential use. No other setbacks are required.
2. Build-to-Line (BTL): A building facade shall be built within 0 feet to 10 feet of property lines that are adjacent to a street. The front facade shall occupy the entire lot width (excluding setbacks, if required) and at least 50% of the depth. The BTL may be set back to create a wider sidewalk or forecourt, and may include breaks to accommodate paseos and driveways. Storefronts, building entrances, and balconies may be recessed into the facade.
3. The BTL at building corners adjacent to a street intersection may be angled, curved, or recessed within an area that is generally not greater than 15 feet by 15 feet square, but only if a building entrance is created at the corner.
4. Buildings shall have a minimum depth of 20 feet from the BTL.
5. Minimum Lot Width: 25 feet.
6. Minimum Lot Depth: 100 feet.



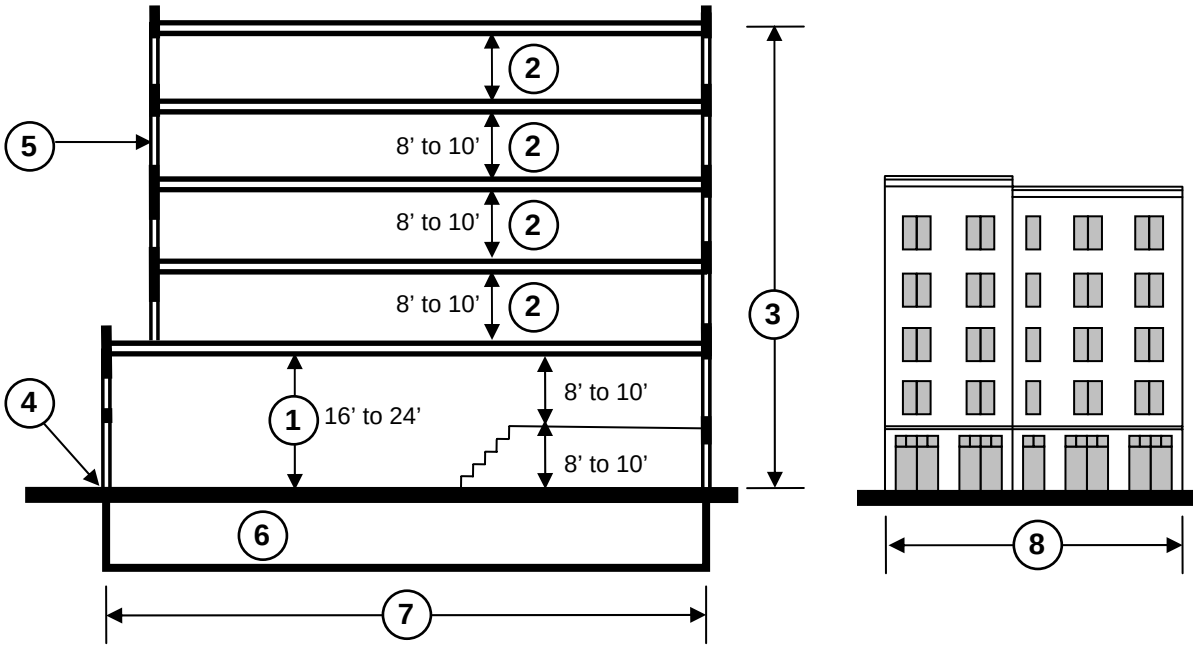
C. VEHICLE ACCESS AND PARKING

1. Access to parking and service/loading facilities shall be provided by an alley, driveway from an adjacent property, or a driveway entrance from a street (only allowed if no alley is provided along the rear property line). Driveways shall not exceed 24 feet in width and shall be located at least 30 feet from all intersections.
2. Shared access agreements and easements are allowed to minimize driveway entrances and to encourage shared parking areas between multiple properties.
3. Surface parking, tuck-under parking, structured parking, and underground parking are allowed. Surface parking, tuck-under parking, and structured parking, and service/loading zones are prohibited within 15 feet of property lines along a street.
4. Disposal/storage areas shall be located within surface parking lots, tuck-under parking areas, or enclosed portions of a building, parking structure, or underground parking.
5. Parking Requirements: 1 dedicated parking space per studio or 1 bedroom unit and 2 dedicated parking spaces per 2 or more bedroom unit shall be provided on-site.



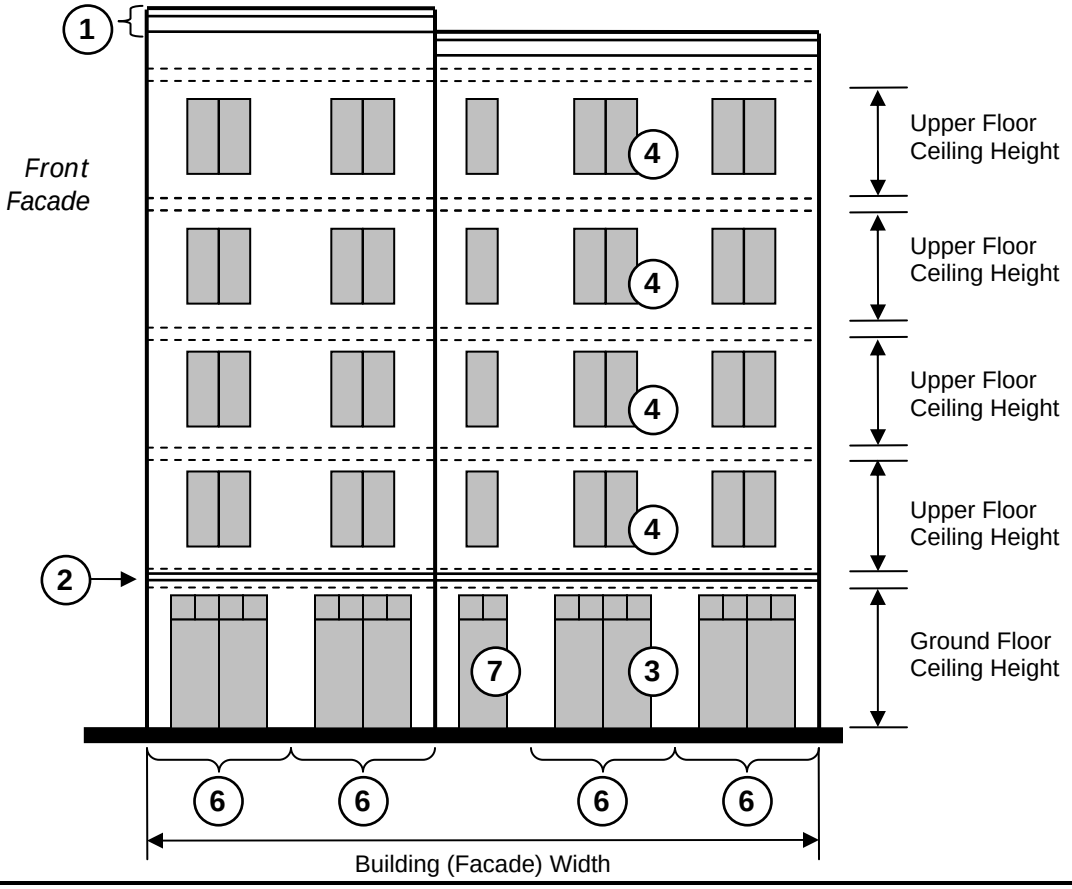
D. MASS AND HEIGHT

1. Ground Floor Ceiling Height: 16 feet to 24 feet. The ceiling height above and below the mezzanine level shall be at least 8 feet.
2. Upper Floor Ceiling Heights: 8 feet to 10 feet.
3. Number of Floors: 3 to 5 floors within Urban Village transect and 1 to 3 within all other transects.
4. At street fronting entrances and entrances along paseos, courtyards, and plazas, the elevation of the ground floor shall be at the grade of the adjacent sidewalk, paseo, courtyard, or plaza.
5. Step-backs from the BTL are only allowed above the second floor. Multiple step-backs are allowed along a building facade.
6. Multi-level basements are allowed.
7. Building Depth: 20 feet minimum (as measured from the BTL).
8. Building Width: 16 feet to 50 feet. A single building wider than 50 feet is permitted if it is designed to look like multiple buildings. Each individual segment of the building shall have a maximum width of 50 feet.



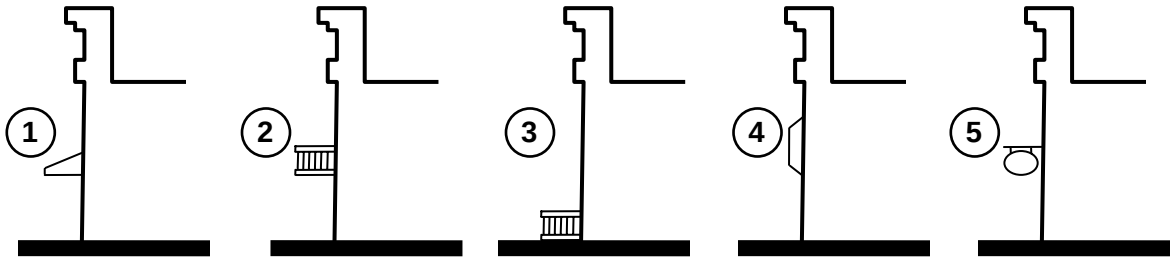
E. WINDOW FENESTRATION AND FRONTAGES

1. Building Cap or Roof: The top of the facade shall be defined by a cap, such as a cornice or a roof overhang.
2. A horizontal design element is required to differentiate between the ground floor (or second floor, if the building has at least 4 floors) and upper floors of facades. Examples include a cornice line, awning, balcony, or change in the building material.
3. Ground Floor Window Fenestration (Front Facade): A minimum of 40% to 90% of each ground floor facade with sidewalk, paseo, courtyard, or plaza frontage (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows/doors.
4. Upper Floor Window Fenestration (Front Facade): At least 30% of each upper floor facade with sidewalk, paseo, courtyard, or plaza frontage (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows.
5. Window Fenestration (Other Facades): At least 15% of all other upper and ground floor facades (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows/doors, except for facades built on an internal side property line and facades that would abut an adjacent building, or as otherwise prohibited by the Uniform Building Code.
6. Storefronts: Ground floor units shall be designed with a storefront and building entrance.
7. Access to upper floor uses shall be provided on street-fronting facades.



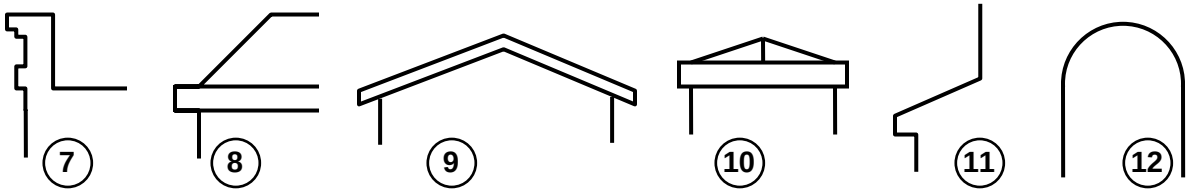
F. ALLOWED AND PROHIBITED PROJECTIONS

1. Shade Structures (Awnings, Marquees, Window Shades, and Trellises)
2. Balconies
3. Patios
4. Bay Windows
5. Projecting Signs
6. External chimneys, external staircases to upper floors, and garage doors are prohibited on the front facade.



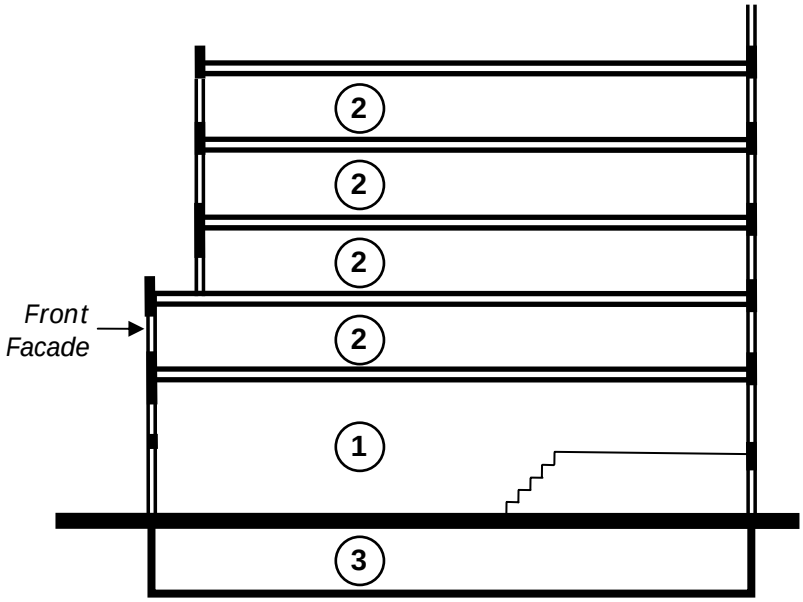
G. ALLOWED ROOF FORMS

7. Flat Roof with Parapet or Cornice
8. Full Roof
9. Gabled Roof
10. Tower Element with Pyramid or Dome Roof
11. Shed Roof: Only allowed where building step-backs occur
12. Barrel Vaulted Roof
13. Appropriate combinations of the above roof forms



H. USE SPECIFICATIONS

1. Allowed Uses for Ground Floors: Live-Work Units (living space and work space).
2. Allowed Uses for Upper Floors: Live-Work Units (living space and work space), Residential (Apartments and Condominiums), and Home Occupation uses.
3. Basements may be used for parking and/or storage/disposal areas.



5.4.6 Stacked Flat Building Development Standards

A. DESCRIPTION

1. A multi-story building that contains stacked residential units. The residential units may be apartments or condominiums. Ancillary retail, office, and live-work space may be provided on the ground floor of the building.
2. Stacked Flat Buildings are allowed within the Urban Village, Neighborhood, Downtown Promenade (excluding parcels fronting D Street), and 4th Street Gateway transects.

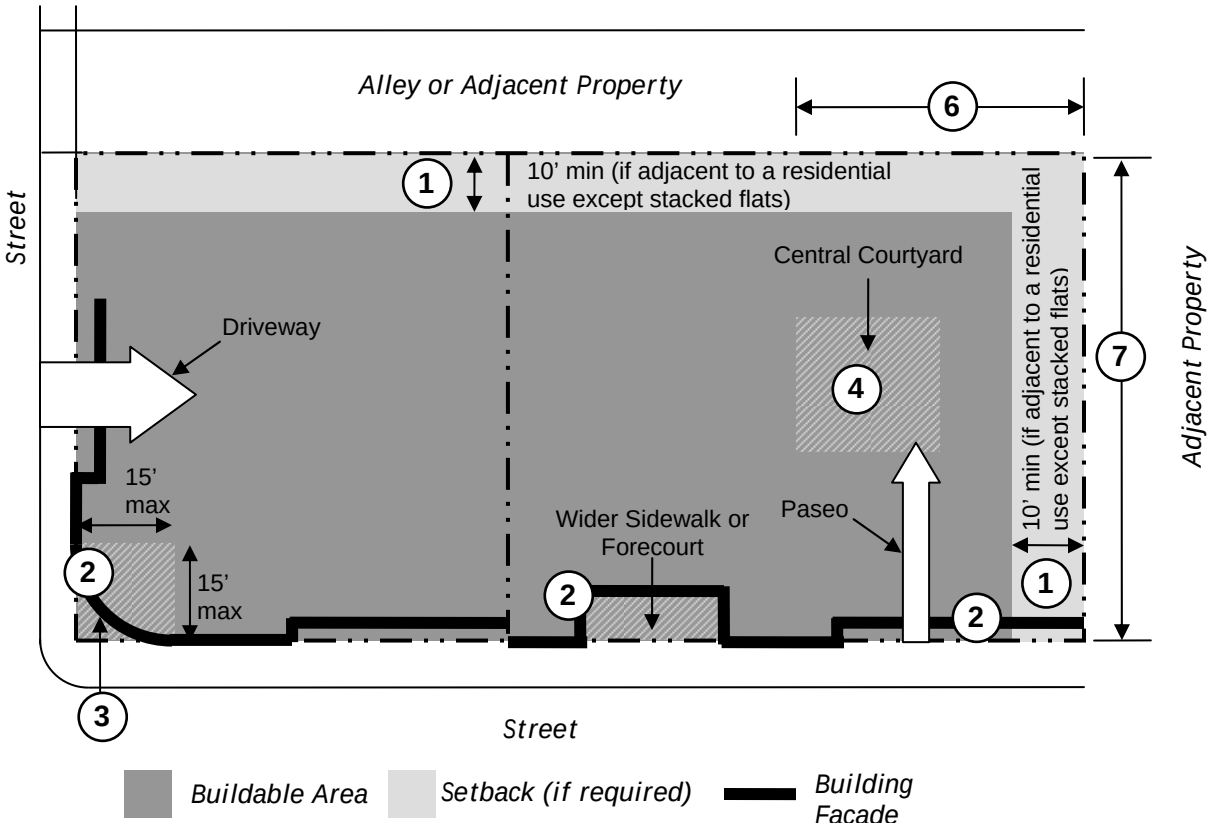





Examples of stacked flat buildings

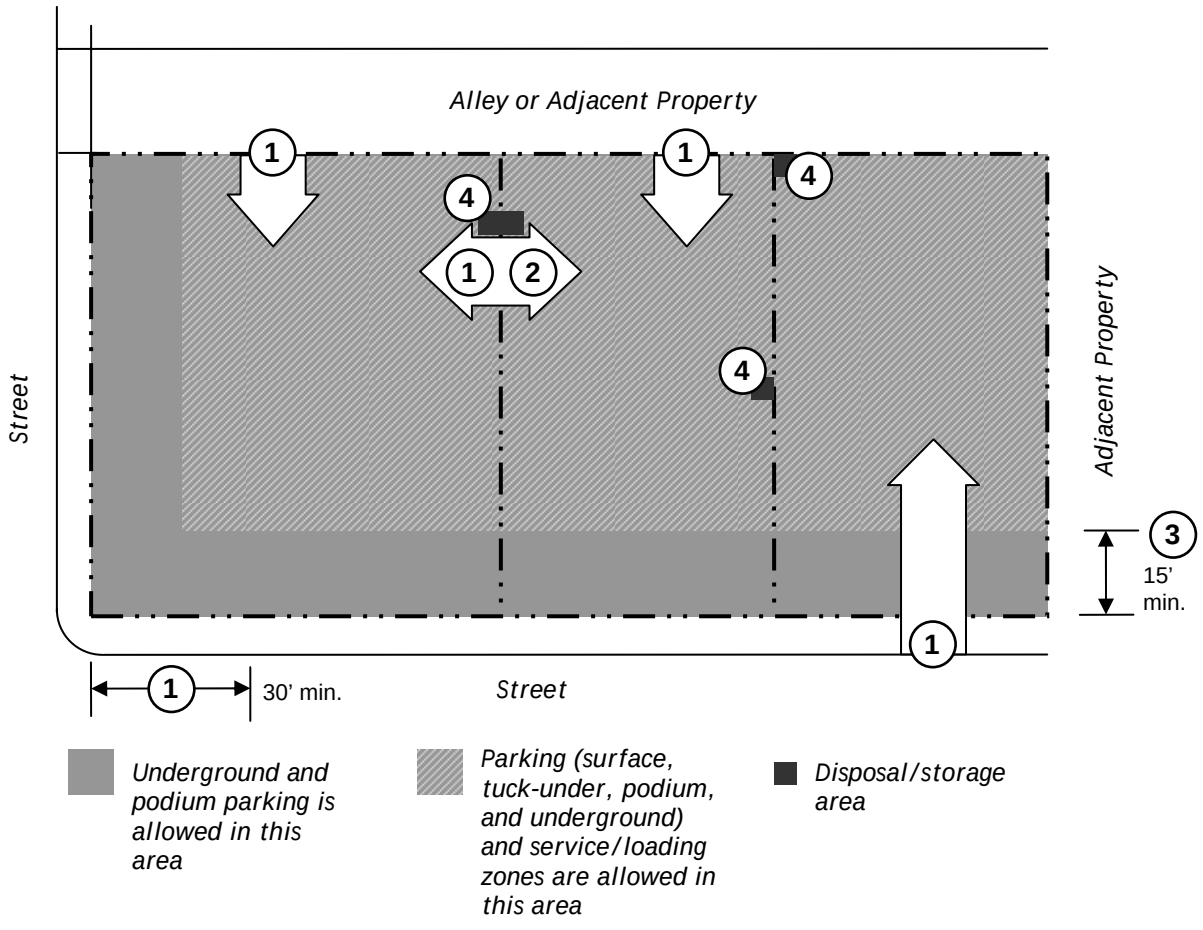
B. SITE DESIGN

1. Setbacks: Buildings shall be set back 10 feet from side and rear property lines that are adjacent to a residential use other than stacked flats. No other setbacks are required.
2. Build-to-Line (BTL): A building facade shall be built within 0 feet to 10 feet of property lines that are adjacent to a street. The facade shall occupy the entire lot width (excluding setbacks, if required) and at least 50% of the lot depth. The BTL may be set back to create a wider sidewalk or forecourt, and may include breaks to accommodate paseos and driveways. Storefronts (if provided), building entrances, and balconies may be recessed into the facade. Upper floors of buildings may extend over driveways and paseos.
3. The BTL at building corners adjacent to a street intersection may be angled, curved, or recessed within an area that is generally not greater than 15 feet by 15 feet square, but only if a building entrance is created at the corner.
4. A central courtyard that is surrounded by buildings on all sides may be provided. Access to these courtyards shall be provided by paseos and/or ground floor building entrances.
5. Buildings shall have a minimum depth of 20 feet from the BTL.
6. Minimum Lot Width: 75 feet.
7. Minimum Lot Depth: 100 feet.



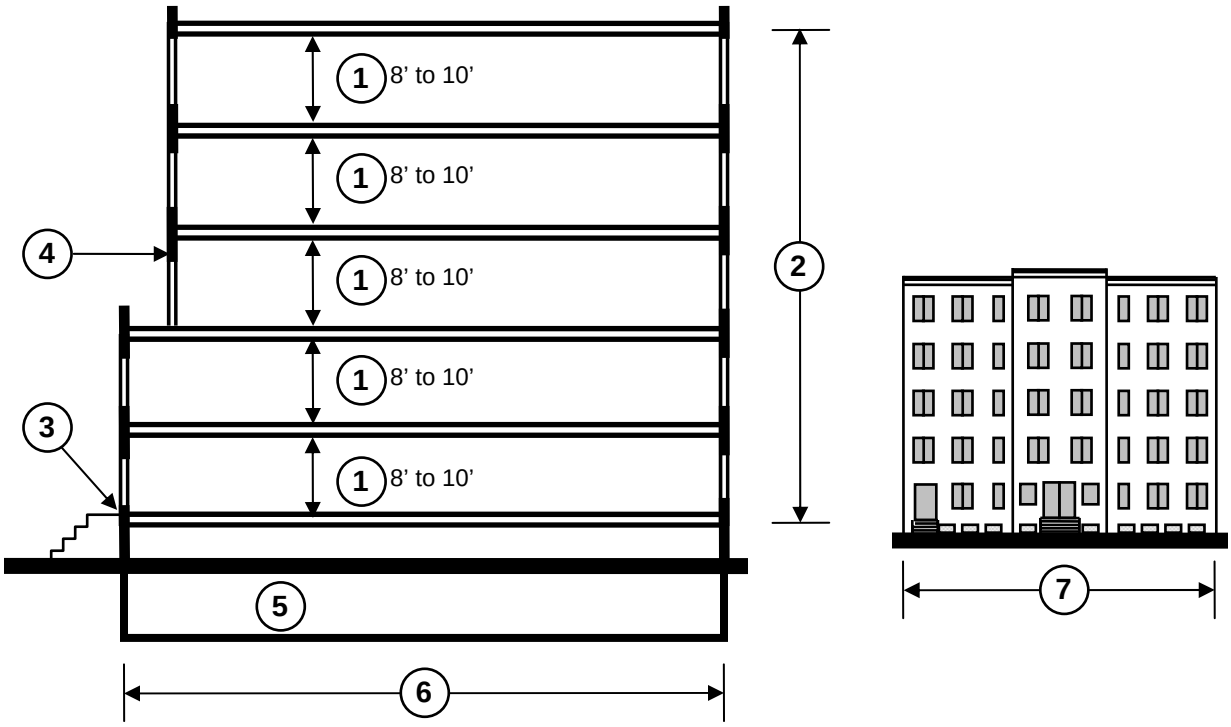
C. VEHICLE ACCESS AND PARKING

1. Access to parking and service/loading facilities shall be provided by an alley, driveway from an adjacent lot, or a driveway entrance from a street (only allowed if no alley is provided along the rear property line). Driveways shall not exceed 24 feet in width and shall be located at least 30 feet from all intersections. Buildings may extend over driveways from a street.
2. Shared access agreements and easements are allowed to minimize driveway entrances and to encourage shared parking areas between multiple properties.
3. Surface parking, tuck-under parking, podium parking, and underground parking are allowed. Surface parking, tuck-under parking, and structured parking are prohibited within 15 feet of property lines along a street.
4. Disposal/storage areas shall be located within surface parking lots, tuck-under parking areas, or enclosed portions of a building, podium parking area, or parking structure. Disposal/storage facilities are prohibited within courtyards.
5. Parking Requirements: 1 dedicated parking space per studio or 1 bedroom unit and 2 dedicated parking spaces per 2 or more bedroom unit shall be provided on-site or within the same block as the unit.



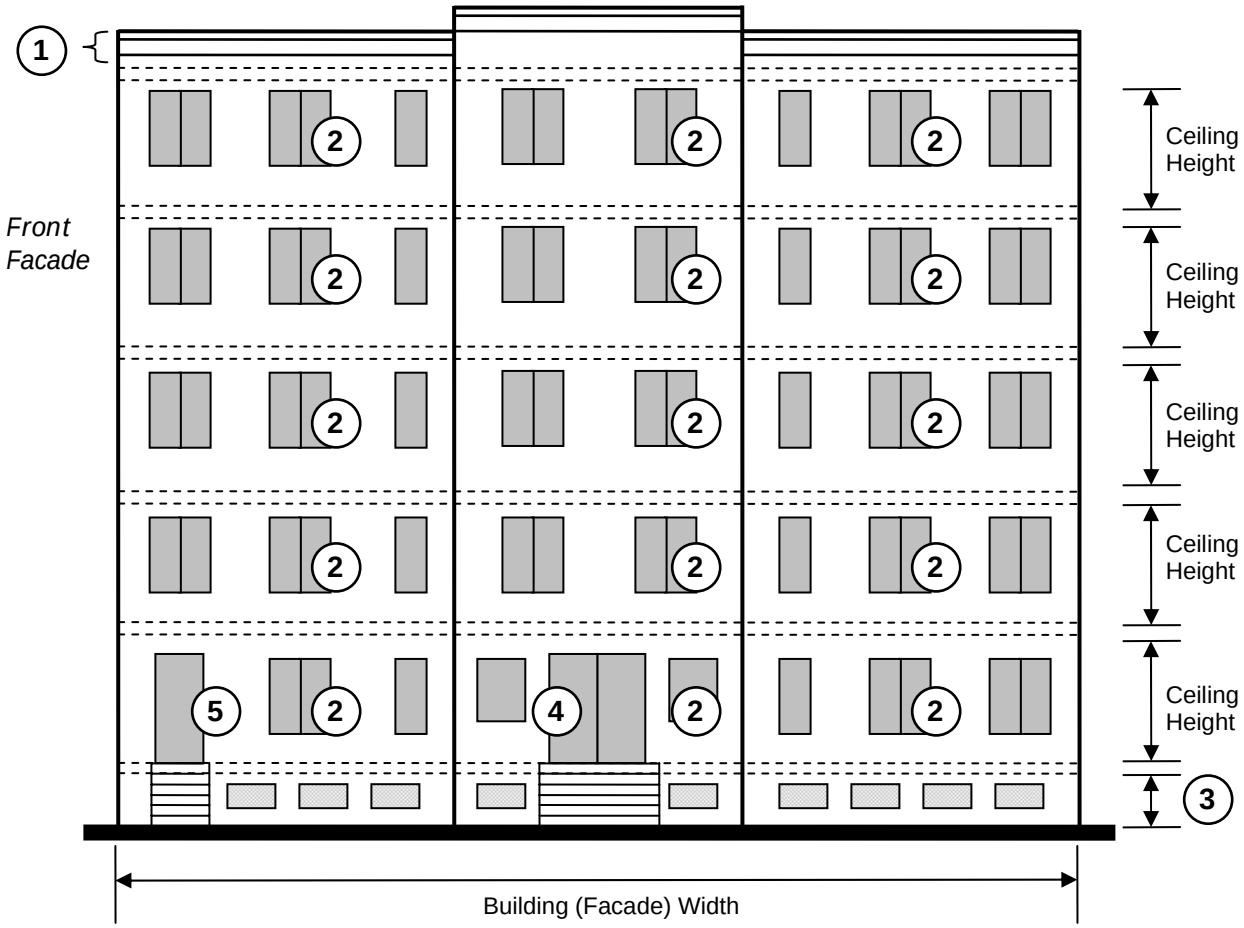
D. MASS AND HEIGHT

1. Ceiling Height: 8 feet to 10 feet.
2. Number of Floors: 2 to 3 floors within Downtown Promenade and Neighborhood transects, and 3 to 5 floors within Urban Village transect.
3. Entrances shall be 0 feet to 10 feet above the grade of the adjacent sidewalk.
4. Step-backs from the BTL are only allowed above the second floor. Multiple step-backs are allowed along a building facade.
5. Multi-level basements and podium parking levels are allowed.
6. Building Depth: 20 feet minimum (as measured from the BTL).
7. Building Width: 25 feet to 75 feet. A single building wider than 75 feet is permitted if it is designed to look like multiple buildings. Each individual segment of the building shall have a maximum width of 75 feet.



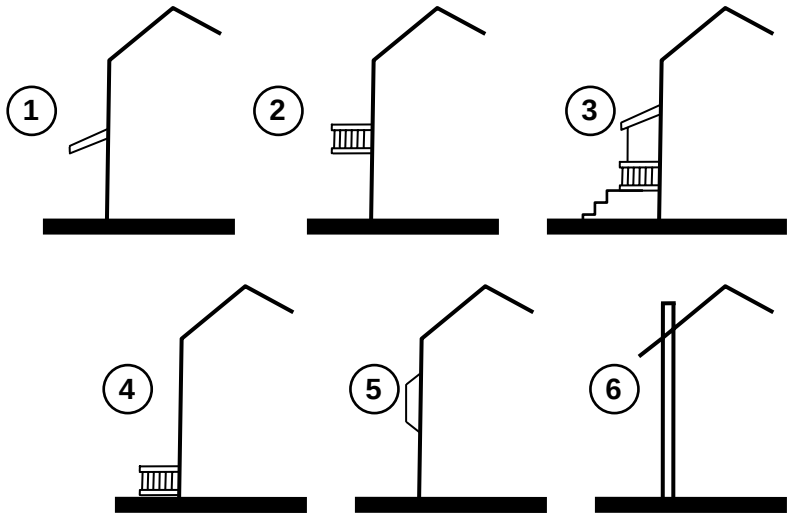
E. WINDOW FENESTRATION AND FRONTAGES

1. Building Cap or Roof: The top of the building facade shall be defined by a cap, such as a cornice or a roof overhang.
2. Window Fenestration: At least 20% of the facade of each floor (as measured by multiplying the width of each facade by its ceiling height) shall be occupied by transparent windows, except for facades built on an internal side property line and facades that would abut an adjacent building, or as otherwise prohibited by the Uniform Building Code.
3. Podium parking may be provided underneath the entire building (including the central courtyard, if provided).
4. Common Building Entrances: Each building shall be designed with a common building entrance along a street-adjacent facade that provides access to residential units.
5. Individual Unit Entrances: Residential units on the ground floor may be designed with private entrances.



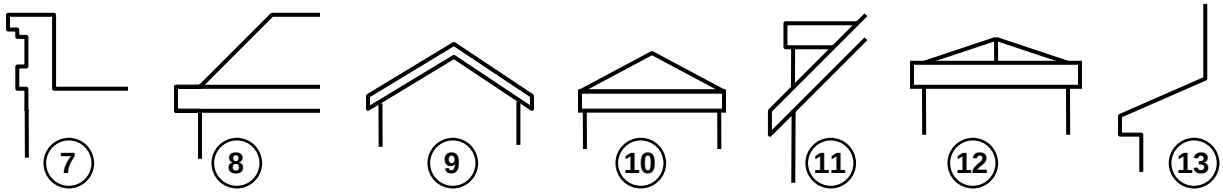
F. ALLOWED AND PROHIBITED PROJECTIONS

1. Shade Structures (Window Shades and Trellises)
2. Balconies
3. Stoops
4. Patios
5. Bay Windows
6. External chimneys, external staircases and hallways to upper floors, and garage doors are prohibited on the front facade. External chimneys may extend up to 2 feet from side and rear facades and may extend into the side and rear setback zones.



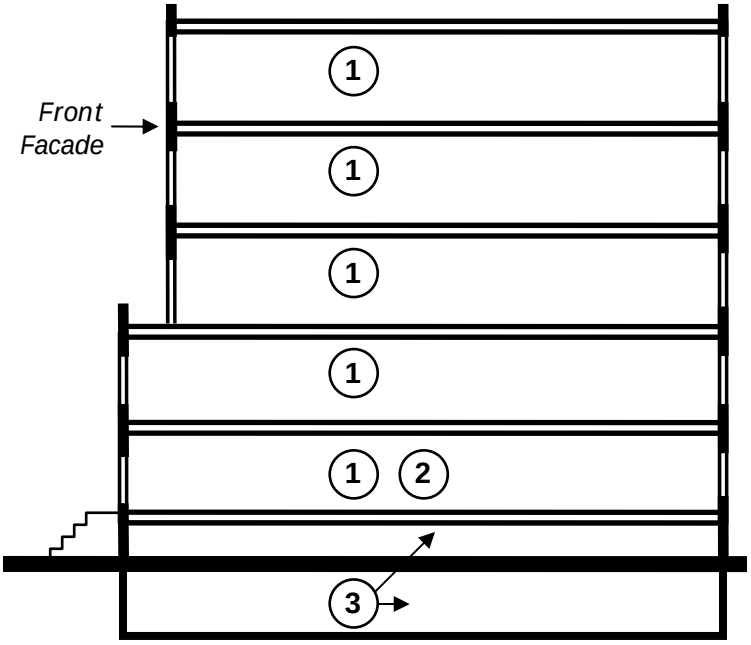
G. ALLOWED ROOF FORMS

7. Flat Roof with Parapet or Cornice
8. Full Roof
9. Gabled Roof
10. Hip Roof
11. Dormers
12. Tower Element with Pyramid or Dome Roof
13. Shed Roof: Only allowed where building step-backs occur
14. Appropriate combinations of the above roof forms



H. USE SPECIFICATIONS

1. Allowed Uses for All Floors: Residential (Apartments and Condominiums), Home Occupation, and Ancillary Retail and Food Service uses.
2. Conditional Uses on Ground Floors: All uses open for business during the hours of 10:00 pm and 7:00 am.
3. Basements and podium parking levels may be used for parking and/or storage/disposal areas.



5.4.7 Courtyard Flat Building Development Standards

A. DESCRIPTION

1. A multi-story building that contains stacked residential units and surrounds a common courtyard on three sides. The residential units may be apartments or condominiums.
2. Courtyard Flat Buildings are allowed within the Urban Village, Neighborhood, Downtown Promenade (excluding parcels fronting D Street), and 4th Street Gateway transects.



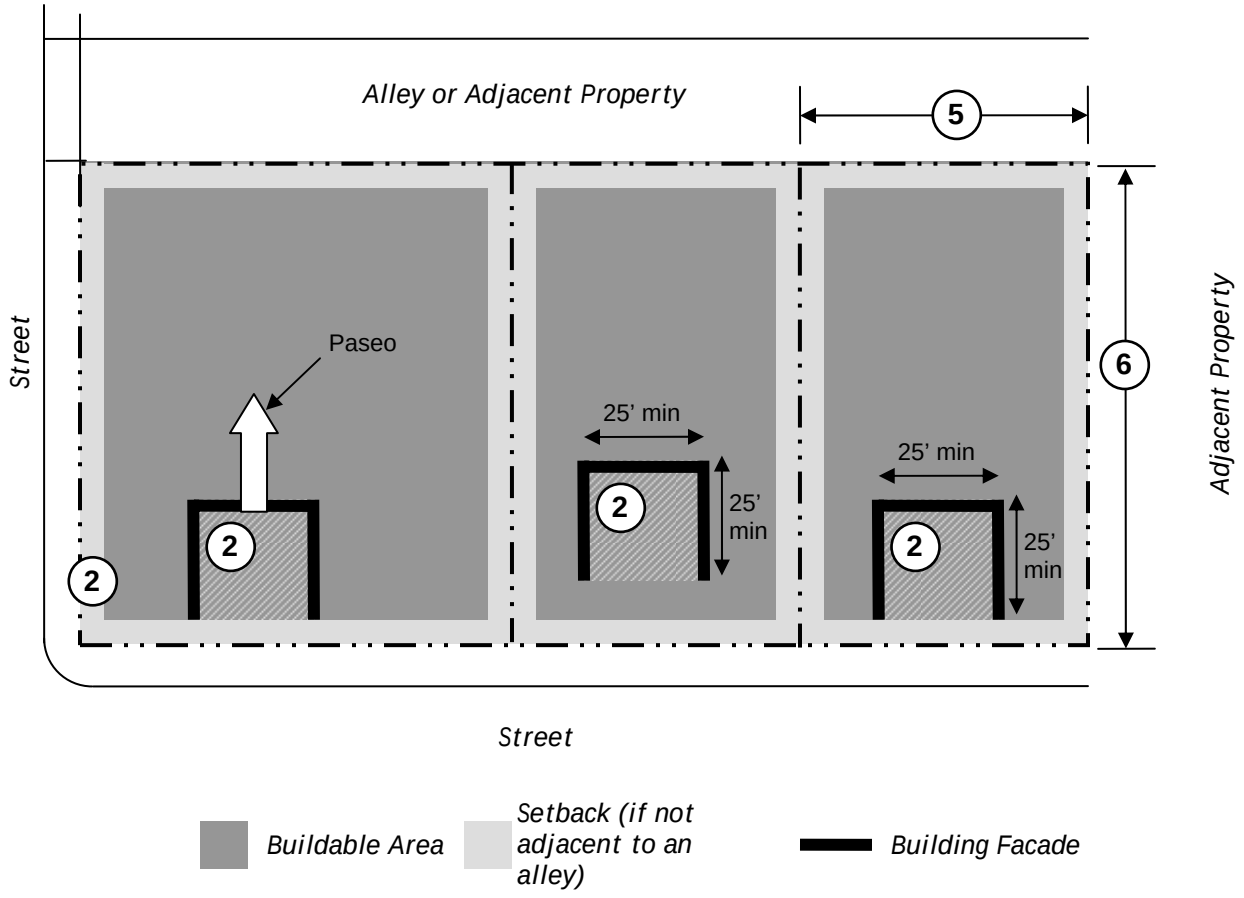




Examples of courtyard flat buildings

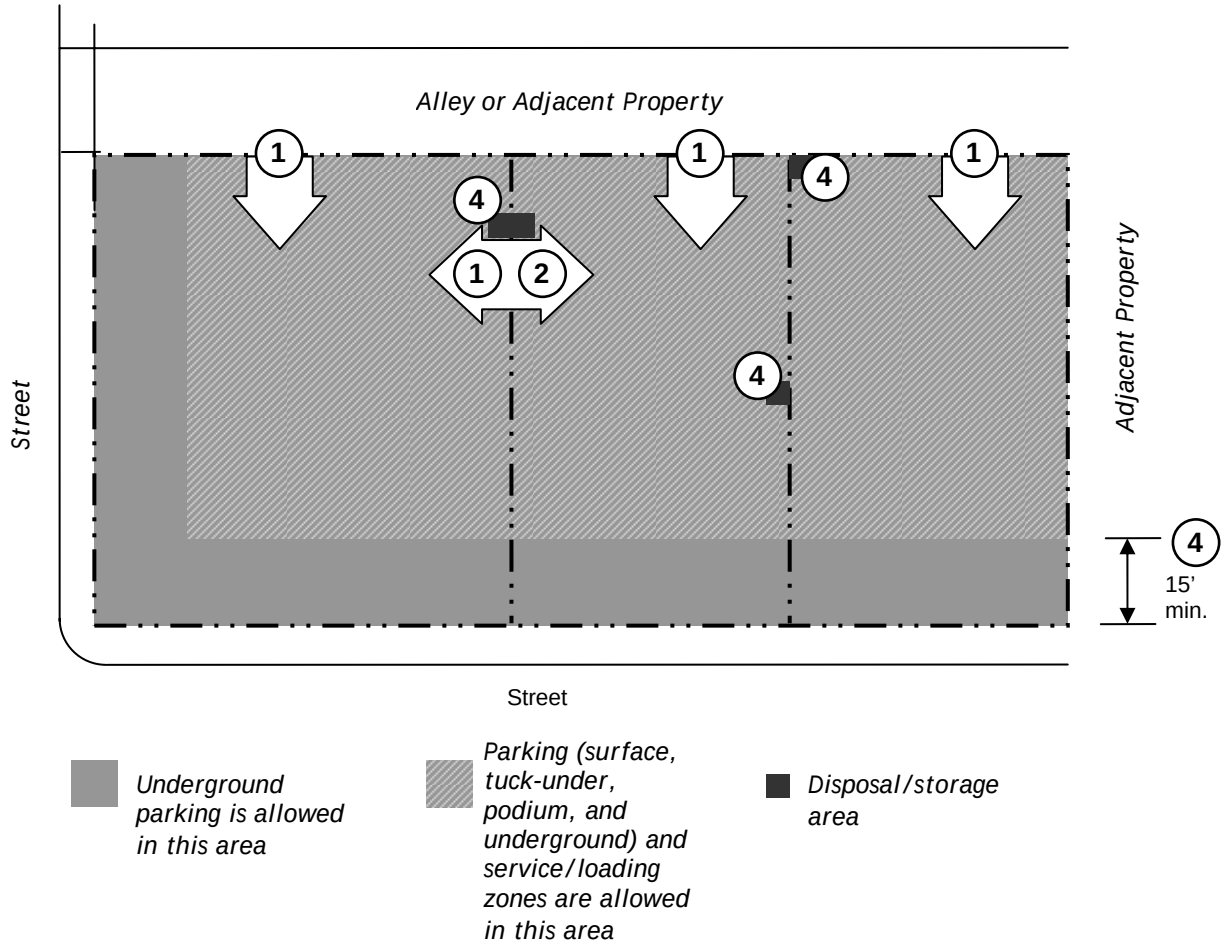
B. SITE DESIGN

1. Setbacks: Buildings shall be set back 5 feet from all property lines that are not adjacent to an alley.
2. At least one courtyard on the ground floor (which may be built over podium or underground parking) is required for each building. No dimensions of a courtyard shall be less than 25 feet. Courtyards shall open up to the sidewalk and shall be constructed within 5 feet to 15 feet of the adjacent front property line.
3. Build-to-Line (BTL): A building facade shall be built along three sides of the courtyard. The facade may include breaks to accommodate paseos (which may be located underneath upper floors) and landscaping. Building entrances (common and individual) and balconies may be recessed into the facade.
4. Buildings shall have a minimum depth of 20 feet from the BTL.
5. Minimum Lot Width: 75 feet.
6. Minimum Lot Depth: 100 feet.



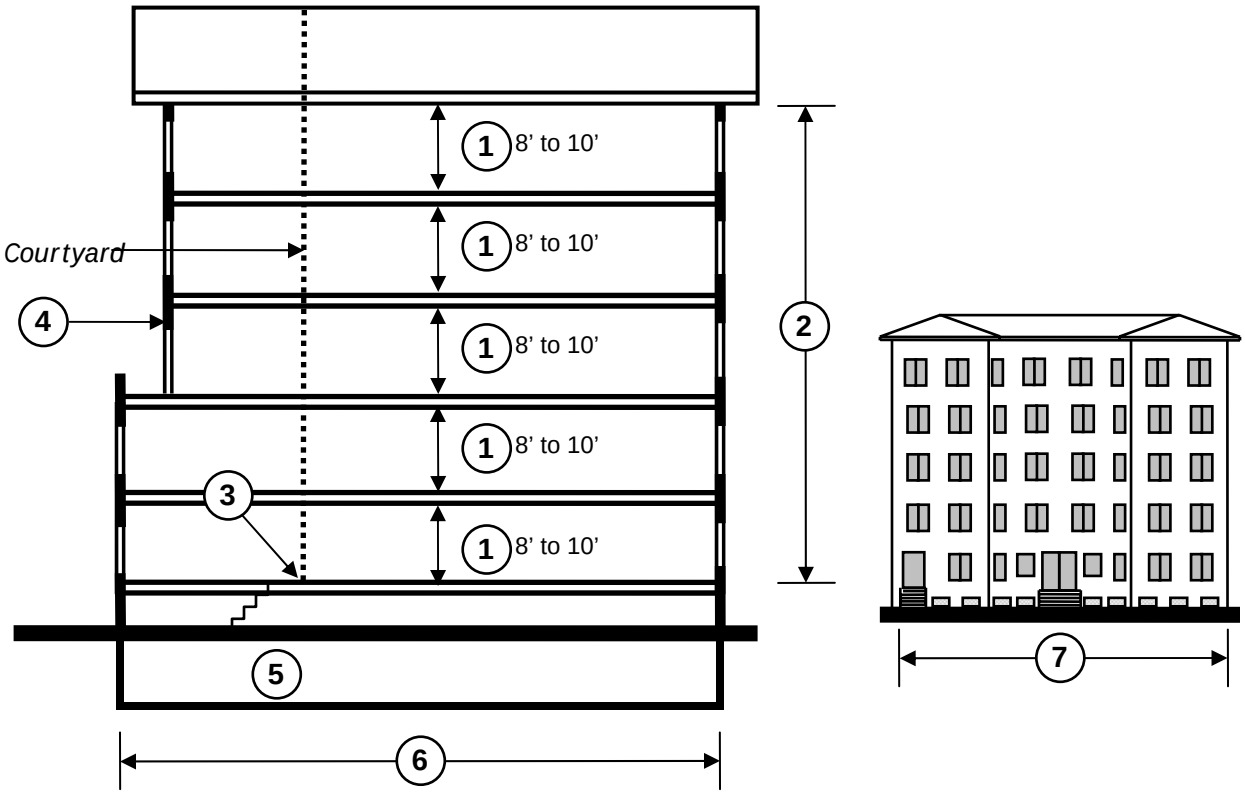
C. VEHICLE ACCESS AND PARKING

1. Access to parking and service/loading facilities shall be provided by an alley or driveway from an adjacent lot. Driveways shall not exceed 24 feet in width.
2. Shared access agreements and easements are allowed to minimize driveway entrances and to encourage shared parking areas between multiple properties.
3. Surface parking, tuck-under parking, podium parking, and underground parking are allowed. Surface parking is prohibited within 15 feet of property lines along a street.
4. Disposal/storage areas shall be located within surface parking lots, tuck-under parking areas, or enclosed portions of a building, podium parking area, or parking structure. Disposal/storage facilities are prohibited within courtyards.
5. Parking Requirements: 1 dedicated parking space per studio or 1 bedroom unit and 2 dedicated parking spaces per 2 or more bedroom unit shall be provided on-site or within the same block as the unit.



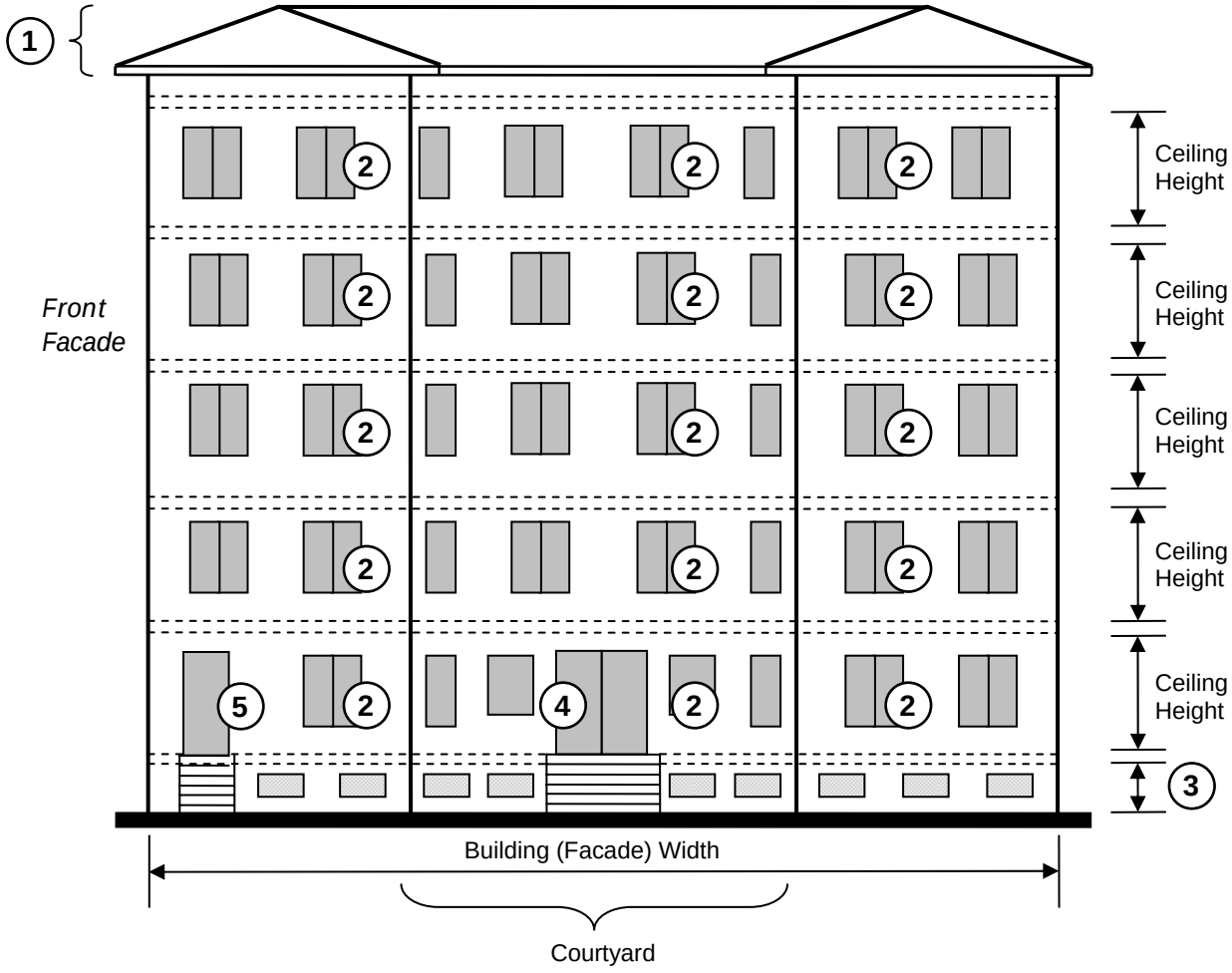
D. MASS AND HEIGHT

1. Ceiling Height: 8 feet to 10 feet.
2. Number of Floors: 2 to 3 floors within Downtown Promenade and Neighborhood transects, and 3 to 5 floors within Urban Village transect.
3. Entrances shall be 0 feet to 10 feet above the grade of the adjacent sidewalk and 0 feet to 3 feet above the grade of the courtyard.
4. Building step-backs are only allowed above the second floor. Multiple step-backs are allowed along a building facade.
5. Multi-level basements and podium parking levels are allowed.
6. Building Depth: 20 feet minimum (as measured from the BTL).
7. Building Width: 75 feet to 100 feet.



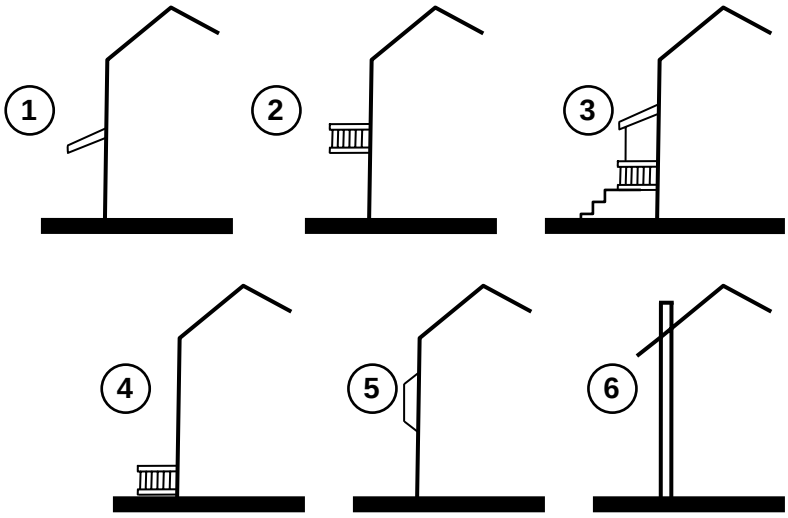
E. WINDOW FENESTRATION AND FRONTAGES

1. Building Cap or Roof: The top of the building facade shall be defined by a cap, such as a cornice or a roof overhang.
2. Window Fenestration: At least 20% of the facade of each floor (as measured by multiplying the facade width by the ceiling height) shall be occupied by transparent windows.
3. Podium Parking: If a portion of a podium parking level extends above the ground surface, the facade of the parking level shall be designed with a solid surface that is compatible with the ground floor facade. Openings shall be designed with a maximum width equal to that of upper floor windows and a maximum height of 4 feet to provide ventilation and natural light to the parking level. Metal screens (excluding chain link fencing) shall be required within the window openings.
4. Common Building Entrances: Each building shall be designed with a common building entrance along a courtyard-adjacent facade that is visible from the sidewalk and that provides access to residential units.
5. Individual Unit Entrances: Residential units on the ground floor may be designed with private entrances, provided that the entrances are equipped with a stoop or other means of privatizing the individual entrance.



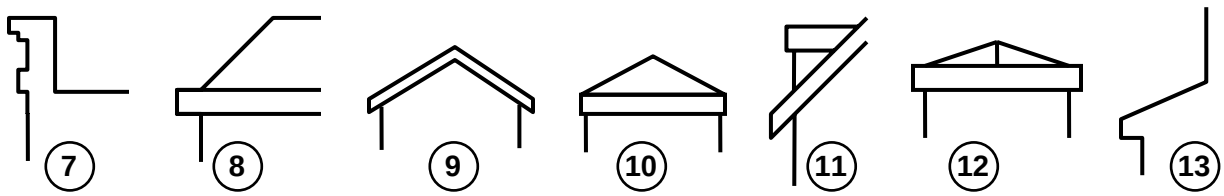
F. ALLOWED AND PROHIBITED PROJECTIONS

1. Shade Structures (Window Shades and Trellises)
2. Balconies
3. Stoops
4. Patios
5. Bay Windows
6. External chimneys, external staircases and hallways to upper floors, and garage doors are prohibited on the front facade; however, external staircases and hallways to upper floors are allowed within the courtyard. External chimneys may extend up to 2 feet from side and rear facades and may extend into the side and rear setback zones.



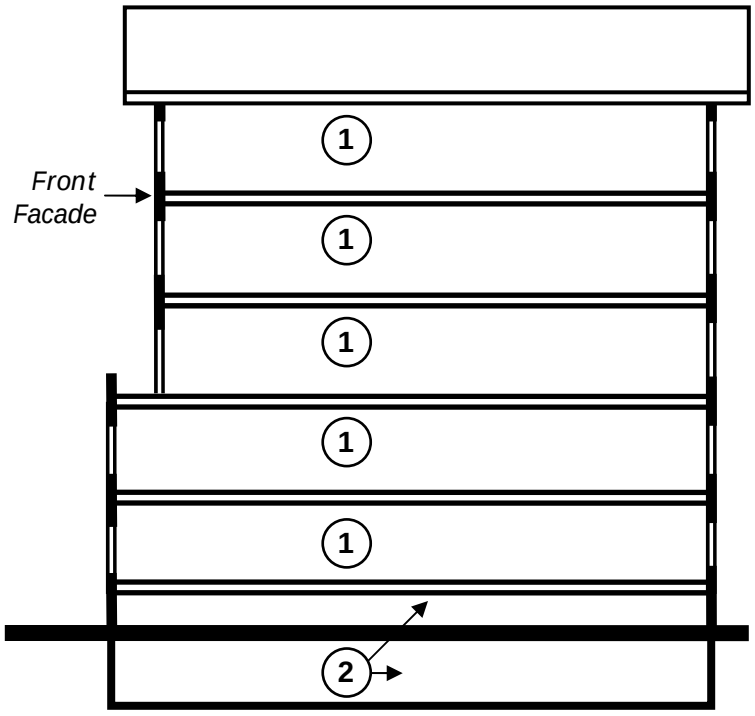
G. ALLOWED ROOF FORMS

7. Flat Roof with Parapet or Cornice
8. Full Roof
9. Gabled Roof
10. Hip Roof
11. Dormers
12. Tower Element with Pyramid or Dome Roof
13. Shed Roof: Only allowed where building step-backs occur
14. Appropriate combinations of the above roof forms



H. USE SPECIFICATIONS

1. Allowed Uses for All Floors: Residential (Apartments and Condominiums), and Home Occupation uses.
2. Basements and podium parking levels may be used for parking and/or storage/disposal areas.
3. Common mailboxes may be located within the courtyard or a common area within the building.



Subject Photographs



Looking north



North on top



Looking northwest



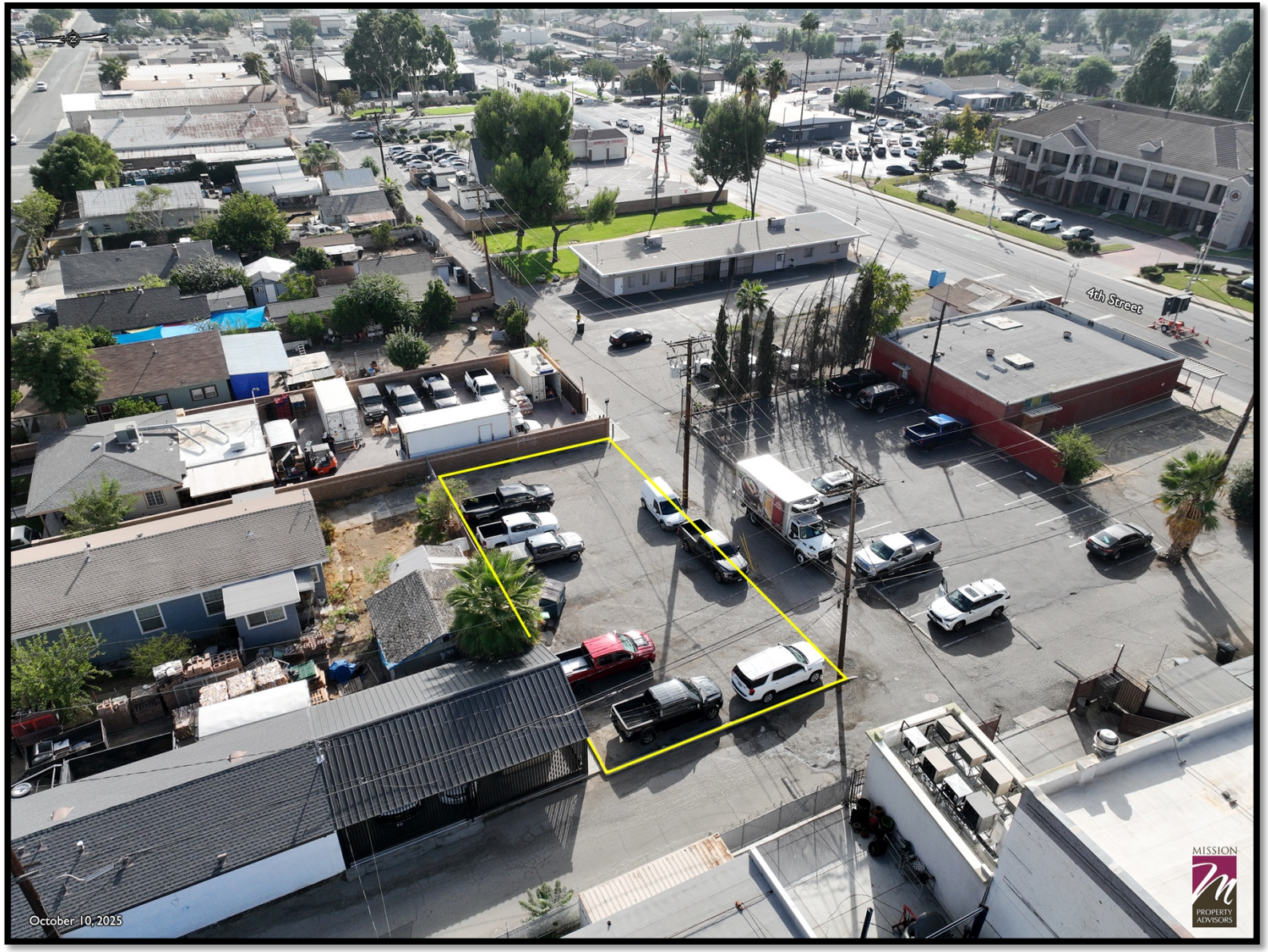
Looking west



Looking southwest



Looking south



Looking southeast



Looking east



Looking northeast



Looking northwest



Looking southwest


3rd Street
D Street
Perris Boulevard
4th Street
October 10, 2025
MISSION
PROPERTY ADVISORS

North on top



Looking northeast



Looking north on alleyway, subject to right



Looking south on alleyway, subject to left



Looking east on alleyway, subject to left



Looking west on alleyway, subject to right



Looking northeast



Looking northwest



Looking northwest



Looking northeast

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.M

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Adopt Proposed Resolution Number (next in order) Accepting Irrevocable Offers of Dedication Over Portions of Properties Identified as Riverside County Assessor's Parcel Numbers 330-090-009, 327-210-007, 330-090-034, 330-090-036, 330-090-038, 327-200-018, and 310-110-014, 330-110-022, 330-110-023 for Public Right-of-Way Purposes.

REQUESTED ACTION: That the City Council Adopts Resolution Number (next in order) Accepting Irrevocable Offers of Dedication Over Portions of Properties Identified as Riverside County Assessor's Parcel Numbers 330-090-009, 327-210-007, 330-090-034, 330-090-036, 330-090-038, 327-200-018, and 310-110-014, 330-110-022, 330-110-023 for Public Right-of-Way Purposes.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

IDI Logistics (Developer) in coordination with the City of Perris (City) acquired the needed rights-of-way to implement the Developer's conditioned infrastructure improvements, such as widening of Ellis Avenue between Redlands Avenue and Goetz Road; widening of Case Road including the bridge replacement and widening; and improvements at the intersections of Case Road and Murrieta Road, Case Road and Mapes Road, and Mapes Road and Bonnie Drive.

The right-of-way dedications were approved by the City and recorded with the County of Riverside, but the official acceptance by the City was pending the improvements by Developer. Now that the infrastructure improvements are complete, the City needs to accept the dedications.

Pursuant to Government Code Section 7050, the City Council should accept the right-of-way dedications of real property for public purpose, including but not limited to, streets, highways, paths, alleys, including access rights and abutter's rights, drainage, open space, public utility or other public easements, parks, or other public places, through the adoption of the attached Resolution.

Staff recommends that the City Council Adopts Resolution Number (next in order) Accepting

Irrevocable Offers of Dedication Over Portions of Properties Identified as Riverside County Assessor's Parcel Numbers 330-090-009, 327-210-007, 330-090-034, 330-090-036, 330-090-038, 327-200-018, and 310-110-014, 330-110-022, 330-110-023 for Public Right-of-Way Purposes.

BUDGET (or FISCAL) IMPACT:
There is no impact to the General Fund.

Prepared By: Alondra Pelayo, Administrative Technician I

Attachments:
1. Resolution.pdf

ATTACHMENT 1

RESOLUTION

RESOLUTION 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA ACCEPTING FIVE IRREVOCABLE OFFERS OF DEDICATION FOR PUBLIC PURPOSES ON CERTAIN REAL PROPERTY IDENTIFIED AS APNS 330-090-009, 327-210-007, 330-090-034, 330-090-036, 330-090-038, 327-200-018, AND 310-110-014, 330-110-022, 330-110-023

WHEREAS, pursuant to Government Code Section 7050, CH Realty Partners CM LLC offered to dedicate to the City of Perris ("City") a fee interest in that certain real property located in the City of Perris, County of Riverside identified as Assessor Parcel Number 330-090-009, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, and such offer of dedication was recorded with the Riverside County Recorder's Office on April 24, 2023 as Instrument No. 2023-0115901 ("2023-011 IOD"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and

WHEREAS, pursuant to Government Code Section 7050, SSS Group, Ramb Group, and Irene Webb Salyer, Trustee of the Ernest N. Webb Credit Trust dated May 16, 1985 offered to dedicate to the City a fee interest in that certain real property located in the City of Perris, County of Riverside identified as Assessor Parcel Number 327-210-007, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, and such offer of dedication was recorded with the Riverside County Recorder's Office on April 28, 2023 as Instrument No. 2023-0121220 ("2023-012 IOD"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit B; and

WHEREAS, pursuant to Government Code Section 7050, CH Realty IX-MC I Riverside Perris Airport Center, L.P. offered to dedicate to the City that certain real property located in the City of Perris, County of Riverside identified as Assessor Parcel Number(s) 330-090-034, 330-090-036, and 330-090-038, for public street purposes with the right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street, and such offer of dedication was recorded with the Riverside County Recorder's Office on March 28, 2024, as Instrument No. 2024-0090961 ("2024 IOD"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit C; and

WHEREAS, pursuant to Government Code Section 7050, Riverside County Transportation Commission offered to dedicate to the City that certain real property located in the City of Perris, County of Riverside identified as Assessor Parcel Number 327-200-018, for public street purposes with the right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street, and such offer of dedication was recorded with the Riverside County Recorder's Office on August 29, 2016 as Instrument No. 2016-0370409 ("2016 IOD"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit D; and

WHEREAS, pursuant to Government Code Section 7050, Phyllis M. Rodeffer, Trustee of the Phyllis M. Rodeffer Family Trust U/D/T dated October 16, 2003, offered to dedicate to the City a fee interest in that certain real property located in the City of Perris, County of Riverside identified as Assessor Parcel Numbers 330-110-014, 330-110-022, and 330-110-023, for public street purposes with the right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street, and such offer of dedication was recorded with the Riverside County Recorder's Office on February 6, 2023 as Instrument No. 2023-0034440 ("2023-003 IOD"), a copy of which is attached hereto and incorporated herein by this reference as Exhibit E; and

WHEREAS, under Section 7050 of the Government Code, any acceptance by City of any offer of dedication of real property for any public purpose, including, but not limited to, streets, highways, paths, alleys, including access rights and abutter's rights, drainage, open space, public utility or other public easements, parks, or other public places, must be accepted by the City Council; and

WHEREAS, the City Council now sees fit to accept each of the aforementioned five offers of dedication in accordance with Government Code Section 7050.

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

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

Section 2. Acceptance of Offers of Dedication. The City Council, on behalf of the City of Perris, hereby accepts the five Irrevocable Offers of Dedication issued pursuant to Government Code Section 7050 and set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E.

Section 3. Recordation. The City Engineer is hereby authorized and directed to cause this Resolution to be recorded in the Office of the County Recorder, Riverside County, California. The City Engineer is further authorized to execute any and all documents as may be necessary or convenient to cause such recordation.

Section 4. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 5. Certification. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2026.

_____
Michael M. Vargas, Mayor

ATTEST:

_____
Nancy Salazar, City Clerk

CITY OF PERRIS)

COUNTY OF RIVERSIDE)§

STATE OF CALIFORNIA)

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

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Nancy Salazar, City Clerk

EXHIBIT A

IRREVOCABLE OFFER OF DEDICATION

2023-011 IOD

2023-0115901
04/24/2023 01:17 PM Fee: $ 0.00
Page 1 of 7
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:
City of Perris

AND WHEN RECORDED MAIL TO:
City of Perris
Attn: Judy L. Haughney, Asst. City Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

					R	A	Exam: 037		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
7									
SIZE	NCOR	SMF	NCHG	T:					

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Offer of Dedication-CH Realty Partners CM LLC

Title of Document

APN(s): 330-090-009

TRA: _____

DTT: 0

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

OFFER OF DEDICATION

On this 7th day of April, 2023, CH Realty Partners CM LLC, a California limited liability company, irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 and Streets and Highways Code 1806, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, a fee interest in that certain portion of the real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 330-090-009, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

CH REALTY PARTNERS CM LLC,
a California limited liability company

Date: 4/7/23

By: _____
Name: Michael Mejtsen
Title: Manager

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 4/7/2023 before me, MiKyung KIM, Notary public
Here, insert Name and Title of Officer

personally appeared Michael Masterson
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.

MI KYUNG KIM
COMM. #2378217
Notary Public - California
Orange County
My Comm. Expires Nov. 1, 2025

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

WITNESS my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

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

The City of Perris, a municipal corporation, consents to the hereinabove Irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication until such time as the improvements are installed and accepted by the City. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 4/19/23

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

City Clerk, Nancy Salazar

ATTEST:

Judy L. Haughney, Assistant City Clerk

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF GOVERNMENT LOT 2 WITHIN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THAT 60 FOOT STRIP OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE IN A DEED RECORDED MARCH 8, 1915 IN BOOK 406, PAGE 100 OF DEEDS, BEING A STRIP OF LAND 34.00 FEET IN WIDTH DESCRIBED AS FOLLOWS:

A STRIP OF LAND 34.00 FEET IN WIDTH LYING SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF SAID 60 FOOT STRIP OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE, BOUNDED ON THE NORTHWEST BY THE WESTERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND BOUNDED ON THE SOUTHEAST BY THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER.

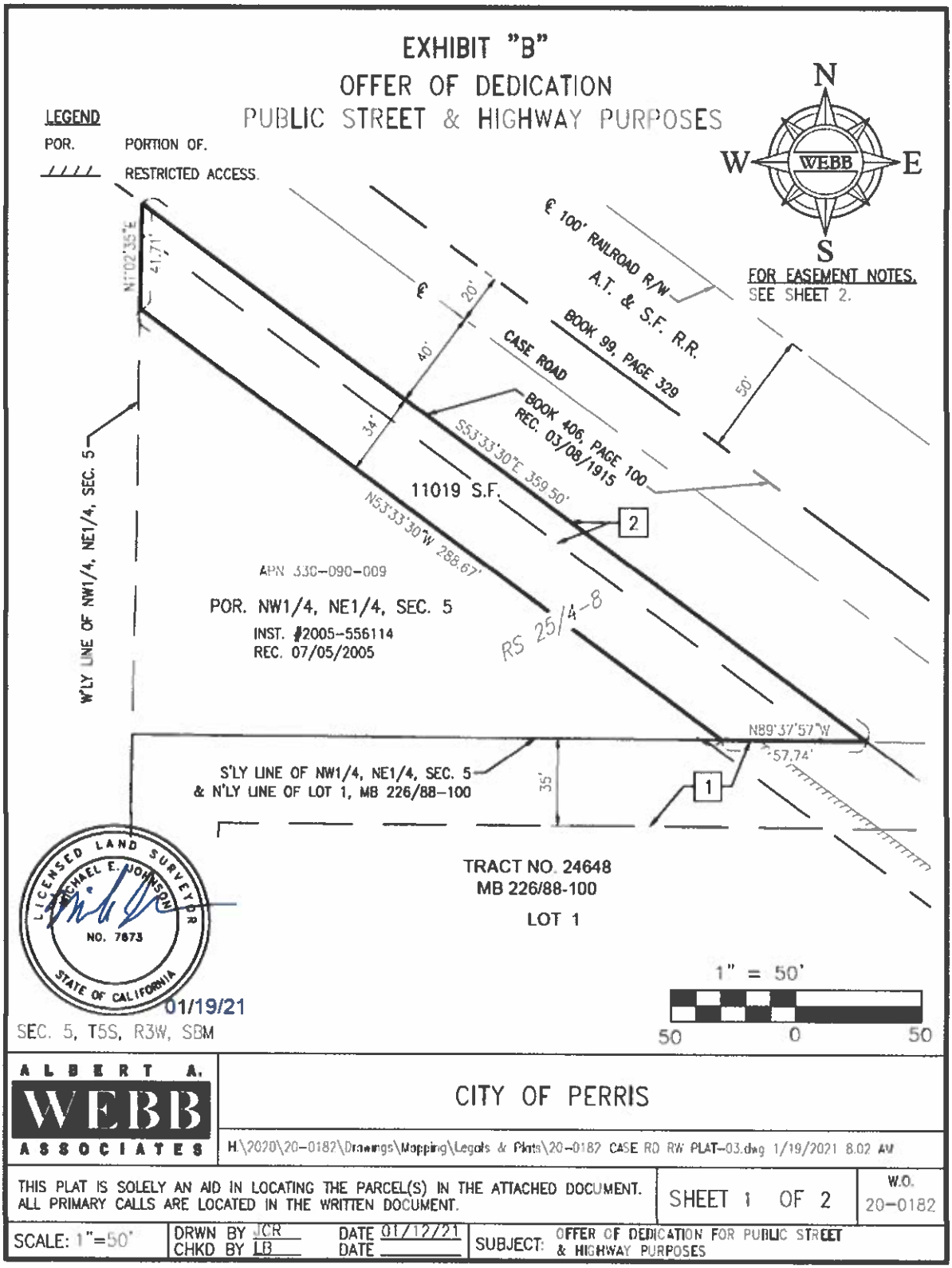
CONTAINING 11,019 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

EXHIBIT "B"

OFFER OF DEDICATION

PUBLIC STREET & HIGHWAY PURPOSES



ALBERT A. WEBB ASSOCIATES	CITY OF PERRIS		
	H:\2020\20-0182\Drawings\Mapping\Legals & Plats\20-0182 CASE RD RW PLAT-03.dwg 1/19/2021 8:02 AM		
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.		SHEET 1 OF 2	W.O. 20-0182
SCALE: 1"=50'	DRWN BY JCR CHKD BY LB	DATE 01/12/21 DATE	SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES

EASEMENTS:

[1] AN EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 2, 1990 AS INSTRUMENT NO. 43146 OF OFFICIAL RECORDS.

[2] AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 4, 1937 AS BOOK 313, PAGE 65 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION.

A DOCUMENT RECORDED MARCH 2, 1966 AS INSTRUMENT NO. 22434 OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION.



01/19/21

SEC. 5, T5S, R3W, SBM

ALBERT A. WEBB ASSOCIATES	CITY OF PERRIS	
	H:\2020\20-0182\Drawings\Mapping\Legals & Plats\20-0182 CASE RD RW PLAT-03.dwg 1/19/2021 8:02 AM	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.	SHEET 2 OF 2	W.O. 20-0182
SCALE: N/A	DRWN BY JCR DATE 01/12/21 CHKD BY LB DATE	SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT B

IRREVOCABLE OFFER OF DEDICATION

2023-012 IOD

2023-0121220

04/28/2023 09:20 AM Fee: $ 0.00

Page 1 of 12

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, Asst. City Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

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Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
SIZE	NCOR	SMF	NCHG	T:					

411

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Offer of Dedication-SSS Group/RAMB Group/Salyer

Title of Document

APN(s): 327-210-007

TRA: _____

DTT: 0

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

FREE RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO:
Attn: Judy L. Haughney, Asst. City Clerk
101 N. "D" Street
Perris, CA 92570

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

A.P.N. 327-210-007

DTT: $0.00

OFFER OF DEDICATION

On this 28th day of March, 2023, SSS GROUP, a California general partnership, as to undivided one-half interest, RAMB GROUP, a California general partnership, as to an undivided one-quarter interest, and IRENE WEBB SALYER, Trustee of the Ernest N. Webb Credit Trust dated May 16, 1985, as to an undivided one-quarter interest (collectively, "Offeror"), irrevocably offer for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 and Streets and Highways Code 1806, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, a fee interest in that certain portion of the real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 327-210-007, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

[Signatures continue on the following page]

OFFEROR:

SSS GROUP,
a California general partnership

By: _____
Print Name: SCOTT S. WEBB
Print Title: MANAGING PARTNER

RAMB GROUP,
a California general partnership

By: _____
Print Name: Matthew E. Webb
Print Title: Managing Partner

_____
IRENE WEBB SALYER, Trustee of the Ernest N. Webb Credit Trust dated May 16, 1985

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 4/7/23 before me, ANAHI ZENDEJAS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared SCOTT S WEBB,
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.

ANAHI ZENDEJAS
Notary Public - California
Riverside County
Commission # 2419833
My Comm. Expires Oct 8, 2026

Signature A Zendejas (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On February 8th 2023 before me, Anahi Zendejas, notary public
(insert name and title of the officer)

personally appeared Matthew E. Webb,
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.

ANAHI ZENDEJAS
Notary Public - California
Riverside County
Commission # 2419833
My Comm. Expires Oct 8, 2026

Signature A Zendejas (Seal)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On February 8th 2023 before me, Anahi Zendejas, notary public
(insert name and title of the officer)

personally appeared Irene Webb Salyer,
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.

ANAHI ZENDEJAS
Notary Public - California
Riverside County
Commission # 2419833
My Comm. Expires Oct 8, 2026

Signature A Zendejas (Seal)

CERTIFICATE OF ACCEPTANCE

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

The City of Perris, a municipal corporation, consents to the hereinabove irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication until such time the improvements are installed and accepted by the City. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

Dated 4/25/23

Nancy Salazar, City Clerk

ATTEST:

Judy L. Haughney, Assistant City Clerk

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

EXHIBIT "A"
A.P.N. 327-210-007
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THOSE PORTIONS OF LOTS 1529 AND 1530 OF ROMOLA FARMS NO. 16, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 12 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1529, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MAPES ROAD (60.00 FEET IN FULL-WIDTH) AS SHOWN ON SAID ROMOLA FARMS NO. 16, SAID SOUTHERLY RIGHT OF WAY LINE ALSO BEING SHOWN ON THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP NO. 910073, RECORDED MAY 6, 1959, RECORDS OF SAID STATE;

THENCE SOUTH 89°32'24" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 412.40 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BONNIE DRIVE (ALSO KNOWN AS CASE ROAD) (VARIABLE NORTHEASTERLY HALF-WIDTH) AS SHOWN ON SAID STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 00°27'36" EAST;

THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 100°37'45", AN ARC DISTANCE OF 43.91 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON SAID NORTHEASTERLY RIGHT OF WAY LINE;

THENCE THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE:

1) CONTINUING SOUTHEASTERLY ALONG SAID CURVE TO LEFT, THROUGH A CENTRAL ANGLE OF 37°19'18", AN ARC DISTANCE OF 16.28 FEET;

2) SOUTH 47°29'27" EAST, A DISTANCE OF 454.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 367.00 FEET;

3) SOUTHEASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 47°32'20", AN ARC DISTANCE OF 304.50 FEET;

4) NORTH 84°58'13" EAST, A DISTANCE OF 28.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 664.00 FEET, TO WHICH A RADIAL LINE BEARS SOUTH 4°59'53" WEST;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°30'41", AN ARC DISTANCE OF 434.72 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 3.00 FEET, MEASURED AT A RIGHT ANGLE, FROM SAID NORTHEASTERLY RIGHT OF WAY LINE;

THENCE NORTH 47°29'27" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 304.70 FEET;

THENCE NORTH 45°06'17" WEST, A DISTANCE OF 50.90 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 7,524 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

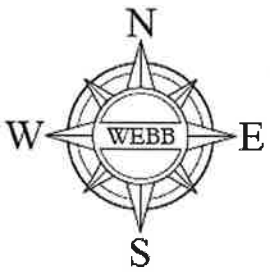
PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 11/05/21 Date

Prepared By: ALR
Checked By: MJ



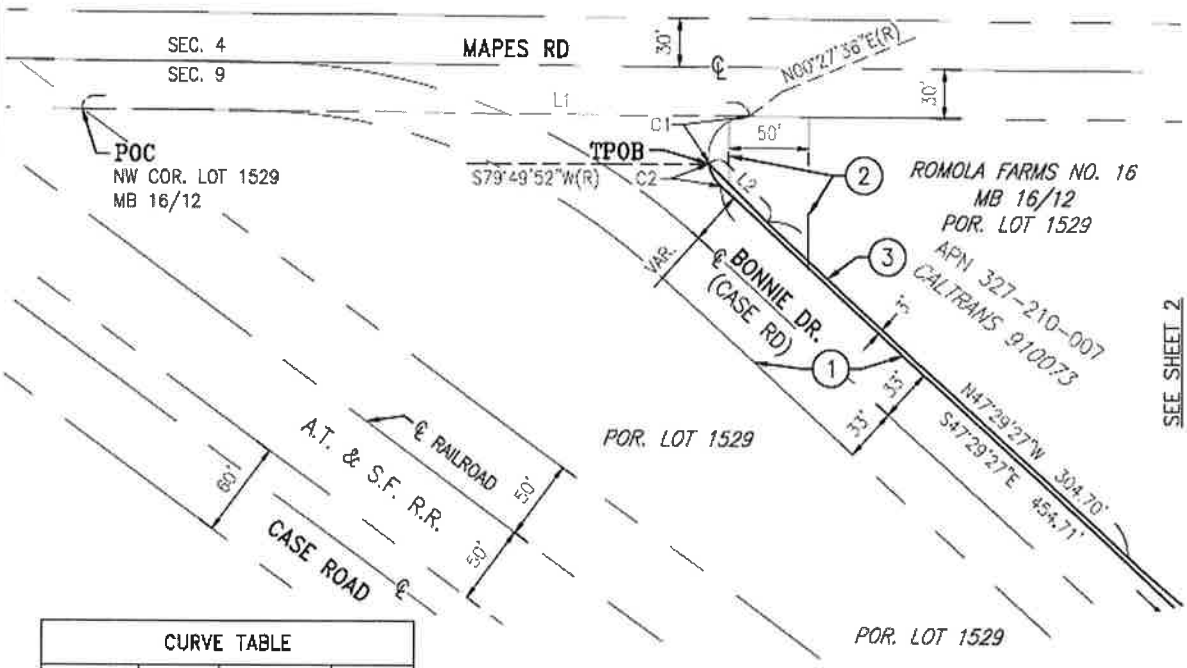
EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



FOR EASEMENT NOTES
SEE SHEET 3.



11/05/21



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	100°37'45"	43.91'
C2	25.00'	37°19'18"	16.28'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°32'24"E	412.40'
L2	N45°06'17"W	50.90'

1" = 100'

100 0 100

SEC. 9, T5S, R3W, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

H:\2020\20-0182\Drawings\Mapping\Legals & Plats\RW DEDICATION\20-0182 AREA15-RW11_PLAT.dwg 11/3/2021 6:00 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 3

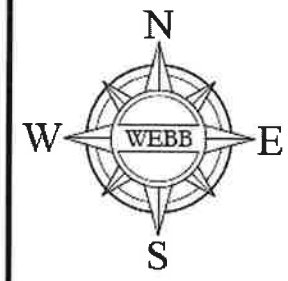
W.O. 20-0182

SCALE: 1"=100'

DRWN BY JCR DATE 01/21/21
CHKD BY LB DATE 11/05/21

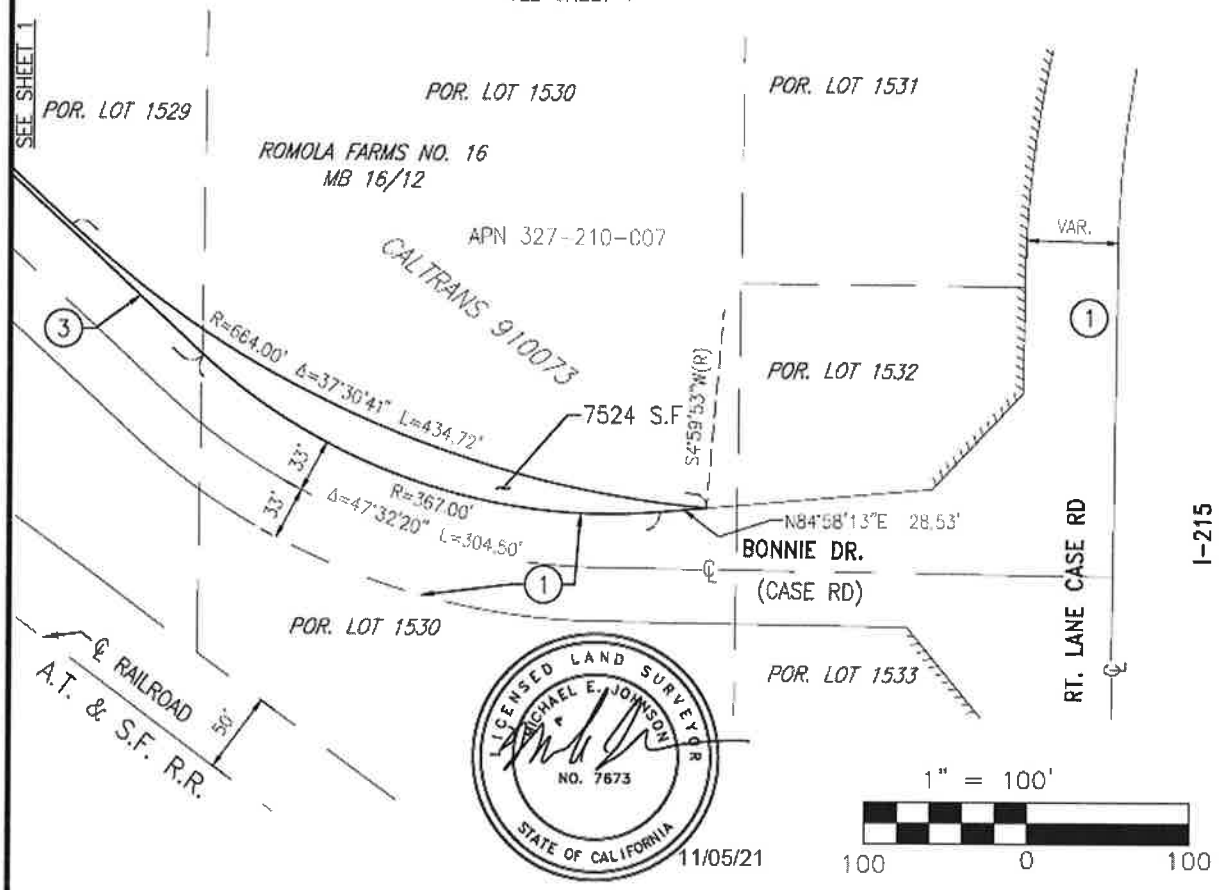
SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



FOR EASEMENT NOTES
SEE SHEET 3.

FOR CURVE & LINE TABLE,
SEE SHEET 1



SEC. 9, T5S, R3W, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

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SHEET 2 OF 3

W.O. 20-0182

SCALE: 1"=100'

DRWN BY JCR DATE 01/21/21
CHKD BY LB DATE 11/05/21

SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT "B"
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES

EASEMENT NOTES

(1) CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 10, 1960 AS INST. NO. 51677 OF OFFICIAL RECORDS.

(2) AN EASEMENT FOR SEWAGE TRANSMISSION AND COLLECTION FACILITIES AND INCIDENTAL PURPOSES, RECORDED APRIL 13, 1992 AS INSTRUMENT NO. 130224 OF OFFICIAL RECORDS, IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT.

(3) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED MAY 18, 1928 IN BOOK 765 OF DEEDS, PAGE 306, IN FAVOR OF THE SOUTHERN SIERRAS POWER COMPANY.

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

11/05/21

SEC. 9, T5S, R3W, SBM

ALBERT A. WEBB ASSOCIATES	CITY OF PERRIS	
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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.	SHEET 3 OF 3	W.O. 20-0182
SCALE: N/A	DRWN BY ALR DATE 11/3/21 CHKD BY LB DATE 11/05/21	SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

EXHIBIT C

IRREVOCABLE OFFER OF DEDICATION

2024 IOD

2024-0090961

03/28/2024 02:38 PM Fee: $ 0.00

Page 1 of 18

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, Asst. City Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

20					R	A	Exam:		
Page	DA	PCOR	Misc	Long	RFD	1st Pg	Adtl Pg	Cert	CC
18									
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Space above this line for recorder's use only

Offer of Dedication-CH Realty IX-MC I Riverside Perris Airport Center, L.P.

Title of Document

APN(s): Portion of 330-090-034, 330-090-036, 330-090-038

TRA: _____

DTT: 0

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

ACR 208 (Rev. 05/2016) Available in Alternate Formats

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

OFFER OF DEDICATION

On this 13th day of February, 2024, CH Realty IX-MC I Riverside Perris Airport Center, L.P., irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 and Streets and Highways Code 1806, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, that certain portion of the real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 330-090-034, 330-090-036, and 330-090-038, that is identified and described in the Legal Description and maps attached hereto and incorporated herein as Exhibits "A", "B" and "C".

DATE: 3/12/2024

CH REALTY IX-MC I RIVERSIDE
PERRIS AIRPORT CENTER, L.P.,
a Delaware limited partnership

By: Perris Realty Partners I LLC,
a Delaware limited liability company
Its General Partner

By: CH Realty Partners CM, LLC,
a California limited liability company
Its Manager

By: Cyburt Holdings LLC,
a Delaware limited liability company
Its Member

By: _____
Name: Philip W. Cyburt
Title: Managing Member

By: Landstar Companies, LLC,
a California limited liability company
its Member

By: _____
Name: Michael Masterson
Title: Managing Member

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

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~~ Florida)
)
COUNTY OF Broward)

On March 12, 2024 before me, Vershaun Smith, Notary Public
Here, insert Name and Title of Officer

personally appeared Philip W Cyburt
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.

Vershaun Smith
Comm.: HH 164116
Expires: Aug. 11, 2025
Notary Public - State of Florida

Signature of Notary Public

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

DATE: 1/22/24

CH REALTY IX-MC I RIVERSIDE
PERRIS AIRPORT CENTER, L.P.,
a Delaware limited partnership

By: Perris Realty Partners I LLC,
a Delaware limited liability company
Its General Partner

By: CH Realty Partners CM, LLC,
a California limited liability company
Its Manager

By: Cyburt Holdings LLC,
a Delaware limited liability company
Its Member

By: _____
Name: Philip W. Cyburt
Title: Managing Member

By: Landstar Companies, LLC,
a California limited liability company
its Member

By: _____
Name: Michael Masterson
Title: Managing Member

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 1/23/24 before me, MI KYUNG KIM, Notary Public
Here, insert Name and Title of Officer

personally appeared Michael J Masterson
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.

MI KYUNG KIM
COMM. #2378217
Notary Public - California
Orange County
My Comm. Expires Nov. 1, 2025
NRO1 NRO1

Signature of Notary Public

70393039;9
4870-5008-5492.5
377341.00047
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70393039;14

CERTIFICATE OF ACCEPTANCE

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

The City of Perris, a municipal corporation, consents to the hereinabove Irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication until such time as the improvements are installed and accepted by the City. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 9/13/2024

CITY OF PERRIS INCORPORATED MAY 26, 1911 RIVERSIDE COUNTY, CA

City Clerk, Nancy Salazar

ATTEST:

Judy L. Haughney, Assistant City Clerk

CITY OF PERRIS INCORPORATED MAY 26, 1911 RIVERSIDE COUNTY, CA

EXHIBIT "A"
A.P.N. 330-090-034
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

A PORTION OF PARCEL 3 OF CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251 RECORDED ARRIL 7, 2017 AS INSTRUMENT NO. 2017-0140879, OFFICIAL RECORDS RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTH HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF SAID RIVERSIDE, SAID STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 24648, AS SHOWN BY MAP ON FILE IN BOOK 226, PAGES 88 THROUGH 100, INCLUSIVE, OF MAPS, RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 01°02'35" EAST ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 5, A DISTANCE OF 147.91 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 52.00 FEET, MEASURED AT A RIGHT ANGLE, TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF CASE ROAD (60.00 FEET IN FULL-WIDTH) AS DESCRIBED IN DEED TO RIVERSIDE COUNTY RECORDED MARCH 29, 1915 IN BOOK 406, PAGE 112 OF DEEDS;

THENCE CONTINUING NORTH 01°02'35" EAST ALONG SAID EASTERLY LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 63.79 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CASE ROAD;

THENCE NORTH 53°33'30" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1764.75 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 30.00 FEET, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF ELLIS ROAD (30.00 FEET HALF WIDTH SOUTHERLY) AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251;

THENCE NORTH 89°35'11" WEST ALONG SAID PARALLEL LINE AND SOUTHERLY RIGHT OF WAY LINE OF SAID ELLIS ROAD, A DISTANCE OF 160.96 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 3;

THENCE SOUTH 10°52'02" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 19.37 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 49.00 FEET, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID ELLIS ROAD;

EXHIBIT "A"
A.P.N. 330-090-034
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THENCE NORTH 89°35'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 72.78 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 65.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CASE ROAD;

THENCE SOUTH 53°33'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 394.08 FEET TO AN AGLE POINT THEREON;

THENCE SOUTH 55°05'55" EAST, A DISTANCE OF 483.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 52.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF CASE ROAD;

THENCE SOUTH 53°33'30" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 981.21 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2.40 ACRES, MORE OR LESS.

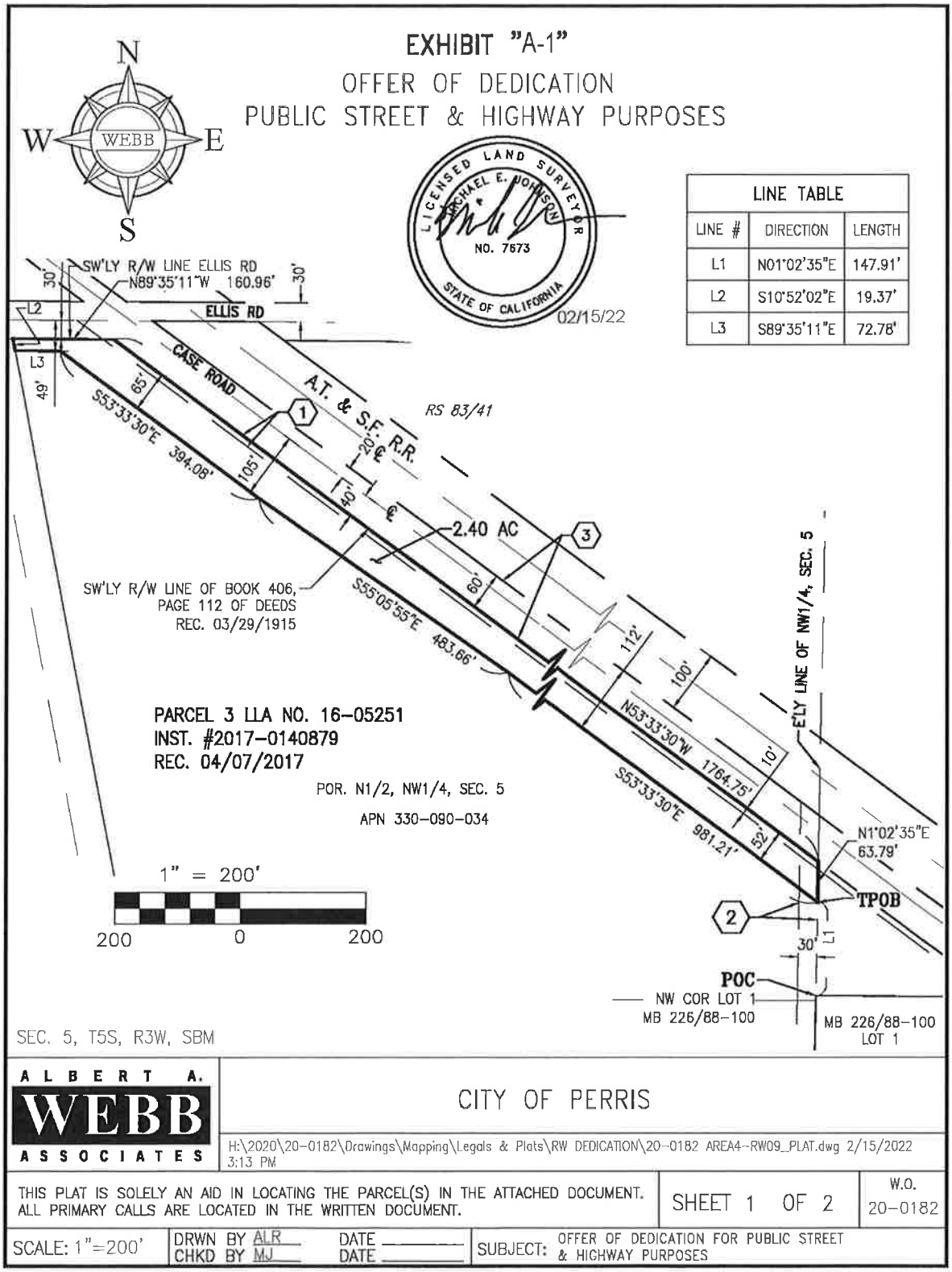
SEE PLAT ATTACHED HERETO AS EXHIBIT "A-1" AND MADE A PART

HEREOF. PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 02/15/22 Date

Prepared By: ALR
Checked By: MJ





ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

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THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O. 20-0182

SCALE: 1"=200'

DRWN BY ALR DATE

CHKD BY MJ DATE

SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

Exhibit A-1
-1-

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

EXHIBIT "A-1"

OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES

EASEMENTS & NOTES:

(1) AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED FEBRUARY 4, 1937 AS BOOK 313, PAGE 66 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN CALIFORNIA TELEPHONE COMPANY, A CORPORATION.

A DOCUMENT RECORDED MARCH 2, 1966 AS INSTRUMENT NO. 22434 OF OFFICIAL RECORDS PROVIDES THAT THE INTEREST OF THE EASEMENT HOLDER WAS TRANSFERRED TO CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION.

(2) AN EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS AND INCIDENTAL PURPOSES, RECORDED MAY 27, 1913 IN BOOK 377 OF DEEDS, PAGE 18, IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY.

(3) RIGHT OF WAY DEEDED TO RIVERSIDE COUNTY RECORDED MARCH 29, 1915 IN BOOK 406, PAGE 112 OF DEEDS.

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA
02/15/22

SEC. 32, T4S, R3W, SBM

ALBERT A. WEBB ASSOCIATES	CITY OF PERRIS	
	H:\2020\20-0182\Drawings\Mapping\Legals & Plats\RW DEDICATION\20-0182 AREA4-RW09_PLAT.dwg 1/26/2022 10:25 AM	
THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.	SHEET 2 OF 2	W.O. 20-0182
SCALE: N/A	DRWN BY ALR DATE _____ CHKD BY MEJ DATE _____	SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

EXHIBIT "B"
A.P.N. 330-090-036
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OF CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251 RECORDED ARRIL 7, 2017 AS INSTRUMENT NO. 2017-0140879, OFFICIAL RECORDS RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTH HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF SAID RIVERSIDE, SAID STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 5, SAID POINT BEING ON THE CENTERLINE OF ELLIS AVENUE (30.00 FEET HALF WIDTH SOUTHERLY) AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251;

THENCE SOUTH 89°35'11" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1002.96 FEET TO A POINT THEREON, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT CERTAIN MEMORANDUM OF LEASE RECORDED AUGUST 01, 1978 AS INSTRUMENT NO. 1978-160489 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 10°52'02" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 30.59 FEET FOR THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ELLIS AVENUE;

THENCE CONTINUING SOUTH 10°52'02" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 19.37 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 49.00 FEET, MEASURED AT A RIGHT ANGLE, TO THE CENTERLINE OF SAID ELLIS AVENUE;

THENCE SOUTH 89°35'11" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 50.99 FEET TO A POINT ON THE WESTERLY LINE OF PARCEL 3 AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251;

THENCE NORTH 10°52'02" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 19.37 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF ELLIS AVENUE;

EXHIBIT "B"
A.P.N. 330-090-036
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THENCE NORTH 89°35'11" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.99 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 969 SQUARE FEET, MORE OR LESS.

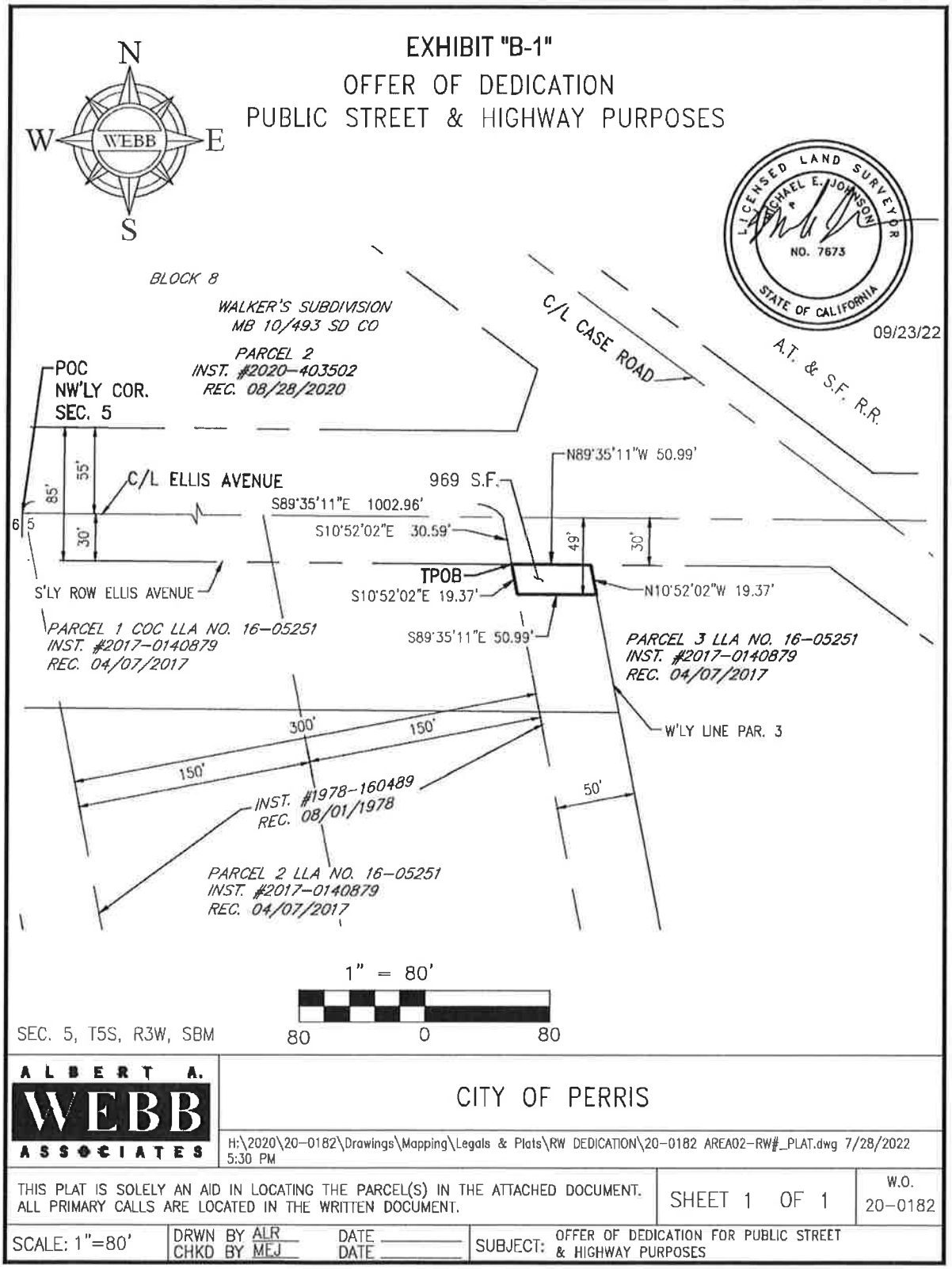
SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 09/23/22 Date

Prepared By: ALR
Checked By: MJ





ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

H:\2020\20-0182\Drawings\Mapping\Legals & Plats\RW DEDICATION\20-0182 AREA02-RW#_PLAT.dwg 7/28/2022 5:30 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 20-0182

SCALE: 1"=80'

DRWN BY ALR DATE

CHKD BY MEJ DATE

SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

EXHIBIT "C"
A.P.N. 330-090-038
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

BEING A PORTION OF PARCEL 1 OF CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251 RECORDED ARRIL 7, 2017 AS INSTRUMENT NO. 2017-0140879, OFFICIAL RECORDS RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF GOVERNMENT LOT 2 LYING WITHIN THE NORTH HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF PERRIS, COUNTY OF SAID RIVERSIDE, SAID STATE OF CALIFORNIA, AS SHOWN BY UNITED STATES GOVERNMENT SURVEY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID SECTION 5, SAID POINT BEING ON THE CENTERLINE OF ELLIS ROAD (30.00 FEET HALF WIDTH SOUTHERLY) AS SHOWN ON SAID CERTIFICATE OF COMPLIANCE-LOT LINE ADJUSTMENT NO. 16-05251;

THENCE SOUTH 89°35'11" EAST ALONG SAID CENTERLINE, A DISTANCE OF 1002.96 FEET TO A POINT THERE ON, SAID POINT BEING ON THE NORTHEASTERLY LINE OF THAT CERTAIN MEMORANDUM OF LEASE RECORDED AUGUST 01, 1978 AS INSTRUMENT NO. 1978-160489 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 10°52'02" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 30.59 FEET FOR THE **TRUE POINT OF BEGINNING,** SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID ELLIS ROAD;

THENCE SOUTH 10°52'02" EAST ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 19.37 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT SOUTHERLY 49.00 FEET, MEASURED AT A RIGHT ANGLE, TO SAID CENTERLINE;

THENCE NORTH 89°35'11" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 84.75 FEET;

THENCE NORTH 81°52'13" WEST, A DISTANCE OF 141.51 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY;

EXHIBIT "C"
A.P.N. 330-090-038
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

THENCE SOUTH 89°35'11" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, A DISTANCE OF 221.19 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 2906 SQUARE FEET, MORE OR LESS.

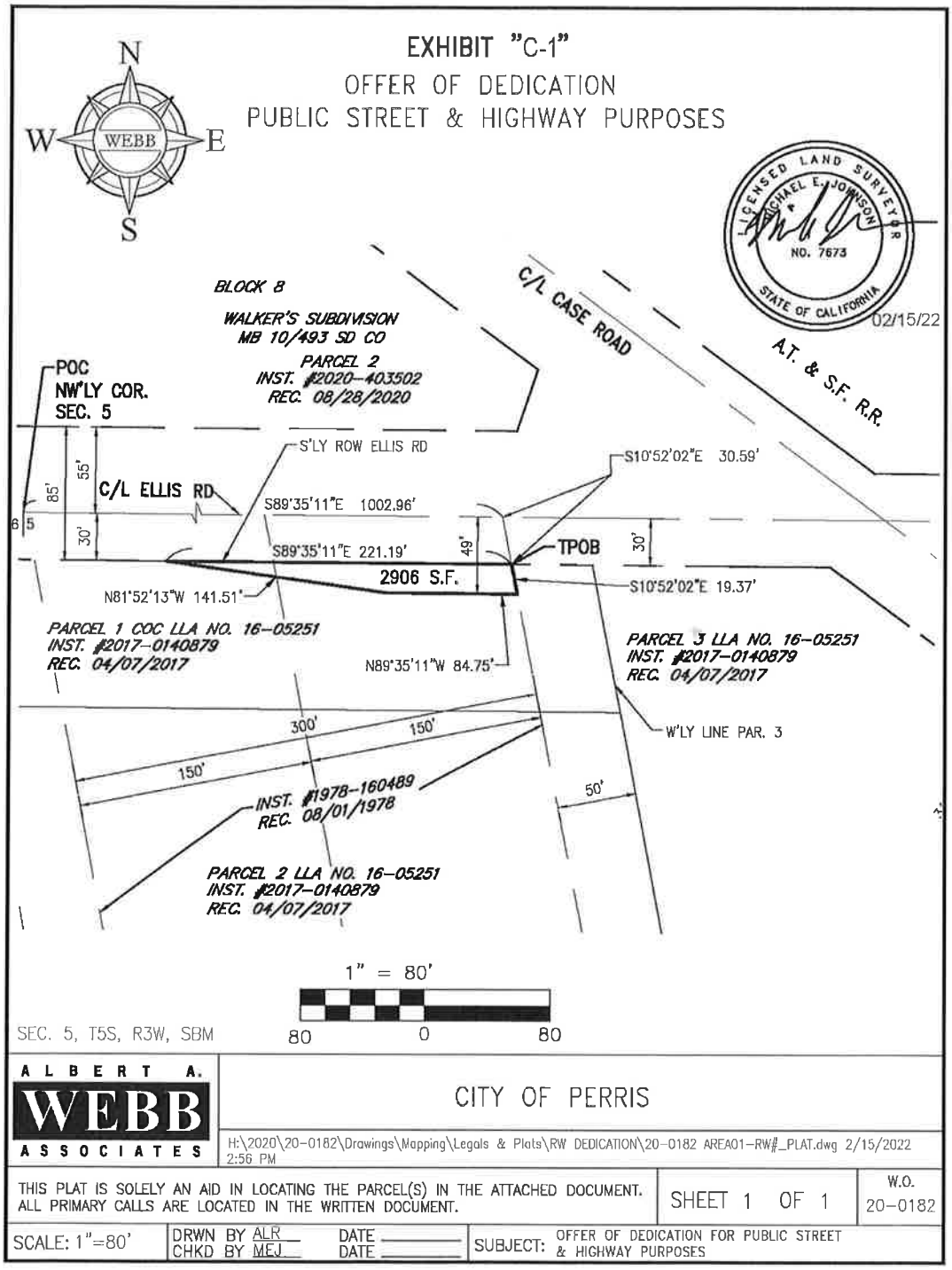
SEE PLAT ATTACHED HERETO AS EXHIBIT "C-1" AND MADE A PART

HEREOF. PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 02/15/22 Date

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
NO. 7673
STATE OF CALIFORNIA

Prepared By: ALR
Checked By: MJ



ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

H:\2020\20-0182\Drawings\Mapping\Legals & Plats\RW DEDICATION\20-0182 AREA01-RW#_PLAT.dwg 2/15/2022 2:56 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O. 20-0182

SCALE: 1"=80'

DRWN BY ALR DATE

CHKD BY MEJ DATE

SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

70393039;9
4870-5008-5492.5
377341.00047
70393039;11
70393039;14

EXHIBIT E

IRREVOCABLE OFFER OF DEDICATION

2023-003 IOD

This instrument filed for record
by First American Title Company
as an accommodation
only it has not been examined
as to its execution
or its effect upon the title

DOC # 2023-0034440
02/06/2023 12:25 PM Fees: $0.00
Page 1 of 5
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Receipted by: CRISTINA #7700

FREE RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO:
Attn: Judy L. Haughney, Asst. City Clerk
101 N. "D" Street
Perris, CA 92570

0936856

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

A.P.N. 330-110-014
A.P.N. 330-110-022
A.P.N. 330-110-023

DTT: $0.00

OFFER OF DEDICATION

On this 22 day of December, 2022, PHYLLIS M. RODEFFER, TRUSTEE OF THE PHYLLIS M. RODEFFER FAMILY TRUST U/D/T DATED OCTOBER 16, 2003, irrevocably offers for dedication to the CITY OF PERRIS, a municipal corporation, pursuant to the provisions of California Government Code Section 7050 and Streets and Highways Code 1806, for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, a fee interest in that certain portion of the real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 330-110-014, 022 & 023, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

PHYLLIS M. RODEFFER FAMILY TRUST
U/D/T DATED OCTOBER 16, 2003

By: Phyllis M. Rodeffer
Print Name: Phyllis M. Rodeffer
Print Title: Trustee

4876-8832-4413
377341

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 12/22/2022, before me, C. Mier,
(insert name of notary)
Notary Public, personally appeared Phyllis M. Rodeffer,
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.

C. MIER
Notary Public - California
Orange County
Commission # 2331260
My Comm. Expires Aug 6, 2024

Signature _____ (Seal)

4876-8832-4413
37734

CERTIFICATE OF ACCEPTANCE

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

The City of Perris, a municipal corporation, consents to the hereinabove irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication until such time the improvements are installed and accepted by the City. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

Dated 1/9/2023

Nancy Salazar, City Clerk

ATTEST:

Judy L. Haughney, Assistant City Clerk

CITY OF PERRIS INCORPORATED MAY 26, 1911 RIVERSIDE COUNTY, CA

CITY OF PERRIS INCORPORATED MAY 26, 1911 RIVERSIDE COUNTY, CA

4876-8832-4413
377341

EXHIBIT "A"
A.P.N. 330-110-014
A.P.N. 330-110-022
A.P.N. 330-110-023
OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES
LEGAL DESCRIPTION

BEING THE NORTHEASTERLY 15.00 FEET OF LOTS 4 AND 53 OF TRACT NO. 24648, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 226, PAGES 88 THROUGH 100 INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED DECEMBER 28, 1990 AS INSTRUMENT NO. 467487 OF OFFICIAL RECORDS, IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN.

CONTAINING 15,195 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION

Michael E. Johnson, L.S. 7673 — 02/25/22 Date

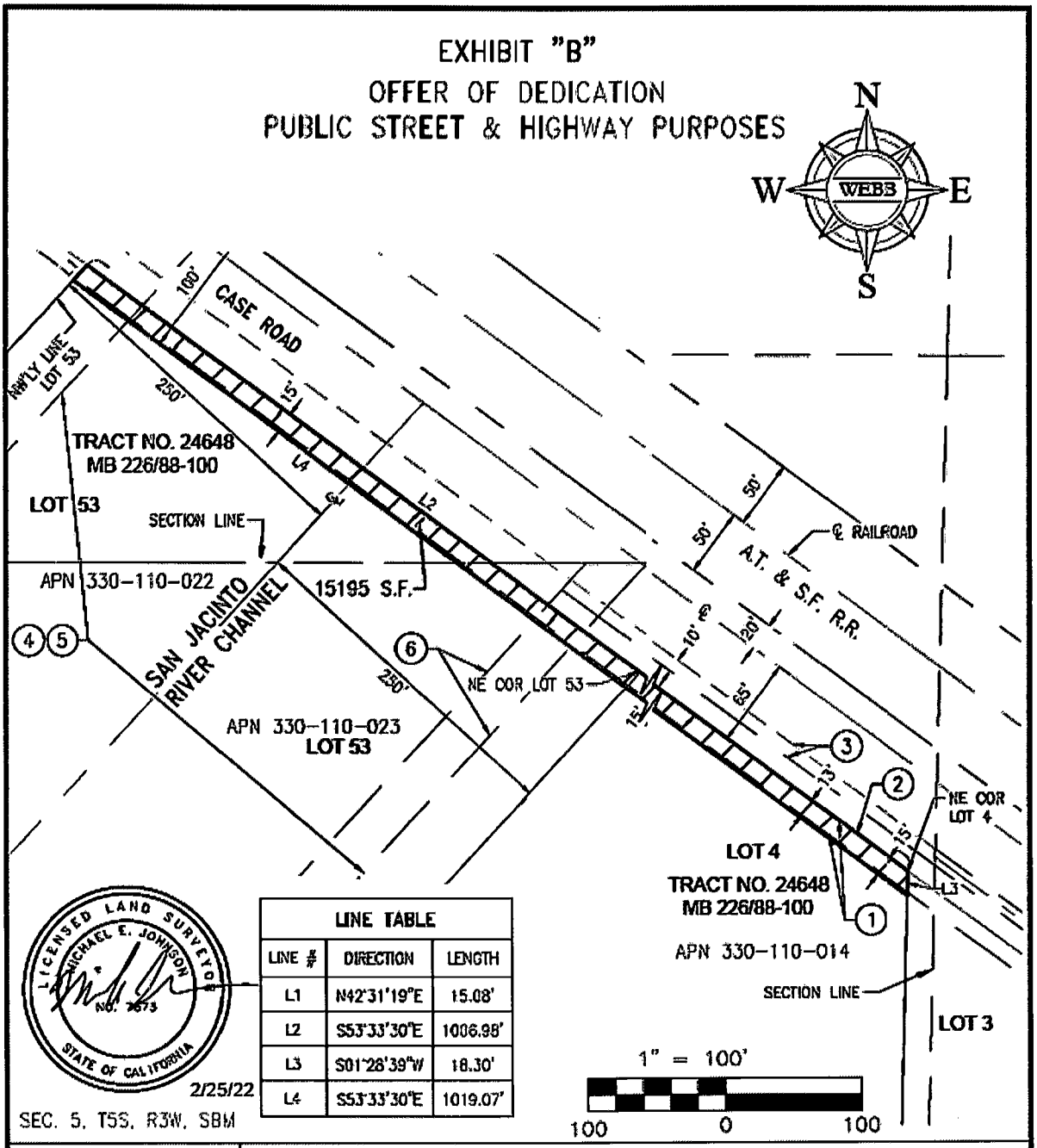
Prepared By: ALR
Checked By: MJ



4876-8832-4413
377341

EXHIBIT "B"

OFFER OF DEDICATION
PUBLIC STREET & HIGHWAY PURPOSES



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N42°31'19"E	15.08'
L2	S53°33'30"E	1006.98'
L3	S01°28'39"W	18.30'
L4	S53°33'30"E	1019.07'

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
No. 7573
STATE OF CALIFORNIA
2/25/22

1" = 100'
100 0 100

SEC. 5, T5S, R3W, SBM

ALBERT A. WEBB ASSOCIATES

CITY OF PERRIS

\\elsinore\WD4\2020\20-0182\Drawings\Mapping\Legals & Plats\ROW DEDICATION\20-0182 AREA12-RAD2_PLAT.dwg 2/25/2022 12:42 PM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 2

W.O. 20-0182

SCALE: 1"=100'

DRWN BY ALR DATE 11/3/21
CHKD BY MJ DATE 2/25/22

SUBJECT: OFFER OF DEDICATION FOR PUBLIC STREET & HIGHWAY PURPOSES

4876-8832-4413
377341

EXHIBIT D

IRREVOCABLE OFFER OF DEDICATION

2016 IOD

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

City of Perris

AND WHEN RECORDED MAIL TO:

City of Perris
Attn: Judy L. Haughney, Records Clerk
101 N. D Street
Perris, CA 92570
*Exempt from recording Fee, per
Government Code Section 6103

2016-0370409

08/29/2016 10:14 AM Fee: $ 0.00

Page 1 of 10

Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

g	Cert	CC

778

Space above this line for recorder's use only

Offer of Dedication-RCTC-APN 327-200-018

Title of Document

TRA: _____

DTT: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

RECORDING REQUESTED BY:

City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

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

(THIS SPACE FOR RECORDER'S USE ONLY)

OFFER OF DEDICATION

On this 5th day of July, 2016 the **Riverside County Transportation Commission, a county transportation commission** irrevocably offers for dedication to the **City of Perris, a municipal corporation**, pursuant to the provisions of the California Government Code Section 7050, Streets and Highways Code 1806 for public street and highway purposes, together with all right to construct and maintain utilities, sewers, drains and other improvements consistent with the use as a public street and highway, that real property located in the City of Perris, County of Riverside, State of California APN No. 327-200-018 (portion) and more particularly described on Exhibits "A" and "B" attached hereto, and by this reference made a part hereof.

Date: 7-5-2016

Grantor:

RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
A COUNTY TRANSPORTATION COMMISSION

By: John Standiford
Anne Mayer
for
Its: Executive Director

NOTARY ACKNOWLEDGEMENT

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 7-5-16 **, before me,** Gina Gallagher **, a Notary Public, personally appeared** John Standiford **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 acknowledge to me that he/she/~~they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.**

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

GINA GALLAGHER
Commission # 2019355
Notary Public - California
Riverside County
My Comm. Expires Apr 12, 2017

COUNTY OF RIVERSIDE)
CITY OF PERRIS)

The City of Perris, a municipal corporation, consents to the hereinabove irrevocable Offer of Dedication, provided, however, this consent does not constitute acceptance of said Offer of Dedication until such time the improvements are installed and accepted by the City. The undersigned officer consents on behalf of the City Council pursuant to authority conferred by Resolution Number 1200 adopted on April 9, 1984 and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 8/23/16

Nancy Salazar, City Clerk

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

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 August 23, 2016 before me, Judy Haughney, Deputy Clerk
(insert name and title of the officer)

personally appeared Nancy Salazar, City Clerk,
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 Judy L. Haughney (Seal)

CITY OF PERRIS
INCORPORATED
MAY 26, 1911
RIVERSIDE COUNTY, CA

EXHIBIT "A"

Legal Description of the Property

(attached behind this page)

7-26-16

Perris Valley Project 09-0461
APN: 327-200-018

July 14, 2016
Sheet 1 of 2

EXHIBIT A
LEGAL DESCRIPTION
MAPES ROAD ACCESS DEDICATION

Real property situated in the City of Perris, County of Riverside, State of California, being a portion of that certain parcel of land described in Exhibit "A" of Final Oder of Condemnation, Riverside County Transportation Commission v. Intex Properties Perris Valley Corp., a California Limited Partnership, Riverside County Superior Court Case No. RIC 1214747, recorded July 17, 2014 as Document No. 2014-0265748, in the Office of the Riverside County, Recorder, described as follows:

COMMENCING at a 1-1/4-inch iron pipe tagged, "RCE 12116", accepted as the west one-quarter corner of Section 4, Township 5 South, Range 3 West, San Bernardino Base and Meridian, as shown on that certain Tract Map No. 24648, filed on November 15, 1990, in Book 226 of Maps, at Pages 88 through 100, in said Office of the County Recorder;

Thence along the west line of said Section 4, South 01°28'39" West, 168.00 feet to a point on the northeasterly right-of-way line (100 feet wide) of Riverside County Transportation Commission (formerly known as the Atchison, Topeka and Santa Fe Railroad), and described as Parcel 38 in that certain Grant Deed and Grant of Easement, recorded March 30, 1993, as Instrument No. 116807, in said Office of the County Recorder;

Thence leaving said west line of Section 4 and along the said northeasterly right-of-way line, South 53°33'28" East, 4196.58 feet to a point on the north line of Mapes Road (60 feet wide) as shown on that certain map entitled, "Romola Farms No. 16", filed on August 10, 1927, in Book 16 of Maps, at Page 12, in said Office of the County Recorder;

Thence along said north line, South 89°32'14" East, 68.60 feet to the **TRUE POINT OF BEGINNING;**

Thence leaving said north line, North 36°26'32" East, 86.38 feet;

Thence at a deflection angle of 45° to the left, North 08°33'28" West, 28.28 feet;

Thence at a deflection angle of 45° to the right, North 53°33'28" West, 148.79 feet;

Thence at right angles, North 36°26'32" East, 90.00 feet to the northeasterly line of said parcel;

Thence along the said northeasterly line, South 53°33'28" East, 255.50 feet to the beginning of a curve to the right, concave southwesterly, having a radius of 1045.00 feet;

Thence along said curve through a central angle of 06°31'52", an arc distance of 119.12 feet;

Thence tangent to said last curve, South 47°01'36" East, 48.32 feet to a point on the said north line of Mapes Road;

Thence along said north line, North 89°32'14" West, 313.36 feet to the **TRUE POINT OF BEGINNING.**

Containing an area of 41,127 square feet, or 0.94 acres, more or less, measured in ground distances, as shown on the Plat, Exhibit "B" to Accompany Legal Description, attached and made a part hereof.

H:\Projects\SCR090461\Survey\Boundary\Legal Descriptions\Mapes Rd Access Dedication.doc, 14-July-2016

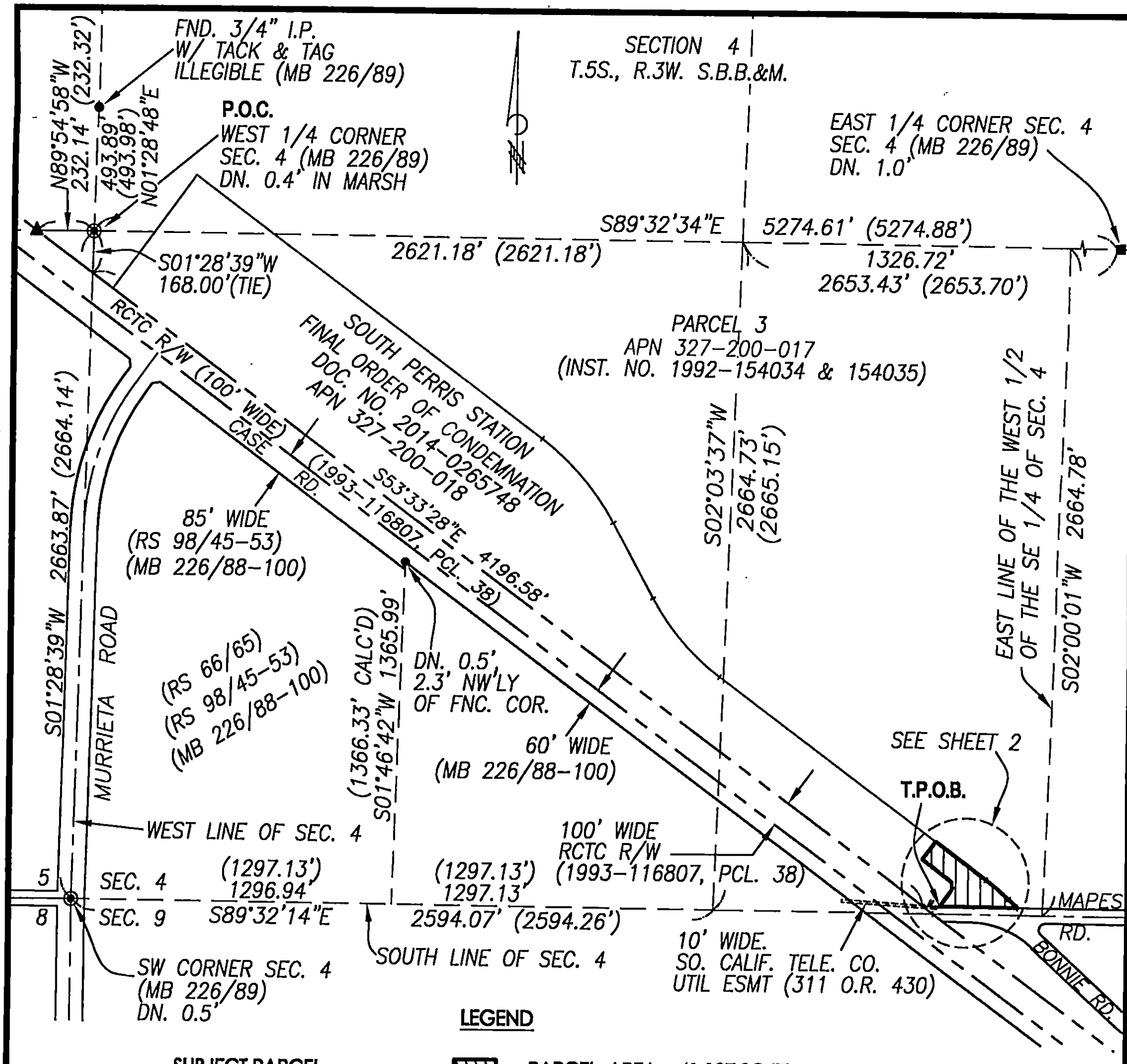
Bearings used in this description and its accompanying plat are based upon the California Coordinate System, Zone 6, North American Datum of 1983, epoch 2007.00. Distances are in grid. To obtain ground distances, multiply distances by the scale factor of 1.000080056.

SUBJECT TO a 10-foot wide right-of-way easement to Southern California Telephone Company as described in that certain document recorded February 8, 1937, in Book 311 of Official Records, at Page 430, in said Office of the County Recorder.

7/14/16

Prepared by: James A. Drenon, PLS
PLS No. 6153
Exp. 3-31-18





LEGEND

———	SUBJECT PARCEL	▭	PARCEL AREA = 41,127 SQ.FT.
———	STREET RIGHT OF WAY OR PROPERTY LINE	P.O.C.	POINT OF COMMENCEMENT
— — —	RCTC RIGHT OF WAY	T.P.O.B.	TRUE POINT OF BEGINNING
( )	RECORD DATA	◉	FD. 1-1/4" IRON PIPE, TAGGED "RCE 12116" PER (MB 226/88-100)
		●	FD. 1" IRON PIPE, NO TAG PER (MB 226/88-100)
		▲	FD. 3/4" IRON PIPE, NO TAG PER (MB 226/88-100)
		■	FD. 3/4" IRON PIPE, TAGGED "LS 3962" PER (MB 226/88-100)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

600' 0 300' 600' 1200'

RAIL SURVEYORS & ENGINEERS, INC.
1075 Old County Road
Belmont, CA 94002

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PUBLIC ACCESS AND R/W DEDICATION
MAPES ROAD

Date:	06/16/16
Scale:	1"=600'
By:	JD
Sheet No.:	1 OF 2
Rev:	

SECTION 4
T.5S., R.3W. S.B.B.&M.

PARCEL 3
APN 327-200-017
(INST. NO. 1992-154034)
(NST. NO. 1992-154035)

SOUTH PERRIS STATION
FINAL ORDER OF CONDEMNATION
DOC. NO. 2014-0265748
APN 327-200-018,

S36°26'32"W 90.00'
S53°33'28"E 148.79'
S53°33'28"E 255.50'
R=1045.00'
Δ=06°31'52"
L=119.12'
S47°01'36"E 48.32'
S89°32'14"E 102.22'(TIE)
N89°32'14"W 313.36'
N08°33'28"W 28.28'
N36°26'32"E 86.38'
T.P.O.B.
S89°32'14"E 68.60'(TIE)
S53°33'28"E 4196.58'
10' WIDE UTIL. ESMT SO. CALIF. TELE. CO. (311 O.R. 430)
EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF SEC. 4
S02°00'01"W 2664.78'
S89°32'14"E 442.06'
30'
30'
SOUTH LINE OF SEC. 4
MAPES RD.
S53°33'28"E 51.06'(TIE)
CASE RD. (60' WIDE)
100' (1993-116807, PARCEL 38) RCTC R/W
BONNIE RD.

PREPARED BY ME OR UNDER MY DIRECTION:

LICENSED LAND SURVEYOR
JAMES A. DREYER
No. LS 6153
Exp. 3-31-18
STATE OF CALIFORNIA

DATE: 7-14-16

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

LEGEND

———	SUBJECT PARCEL	▨	PARCEL AREA = 41,127 SQ.FT.
———	STREET RIGHT OF WAY OR PROPERTY LINE	T.P.O.B.	TRUE POINT OF BEGINNING
		( )	RECORD DATA
- - - - -	RCTC RIGHT OF WAY	RCTC	RIVERSIDE COUNTY TRANSPORTATION COMMISSION

100' 0 50' 100' 200'

RAIL SURVEYORS & ENGINEERS, INC.
1075 Old County Road
Belmont, CA 94002

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PUBLIC ACCESS AND R/W DEDICATION
MAPES ROAD

Date:	06/16/16
Scale:	1"=100'
By:	JD
Sheet No.:	2 OF 2
Rev:	

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

11.A

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving Annexation of CUP 24-05152 to the City's Maintenance Districts. CUP 24-05152 is located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. Owner(s): In-N-Out Burgers, Inc., APN(s): 311-050-053.

REQUESTED ACTION: That the City Council:

1. Open a Public Hearing on Annexation of CUP 24-05152 to the City's Maintenance District No. 84-1 (Streetlights), Landscape Maintenance District No. 1 (Landscaping), and
Flood Control Maintenance District No. 1

2. Open 3 Ballots (one for each maintenance district annexation)

3. Adopt 3 Resolutions Ordering the Annexation of CUP 24-05152 to the City's Maintenance District No. 84-1, Landscape Maintenance District No. 1 and Flood Control Maintenance
District No. 1, Approving the Engineer's Reports, and the Levying of the Fiscal Year 2026-2027 Assessments

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Location Map.) On September 29, 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 November 10, 2026.

BUDGET (or FISCAL) IMPACT:

The proposed maximum annual assessments are levied on the property within the annexation territory. 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)	$240.18
Landscape Maintenance District No. 1 (Landscaping) - Parkways	$2,002.13
Flood Control Maintenance District No. 1	$1,125.37
Total Maximum Annual Assessment	$3,367.68

Prepared By: Alondra Pelayo, Administrative Technician I

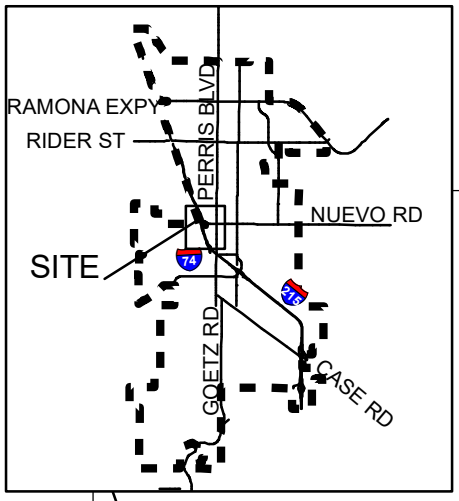
Attachments:
1. - LOCATION MAP.pdf
2.- Annexation Resolution for MD 84-1.pdf
3. - Annexation Resolution for LMD No. 1.pdf
4. - Annexation Resolution for FCMD No. 1.pdf

Attachment No. 1

Location Map

ANNEXATION OF CUP 24-05152 TO MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

SITE LOCATION



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Project: Better Buzz Coffee Roasters

Facility	Maximum Annual Assessment
Street lights & Traffic Signals	$240.18
Landscaping Maintenance - Parkways	2,002.13
Flood Control Facilities	1,125.37
Total Maximum Annual Assessment	$3,367.68

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 CUP 24-05152 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 29th day of September 2026, adopt its Resolution of Intention Number 6847 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 6847 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 6847, 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 6847, 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 September.

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 10th day of November, 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 10th day of November, 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 CUP 24-05152 TO BENEFIT ZONE 205, 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 29th day of September 2026, adopt its Resolution of Intention Number 6850 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 6850 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 6850, 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 6850, 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 September.

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 10th day of November, 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 10th day of November, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachment No. 4

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 24-05152 TO BENEFIT ZONE 145, 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 29th day of September 2026, adopt its Resolution of Intention Number 6851 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 6851, 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 6851, 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 6851, 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 10th day of November, 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 10th day of November, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

11.B

MEETING DATE: November 10, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) approving the annexation of parcels 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, in the Commercial Community (CC) Zone. Owner(s): In-N-Out Burgers, Inc., APN(s): 311-050-053.

REQUESTED ACTION: That the City Council:

- Open a public hearing on Annexation No. 18 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. 18 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 18
- Conduct the Special Election relating to Annexation No. 18
- 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. 18, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Boundary Map.)

At its meeting on September 29, 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. 6852 ("Resolution of Intention"), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to November 10, 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 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 18 Reso PH-Calling Election (to City).docx
3. Perris CFD 1-S Annex 18 Reso PH - Certify Election (to City).docx

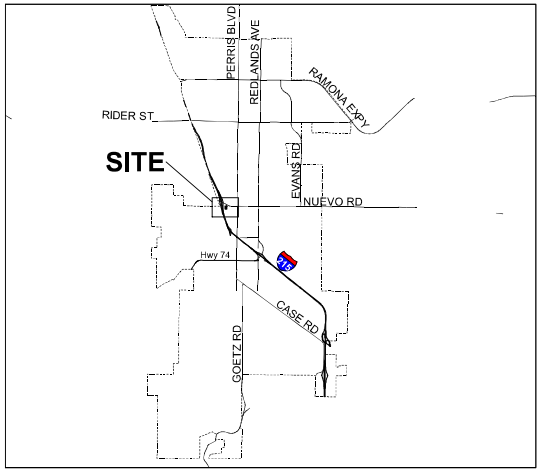
Attachment No. 1

Boundary Map

ANNEXATION MAP NO. 18 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	311-050-053

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 20__.

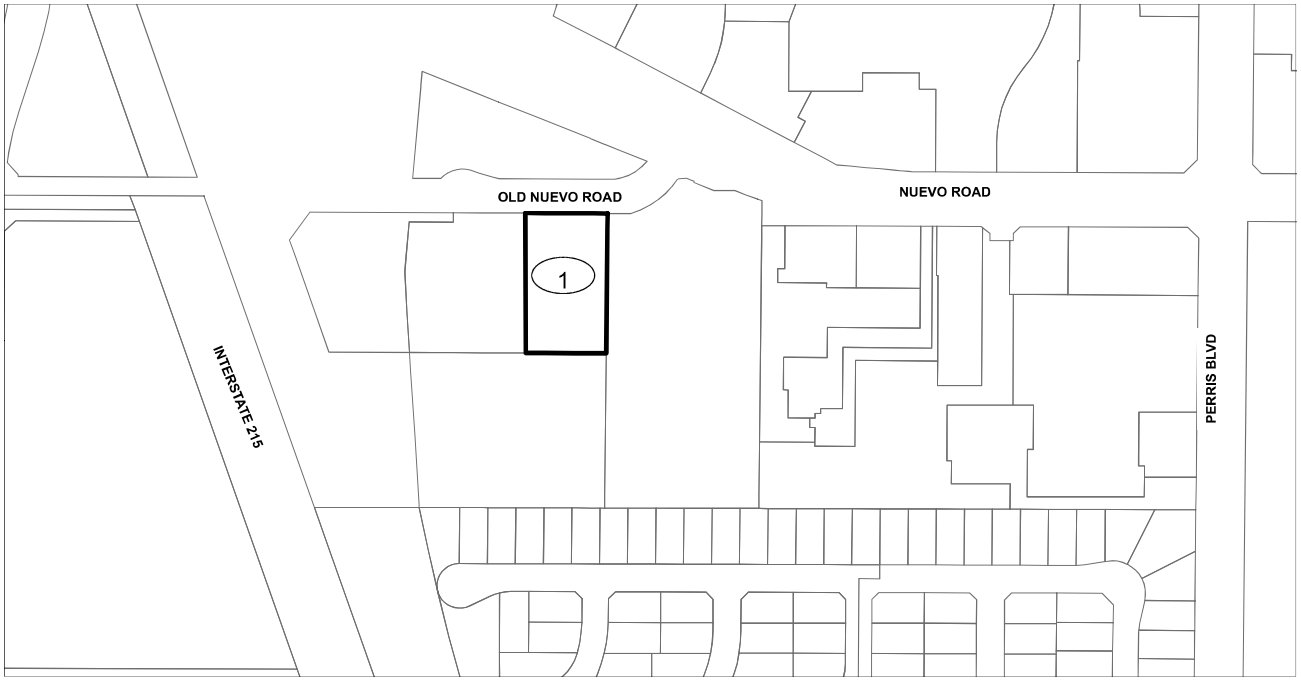
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 18, TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, 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

- 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 No. 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. 18 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 18

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 September 29, 2026, has heretofore adopted its Resolution No. 6852 (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 November 10, 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 November 10, 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 November 10, 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. 18." 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. 18 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. 18 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 100, Page 30 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2026-0310856).

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. 18 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 November 10, 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. 18 during each of the ninety (90) days preceding the closing of the November 10, 2026 public hearing regarding the levy of the special tax on the territory within Annexation No. 18 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 November 10, 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.

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 10th day of November, 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 10th day of November, 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. 18

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. 18

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

November 10, 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 In-N-Out Burgers, A California Corporation, as owner or authorized representative of such sole owner of 1.21 acres of the land within Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 18 (the "Property") and represents two (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. 1-S (South Perris Public Services) of the City of Perris, Annexation No. 18 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 for Special Election to be adopted on November 10, 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. 18 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: **2**

Property Owner: **In-N-Out Burgers, A California Corporation**

By: _____

Attachment No. 3

Resolution Declaring Results of 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. 18 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 18 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 November 10, 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. 18" (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. 6852 adopted on September 29, 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 November 10, 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 November 10, 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 November 10, 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 November 10, 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 10th day of November, 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 10th day of November, 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. 18

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 November 10, 2026, held in:

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, ANNEXATION NO. 18

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 10th day of November, 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. 18

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. 18, Special Election, November 10, 2026	2	_____	_____	_____

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. 18 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 for Special Election to be adopted on November 10, 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. 18 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

CITY COUNCIL
AGENDA SUBMITTAL

11.C

MEETING DATE: November 10, 2026

SUBJECT: Consideration to Adopt Proposed Resolution Number (next in order) and Introduce and Conduct the First Reading by Title Only of Proposed Ordinance Number (next in order) regarding Specific Plan Amendment 26-00003 and Zoning Code Text Amendment 26-00005 – 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 establish locational standards for fueling service stations citywide. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number (next in order), finding that Specific Plan Amendment 26-00003 is not a project within the meaning of the California Environmental Quality Act (CEQA), and that alternatively, the proposed amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3) (Common Sense Exemption); and approving Specific Plan Amendment 26-00003 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to establish locational standards for fueling service stations citywide, based on the findings contained herein.

Introduce Ordinance Number (next in order) finding that Zoning Code Text Amendment 26-00005 is not a project within the meaning of the California Environmental Quality Act (CEQA), and that alternatively, the proposed amendment is exempt from the provisions of the CEQA Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption); and approving Zoning Code Text Amendment 26-00005 to amend Title 19 (Zoning Code) of the Perris Municipal Code to establish locational standards for fueling service stations citywide, based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On April 28, 2026, the City Council unanimously voted 5-0 to direct staff to initiate a Code Amendment to consider limiting fueling service stations to two per intersection and prohibiting fueling service stations within 200 feet of residentially zoned properties. The City Council provided this direction after staff presented examples of how other California cities have regulated new fueling service stations. The proposed updates are prompted by the anticipated increase in active fueling service stations in the City from 23 to 31, due to 8 previously approved stations for which construction has not yet commenced, as well as one (1) additional gas station application currently undergoing the entitlement process (see Attachment 3).

On October 7, 2026, the Planning Commission voted 4-0 (Ayes: Hammond, Shively, Lopez, and Jimenez; Absent: Menez) to recommend approval of the proposed Zoning Code Text Amendment and Specific Plan Amendment, consistent with the City Council's direction, with the following additional clarifications and modifications: (1) defining an intersection as two public streets abutting a fueling service station; (2) increasing the minimum separation distance from residentially zoned properties from 200 feet to 500 feet; and (3) establishing minimum separation distances of 1,000 feet from existing fueling service stations, churches, parks, and playgrounds. These recommendations are summarized in the table below:

Standard	City Council Direction	Planning Commission Recommendation
Limit per Intersection	2	2 (with clarification to the definition of intersection)
Distance to Residentially Zoned Property	200 feet	500 feet
Distance to Existing Fueling Service Station	None	1,000 feet
Distance to Existing Church, Park or Playground	None	1,000 feet

Additionally, the Planning Commission concurred with staff that fueling service station applications submitted after the effective date of this amendment would be subject to the proposed standards, while the following would be exempt from the proposed standards: 1) fueling service station applications already in the entitlement process, in recognition of investments made toward those applications; 2) existing and previously approved fueling service station projects; 3) improvements or modifications to existing fueling service stations, provided the existing setback between the fueling canopy and any residentially zoned property is maintained; and 4) existing and previously approved fueling service stations transitioning to clean fuel or electric vehicle charging facilities.

PROPOSED AMENDMENT

The proposed Zoning Code Text Amendment would establish Chapter 19.90 (Fueling Service Stations)

and amend Chapter 19.08 (Definitions), Chapter 19.36 (CN Zone), Chapter 19.38 (CC Zone), Chapter 19.44 (Industrial Zones), and Chapter 19.65 (Alcohol Beverage Sales Regulations) to revise the fueling service station definition and amend applicable provisions to reference the proposed fueling service station standards in new Chapter 19.90.

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). Together, the proposed amendments would establish consistent locational standards for fueling service stations throughout the City, including requirements addressing the concentration of stations at intersections and separation from residential properties and other specified uses.

Applicability of the Proposed Standards

The proposed standards would apply to the following:

- **New Applications:** All new applications for fueling service stations submitted after the effective date of the Ordinance would be subject to the proposed standards.

The proposed standards would not apply to the following:

- **Existing, Previously Approved, and In-Process Fueling Service Stations:** Existing fueling service stations, previously approved fueling service station projects, and fueling service station projects in-process for which applications were submitted before the effective date of the Ordinance would be exempt from the proposed standards. Improvements or modifications to existing fueling service stations or previously approved projects would be permitted, provided the existing setback between the fueling canopy and any residentially zoned property is maintained.
- **Clean Fuel and Electric Vehicle Charging:** Existing and previously approved fueling service stations that transition from fuel dispensing to clean fuel facilities and electric vehicle charging facilities would be exempt from the proposed standards.

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 (Attachment 6). 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 26-00005 and Specific Plan Amendment 26-00003 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 that, alternatively, the proposed amendments 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 approve Zoning Code Text Amendment 26-00005 to amend the Zoning Code, and Specific Plan Amendment 26-00003 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to establish locational standards for fueling service stations 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) amending the Zoning Code
2. Resolution No. (Next in Order) amending the PVCCSP, DPSP, GVSP, HVSP, NPSP, and RGSP
3. Existing, Approved, and In-Process Fueling Stations Maps and Tables
4. Planning Commission Staff Report without Exhibits- Dated October 7, 2026
5. City Council Staff Report without Exhibits- Dated April 28, 2026
6. Notice of Public Hearing

ATTACHMENT 1

Ordinance No. (Next in Order) amending the Zoning 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 26-00005 AMENDING CHAPTERS 19.08 (DEFINITIONS) 19.36 (CN ZONE), 19.38 (CC ZONE), AND 19.44 (INDUSTRIAL ZONES), 19.65 (ALCOHOL BEVERAGE SALES REGULATIONS), AND ADD CHAPTER 19.90 (FUELING SERVICE STATIONS) TO THE ZONING CODE, TITLE 19 OF THE PERRIS MUNICIPAL CODE TO ESTABLISH LOCATIONAL STANDARDS FOR SITING OF NEW FUELING SERVICE STATIONS IN THE CITY 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 26-00005 to establish locational standards for siting of new fueling service stations within the City; and

WHEREAS, Zoning Code Text Amendment 26-00005 and its attachments, (collectively hereafter referred to as "Zoning Code Text Amendment 26-00005") are proposed to amend Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), 19.44 (Industrial Zones), 19.65 (Alcohol Beverage Sales Regulations) and add Chapter 19.90 (Fueling Service Stations) to, the Zoning Code, Title 19 of the Perris Municipal Code, to establish locational standards to restrict the siting of new fueling service stations within the City; and

WHEREAS, the purpose of Zoning Code Text Amendment 26-00005 is to protect public health, safety, and general welfare from the adverse effects of overconcentration of ; and

WHEREAS, the City of Perris has experienced a substantial increase in existing and proposed fueling service stations, resulting in concerns regarding the overconcentration of such uses at key intersections and commercial corridors throughout the City; and

WHEREAS, fueling service stations involve the storage, handling, and dispensing of flammable fuels and other potentially hazardous materials, and the concentration of multiple fueling service stations at a single intersection or within a limited geographic area may increase the cumulative potential for traffic conflicts, pedestrian safety concerns, visual impacts, hazardous material exposure risks, and other land use compatibility issues; and

WHEREAS, the City finds that establishing a limitation of no more than two fueling service stations at any one intersection is intended to reduce undue concentrations of such uses, promote balanced commercial development, avoid the overconcentration of hazardous material uses, minimize potential

traffic and pedestrian hazards, discourage conditions that may contribute to visual deterioration or commercial blight, and protect the public health, safety, and welfare; and

WHEREAS, residentially zoned properties represent a sensitive land use that may be adversely affected by activities commonly associated with fueling service stations, including increased vehicle traffic, lighting, noise, odors, operational activity, and the storage and handling of fuel products; and

WHEREAS, the establishment of a separation requirement between new fueling service stations and residentially zoned properties is intended to provide an appropriate buffer between fueling service stations and sensitive residential uses, thereby reducing the potential for land use conflicts and protecting the public health, safety, convenience, comfort, and general welfare of nearby residents; and

WHEREAS, on October 7, 2026, the Planning Commission conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00005, and thereafter adopted Resolution No. 26-19 recommending that the City Council find a CEQA exemption and adopt said Zoning Code Text Amendment 26-00005; and

WHEREAS, on November 10, 2026, the City Council conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00005, and having done so, now sees fit and intends to find a CEQA exemption and adopt Zoning Code Text Amendment 26-00005 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 August 3, 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 26-00005 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 26-00005 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. Zoning Code Text Amendment 26-00005, by establishing locational standards for the siting of new fueling service stations within the City. No new use or development is permitted as part of this action and all future development proposals will remain subject to applicable zoning regulations and any required environmental review under CEQA.

Section 3. The City Council further finds as follows:

A. The proposed Zoning Code Text Amendment will establish locational standards for the siting of new fueling service stations within the City of Perris. The additional locational regulations, will enable the City to ensure that new fueling service stations are sited in appropriate locations to avoid undue concentrations of fueling service stations at intersections and to limit adverse impacts on residents that can arise from the placement of new fueling service stations in close proximity to residential zones, such as noise, traffic, lighting, odors, vibration, or other disturbances, and ensure that development occurs in a manner that protects nearby residents, businesses, and sensitive land uses while supporting orderly economic development. All new fueling service station development projects (i.e., projects entitled after effectiveness of Zoning Code Text Amendment 26-00005) will be subject to the locational standards of Zoning Code Text Amendment 26-00005, which are in additional to the existing zoning standards, municipal code requirements, and California Environmental Quality Act (CEQA) requirements applicable to proposed fueling service station uses and developments. Accordingly, Zoning Code Text Amendment 26-00005 is 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 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 fueling service stations are compatible with noise sensitive land uses. The proposed Zoning Code Text Amendment will continue to maintain consistency of the Zoning Code (Title 19 of the Perris Municipal Code) while prohibiting land uses that negatively impact sensitive land uses.

C. 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 19.08, 19.36, 19.38, 19.44 and 19.65 of and adds Chapter 19.90 to the Perris Municipal Code, which establishes additional locational standards to restrict the siting of new fueling service stations in the City. The Zoning Code Text Amendment maintains all existing requirements for compliance with existing zoning standards, operating requirements, and the California Environmental Quality Act (CEQA), and continues to allow the City the ability to deny or condition uses where necessary to ensure land use compatibility and protection of community welfare.

Through these regulatory mechanisms, the amendment enhances, rather than diminishes, the City's ability to protect public health, safety, and 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 November 10, 2026, the City Council approves Zoning Code Text Amendment 26-00005 as follows:

A. Chapter 19.08 (Definitions) of the Perris Municipal Code is hereby amended as provided in Exhibit A 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 B 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 C 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 D attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

E. Chapter 19.65 (Alcoholic Beverage Sales Regulations) of the Perris Municipal Code is hereby amended as provided in Exhibit E attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

F. Chapter 19.90 (Fueling Service Stations) of the Perris Municipal Code is hereby created as provided in Exhibit F 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 10th day of November, 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 CityCouncil of the City of Perris at a regular meeting held on the 10th day of November, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

A. Zoning Code Text Amendment (Chapter 19.08 – Definitions of Title 19 of the Perris Municipal Code)
B. Zoning Code Text Amendment (Chapter 19.36 – CN Zone of of Title 19 of the Perris Municipal Code)
C. Zoning Code Text Amendment (Chapter 19.38 – CC Zone of of Title 19 of the Perris Municipal Code)
D. Zoning Code Text Amendment (Chapter 19.44 - Industrial Zones of Title 19 of the Perris Municipal Code)
E. Zoning Code Text Amendment (Chapter 19.65 - Alcoholic Beverage Sales Regulations of Title 19 of the Perris Municipal Code)
F. Zoning Code Text Amendment (Chapter 19.90 - Fueling Service Stations 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.

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.

Fueling S~~s~~ervice 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.

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) Fueling Service stations, with or without automobile repair (subject to Chapter 19.90).

(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.

(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) Fueling Service stations, with or without automotive repair (subject to Chapter 19.90).

(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.

(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	
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 service station~~s and services~~	CUP	CUP	CUP	Chapter 19.90
Hospitals and urgent care centers	CUP	CUP	CUP	
Indoor commercial recreation	~~CUP~~ 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)

EXHIBIT E

Zoning Code Text Amendment (Chapter 19.65 – Alcoholic Beverage Sales Regulations of Title 19 of the Perris Municipal Code)

CHAPTER 19.65. ALCOHOLIC BEVERAGE SALES REGULATIONS

Sec. 19.65.010. Purpose and intent.

The general purpose and intent in regulating the location of commercial retail uses which sell alcoholic beverages is to provide minimum development standards which are designed to minimize the effects on health, safety, and public welfare.

(Code 1972, § 19.65.010)

Sec. 19.65.020. Permitted zoning for alcoholic beverage sales.

The sale of alcoholic beverages for off-site and/or on-site consumption shall only be allowed in the CN and CC zones, provided that the appropriate permits have been obtained. The sale of alcoholic beverages for on-site consumption shall be conditionally permitted in the GI Zone, and sale for off-site consumption shall not be permitted in the GI Zone.

(Code 1972, § 19.65.020)

Sec. 19.65.030. Development standards.

(a) *Permitted uses.*

(1) A development plan review pursuant to chapter 19.50 shall be required for the following uses:

a. Drugstores.

b. Grocery Stores.

c. Private non-profit organizations.

d. Restaurants (on-site alcohol only).

(2) The uses listed above are exempt from the distance requirements that follow in this section.

(3) The uses listed above, if located in an approved shopping center, shall require clearance from the department of planning and community development prior to approval for tenant improvements.

(b) *Conditional permitted uses.* A conditional use permit shall be required for the following uses:

(1) Any minimart with the sale of alcoholic beverages.

(2) Any fueling service station which sells both motor fuel and alcoholic beverages.

(3) Cocktail lounges/bars.

(4) Liquor stores.

(5) Restaurants selling alcoholic beverages for off-site consumption.

(c) *Additional information.* In addition to the information required with the application for a conditional use permit as detailed in chapter 19.61, the following information must also be provided with the submittal package:

(1) The distance to the nearest park.

(2) The distance to the nearest school.

(3) The distance to the nearest church.

(4) If a minimart or fueling service station with the sale of alcoholic beverages, the distance to the nearest minimart or fueling service station with the alcoholic beverage sales.

(d) *Prohibited.*

(1) No minimart, cocktail lounge, liquor store or fueling service station selling alcoholic beverages shall locate within 1,000 feet of a church, school, park or playground.

(2) There shall be no more than one minimart or fueling service station selling alcoholic beverages in any single shopping center.

(3) Minimarts selling alcoholic beverages and fueling service stations selling alcoholic beverages shall not be located within 2,640 feet (one-half mile) of any existing or approved minimart or fueling service station which sells alcoholic beverages.

(e) *Exemptions.* Minimarts locating in a shopping center shall be exempt from the distance requirements; provided that the mandatory findings pursuant to section 19.65.040 can be made.

(f) *Additional standards for fueling service stations.* Fueling ~~S~~service stations and minimarts which sell alcoholic beverages shall also adhere to the following standards:

(1) The owner of each location and the management at each location shall educate the public regarding driving under the influence of intoxicating beverages, driving with open containers and the penalties associated with the violation of each of these laws. This educational requirement may be met by posting prominent signs, decals and/or brochures at points of purchase.

(2) No displays of beer, wine or other alcoholic beverages shall be located within five feet of any building entrance or checkout counter.

(3) Cold beer or wine shall be sold from or displayed in the main, permanently affixed electrical cooler only.

(4) No beer, wine or other alcoholic beverage advertising shall be located on gasoline islands; and no lighted advertising for beer, wine or other alcoholic beverages shall be located on the exterior of the buildings or within the window areas.

(5) No sale of alcoholic beverages shall be made from a drive-through window.

(6) Conditional use permits shall be required consistent with chapter 19.61.

(7) Fueling Service Stations shall comply with the requirements of Chapter 19.90.

(Code 1972, § 19.65.030)

Sec. 19.65.040. Mandatory findings.

The following findings shall be made in order to approve a development plan for a use which involves the sale of alcoholic beverages or to grant a conditional use permit for the sale of alcoholic beverages:

(1) The location or the use shall not result in adverse impacts on park facilities, school facilities, existing religious land uses and/or existing residential land uses.

(2) The traffic increases associated with the use will not result in potential hazards to existing pedestrian and/or vehicular traffic.

(3) The establishment shall not constitute an enforcement problem to the city police department.

(4) The development conforms to all applicable provisions of this Code.

(Code 1972, § 19.65.040)

EXHIBIT F

Zoning Code Text Amendment (Chapter 19.90 – Fueling Service Stations of Title 19 of the Perris Municipal Code)

CHAPTER 19.90. FUELING SERVICE STATIONS

Sec. 19.90.010. - Purpose.

The purpose of this section is to establish locational criteria to be used by the city to regulate siting of fueling service stations and ancillary uses in order to:

(1) Protect against adverse impacts to public health, safety and welfare and the environment that can arise from undue concentrations of fueling service stations, including aesthetic impacts, pedestrian and traffic hazards, undue concentrations of hazardous materials, and risk of blight.

(2) Promote and preserve the public health, safety, convenience, general welfare and general prosperity of the community by avoiding adverse impacts that can arise from placement of fueling service stations in close proximity to residential zones.

(3) Supplement the standards in the underlying zones for fueling service stations.

(4) In the event of conflict between these standards and the underlying zoning district standards, the provisions of this section shall apply.

(5) Fueling service station uses shall also comply with all applicable state and federal laws regarding site design, pricing signs, containment, maintenance, and operations.

Sec. 19.90.020. - Applicability

Fueling service stations shall comply with all applicable provisions of this Chapter including building, fire, and safety regulations, as determined by the Director of Development Services, including the following requirements:

(1) All new fueling service stations shall comply with the provisions of this Chapter.

(2) Existing fueling service stations, previously approved fueling service stations, and fueling station applications submitted before the effective date of Ordinance ____ shall not be subject to the provisions of this Chapter.

(3) Expansion of an existing or previously approved fueling service station may be permitted, provided that the existing setback between the fueling canopy and any residentially zoned property is maintained.

Sec. 19.90.030. - Review authority.

Any application for a new fueling service station shall be subject to the review authority of Chapter 19.54.

Sec. 19.90.040. – Locational standards for all fueling service stations.

A. All fueling service stations shall conform to the requirements of the underlying zone in addition to the standards listed below, except as permitted by Section 19.90.020.

(1) *Limit per intersection*. Fueling service stations shall be limited to no more than two (2) per intersection. For purposes of this section, an intersection consist of two public streets abutting a fueling service station.

(2) *Distance to residential*. All new fueling service stations shall maintain a minimum ~~two hundred (2~~500~~)~~ foot distance as measured from property line of the service station to the property line of ~~any~~ the closest parcel zoned residential.

(3) *Distance to existing fueling service station*. All new fueling service stations shall maintain a minimum 1,000 foot distance to an existing fueling service station as measured from canopy to canopy. Notwithstanding this requirement, a maximum of two (2) fueling service stations may be permitted at a single intersection.

~~(2)~~(4) *Distance to existing church, park or playground*. All new fueling service stations shall maintain a minimum 1,000 foot distance to an existing church, park or playground.

~~(3)~~(5) *Additional Requirements*: All fueling service stations selling alcohol shall comply with Section 19.65.030(d), (e) and (f).

ATTACHMENT 2

Resolution No. (Next in Order) 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 26-00003 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 ESTABLISH LOCATIONAL STANDARDS FOR THE SITING OF NEW FUELING SERVICE STATIONS WITHIN THE CITY, 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) 26-00003 to establish additional locational standards for the siting of new fueling service stations within the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP), Green Valley Specific Plan (GVSP), Harvest Landing Specific Plan (HLSP), New Perris Specific Plan (NPSP) and Riverglen Specific Plan (RSP); and

WHEREAS, Specific Plan Amendment 26-00003 and its attachments 1, 2, 3, 4, 5 and 6, (collectively hereafter referred to as "Specific Plan Amendment 26-00003" or the "SPA") are proposed to amend Chapter 2.0 (Land Use Plan) of the Perris Valley Commerce Center Specific Plan; 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 (NPSP); and Chapter 4 (Development Regulations) of the Riverglen Specific Plan (RGSP), establishing additional locational standards for the siting of new fueling service stations in the City; and

***WHEREAS*,** the City of Perris has experienced a substantial increase in proposed fueling service stations, resulting in concerns regarding the overconcentration of such uses at key intersections and commercial corridors throughout the City; and

***WHEREAS*,** fueling service stations involve the storage, handling, and dispensing of flammable fuels and other potentially hazardous materials, and the concentration of multiple fueling service stations at a single intersection or within a limited geographic area may increase the cumulative potential for traffic conflicts, pedestrian safety concerns, visual impacts, hazardous material exposure risks, and other land use compatibility issues; and

***WHEREAS*,** the City finds that establishing a limitation of no more than two fueling service stations at any one intersection is intended to reduce undue concentrations of such uses, promote balanced commercial development, avoid the overconcentration of hazardous material uses, minimize potential traffic and pedestrian hazards, discourage conditions that may contribute to visual deterioration or commercial blight, and protect the public health, safety, and welfare; and

***WHEREAS*,** residentially zoned properties represent sensitive land uses that may be adversely affected by activities commonly associated with fueling service stations, including increased vehicle traffic, lighting, noise, odors, operational activity, and the storage and handling of fuel products; and

***WHEREAS*,** the establishment of a separation requirement between new fueling service stations and residentially zoned properties is intended to provide an appropriate buffer between fueling service stations and sensitive residential uses, thereby reducing the potential for land use conflicts and protecting the public health, safety, convenience, comfort, and general welfare of nearby residents; and

***WHEREAS*,** the City Council further finds that the proposed locational standards do not prohibit fueling service stations citywide, but rather establish reasonable development standards governing the location of new fueling service stations to ensure compatibility with surrounding land uses and to promote orderly and sustainable development patterns within the City; 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, on August 3, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that SPA 26-00003 is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP); and

WHEREAS, on October 7, 2026, the Planning Commission conducted a duly noticed public hearing for Specific Plan Amendment 26-00003, 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 November 10, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 26-00003, and having done so, now sees fit to adopt the amendment as provided herein; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds, based on the whole administrative record, that:

A. The City Council finds, that, based on the entire administrative record: (i) that the proposed Specific Plan Amendment 26-00003 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 (ii) that, alternatively, the proposed Specific Plan Amendment 26-00003 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.

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 establish additional locational standards to restrict the siting of new fueling service stations within the City. The proposed SPA is consistent with the applicable General Plan land use designation for the PVCCSP, DTSP, GVSP, HLSP, NPSP and the RGSP. 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:

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, RGSP consistent with the concurrently- proposed Perris Zoning Code text amendment. With the proposed SPA, the PVCCSP, DTSP, GVSP, HLSP, NPSP and the RGSP will all continue to be consistent with the General Plan Land Use Map and applicable General Plan objectives, policies and programs.

B. *The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:*

1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The SPA is proposing to amend the Specific Plans (PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP) to establish locational standards to restrict the siting of new fueling service stations within the PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP areas. As amended, the Specific Plans will continue to provide adequate text and diagrams to adequately address the distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan. The SPA will make minor text changes to the land use regulations of the Specific Plans adding locational standards for siting of new fueling service stations by reference to Chapter 19.90 of the Perris Municipal Code, which is proposed to be amended via Zone Text Amendment 26-00005 concurrently with SPA 26-00003 to maintain City-wide consistency with respect to regulation of the siting of new fueling service station developments.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The proposed SPA will not modify these aspects of the PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion.

3. Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.

The proposed SPA will amend the Specific Plans (PVCCSP, DTSP, GVSP, HLSP, NPSP and RGSP) to add locational standards restricting the siting of new fueling

service stations within the City. With the proposed amendments, the Specific Plans will continue to provide adequate text and diagrams to adequately address standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.

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 RGSP. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion. The proposed SPA will not affect the PVCCSP, DTSP, GVSP, HLSP, NPSP or the RGSP in this regard.

Section 4. Based upon the foregoing and the whole administrative record, including but not limited to, all statements and reports (including all attachments and exhibits) presented at its public hearing on November 10, 2026, the City Council approves Specific Plan Amendment (SPA) 26-00003, 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 10th day of November, 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 CityCouncil of the City of Perris at a regular meeting held on the 10th day of November, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibits:

A. Perris Valley Commerce Center Specific Plan Amendment (Chapters 2.0 Land Use of the PVCCSP)
B. Downtown Perris Specific Plan Amendment (Chapter 5-Regulating Code of the DPSP)
C. Green Valley Specific Plan Amendment (Chapter 3-Specific Plan Zoning of the GVSP)
D. Harvest Landing Specific Plan (Chapter 2- Land Use Plan)
E. New Perris Specific Plan (Chapter 4- Planning Area Development Standards)
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.

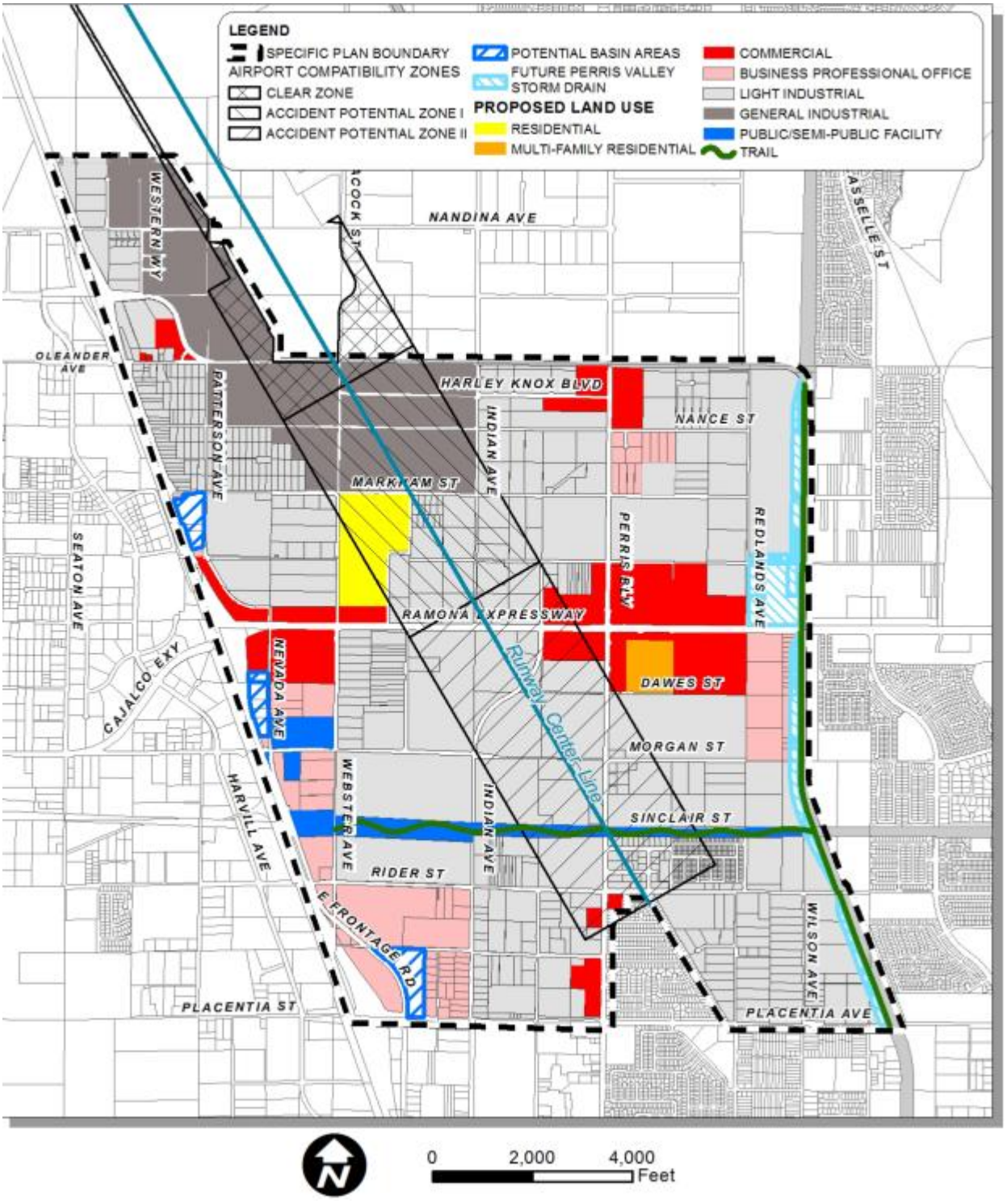
2.1.2 Business/Professional Office Uses

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	Chapter 19.90 (Fueling Service Station)
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	
Industrial								
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	
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.

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.

Auto Service (Use): Any business that generates income from repairing and servicing vehicles. Auto service businesses may also generate secondary income from retail sales that are related to the auto service. Auto services include auto repair shops and small-scale service centers. Gas stations (See PMC 19.90), auto dealerships, car washes, and vehicle manufacturing are prohibited.

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 (see PMC Chapter 19.90);

   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 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.

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 (see PMC Chapter 19.90)	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				
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.

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)

4.3 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
~~6)~~7) The project complies with all requirements as part of PMC Chapter 19.90 of the City of Perris zoning code.

B. Other Uses. Other uses as deemed appropriate by the Director of Planning and Community Development.

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.

4.8 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.
~~6)~~7) The project complies with all requirements as part of PMC Chapter 19.90 of the City of Perris zoning code.

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.

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 the face-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 3. COMMERCIAL ZONE CLASSIFICATIONS

It is anticipated that the population generated by the eventual build-out of Riverglen will be served by two commercial centers located within the community.

3.I Commercial Regulations (C)

Description and purpose. Land designated as (C) commercial is intended to serve daily retail commercial needs especially those associated with retail uses for visitors and local residents, and provide specialty retail stores, and restaurants. The Planning Unit Areas that contain this designation are #14 and #23 (see Exhibit 43).

A. Permitted Uses

1. Principal Permitted Uses

The following uses are permitted, only in enclosed buildings with not more than 200 square feet of outside storage or display of materials appurtenant to such use, provided a development plan shall have been approved pursuant to the provisions of the Development Regulations as amended from time to time:

1) Ambulance services
2) Antique shops
3) Apparel shops
4) An, dance and music studios
5) An supply shops and studios
6) Auditoriums and conference rooms
7) Bakery shops
8) Banks and financial institutions
9) Barber and beauty shops
10) Billiard and pool halls
11) Blueprint and duplicating services
12) Book stores (non-adult) and binders
13) Bowling alleys
14) Catering Services
15) Cleaning and dyeing shops
16) Clothing stores
17) Confectionery or candy stores
18) Costume design studios
19) Delicatessens
20) Drug stores
21) Dry goods stores
22) Electronic data processing, tabulating and record keeping services
23) Employment agencies
24) Florist shops
25) Food markets
26) Gift shops
27) Hardware stores

28) Health clubs
29) Hotels, resort hotels and motels
30) Hobby shops
31) Ice cream shops
32) Ice sales, not including ice plants
33) Interior decorating shops
34) Jewelry stores
35) Labor temples
36) Laundries and laundromats
37) Leather goods stores
38) Locksmith shops
39) Meat markets, not including slaughtering
40) Medical appliance and supply sales
41) Music stores
42) News stores
43) Notions or novelty stores
44) Offices, including but not limited to business, professional, law, medical, dental, chiropractic, architectural, engineering, community planning and real estate
45) Paint and wallpaper stores, not including paint contractors
46) Pet shops and pet supply shops
47) Pharmacies
48) Photography shops and studios and photo engraving
49) Product markets
50) Refreshment stands
51) Religious facilities
52) Restaurants and other eating establishments (including drive-thru restaurants)
53) Schools, business and professional, including art, barber, beauty, dance, drama, music and swimming
54) Shoe stores and repair shops
55) Shoeshine stand
56) Sporting goods stores
57) Sports and recreational facilities
58) Stationery stores
59) Tailor shops
60) Telephone exchange
61) Theaters, not including drive-ins
62) Tobacco shops
63) Tourist information centers
64) Toy shops
65) Travel agents
66) Other similar uses which are found by the Planning Commission to be consistent with and not more detrimental than the above listed uses and which are consistent with the intent of this land use classification.

2. Uses Permitted With Approved Plot Plan

The following uses are permitted, with display of materials appurtenant to such use, provided a development plan has been approved pursuant to the provisions of these Development Regulations as amended from time to time:

I) Bicycle sales and rentals
2) Ceramic sales and manufacturing for on-site sales provided the total volume of kiln space does not exceed I6 cubic feet
3) Golf cart sales and service
4) Mobilehomes, provided they are kept mobile and licensed pursuant to State law, exclusively for Construction offices and caretaker's quarters on construction sites for the duration of a valid building permit, provided they are inconspicuously located.
5) Nurseries and garden supply sales
6) Parking lots and parking structures
7) Other similar uses which are found by the Planning Commission to be consistent with and not more detrimental than the above listed uses and which are consistent with the intent of this land use classification.

3. Accessory Uses Permitted

An accessory use to a permitted use is allowed provided a conditional use permit has been granted pursuant to the provisions of these Development Regulations as amended from time to time and the accessory use is incidental to, and does not alter the character of, the principal permitted use, including but not limited to:

I) Limited manufacturing, fabricating, processing, packaging, treating and incidental storage related thereto, provided any such activity shall be in the same line of merchandise or service as,the trade or service business conducted on the premises and provided any such activity does not exceed any of the following restrictions:

a. The maximum gross floor area of the building permitted to be devoted to such accessory use shall be 25 percent.

b. The accessory use shall be so conducted that noise, vibration, dust, odor, and all other objectionable factors shall be reduced to the extent that there will be no annoyance to persons outside the premises. Such accessory use shall be located not nearer than 50 feet to any residential zone

c. Accessory uses shall be conducted wholly within a completely enclosed building.

4. Temporary Uses Permitted With A Temporary Use Permit

I) Christmas tree and Halloween pumpkin sales.
2) Temporary construction facilities

B. Uses Permitted Subject to a Conditional Use Permit

The following uses are permitted provided a conditional use permit has been granted pursuant to the provisions of these Development Regulations as amended from time to time:

I) Sale, rental, repair, or demonstration of motorcycles, scooters, and motorbikes
2) Animal clinic
3) All uses permitted in Subsection (A) of this Section that have more than 200 square feet of outside storage or display of materials
4) Building materials sales yard
5) Underground bulk fuel storage in conjunction with a principal permitted use
6) Bars and cocktail lounges
7) Dance halls
8) Stations, bus, railroad and taxi
9) Liquid petroleum (l.p.g.) service station
10) Mobilehome sales, trailer sales and rental of house trailers
I I) Child care facilities
12) Convalescent care facilities, rest homes, sanitariums, and active senior facilities
13) Automobile car washes and repair garages not including body and fender shops or spray painting
14) Liquor stores (per city code)
15) Private clubs, fraternal organizations or lodges
16) Automobile service and gas stations (see PMC Chapter 19.90)

C. Site Development Standards

I) Lot area, width, and site coverage: No minimum subject to plot plan or conditional use permit review.

2) Minimum building setbacks from right-of-way:

a.	Along Riverglen Drive:	10 feet
b.	Along Murrieta Road:	10 feet
c.	Adjacent to residential parcels:	10 feet
d.	Along Bonnie-Mapes Road:	10 feet
e.	Along railroad right-of-way:	0 feet
f.	Along flood control right-of-way:	0 feet
g.	Along "not-a-part" parcel*:	0 feet

* A forty (40') foot sewer easement occurs on this parcel.

3) Building height: Three (3) stories maximum. An additional 30 feet may be permited subject to plot plan or conditional use permit review.

4) All roof-mounted mechanical equipment shall be screened subject to plot plan or conditional use permit review.

5) Fencing and walls, screening of outside storage and loading areas, signing, lighting and refuse disposal areas shall be subject to plot plan or conditional use permits review.

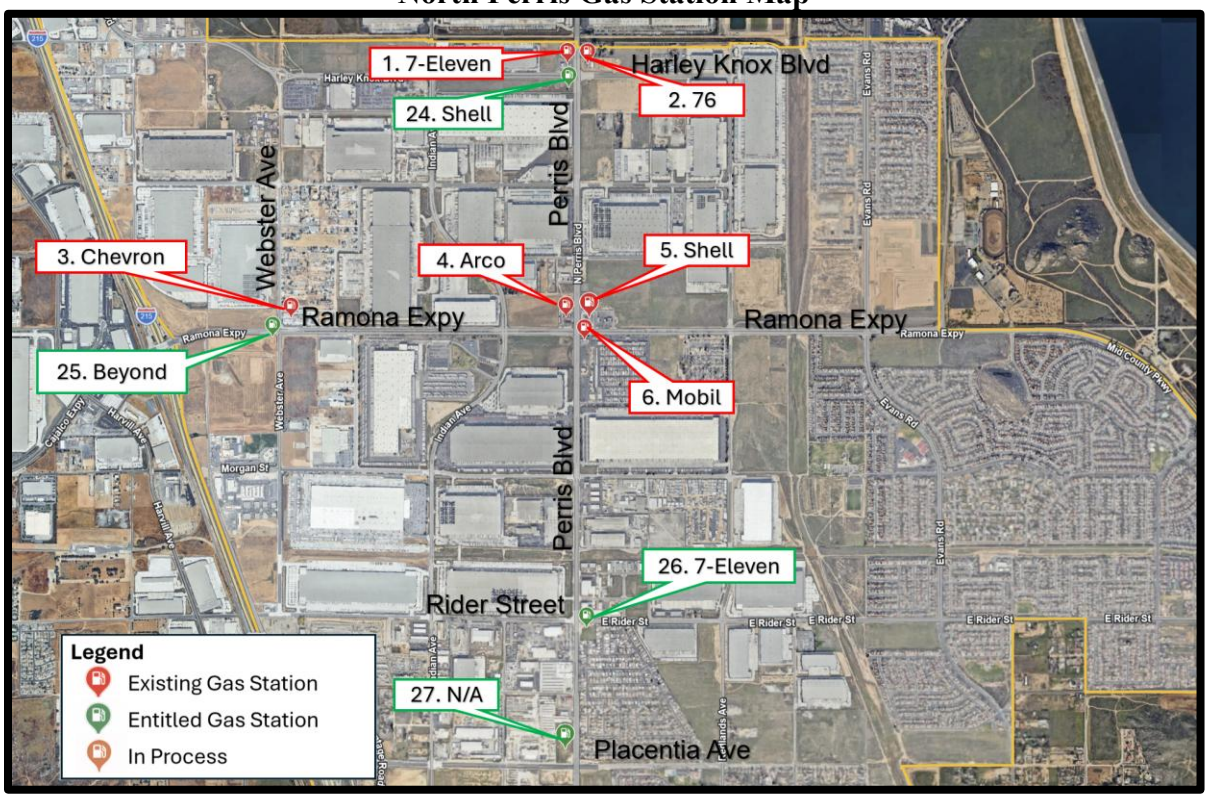
6) Parking: See Section 6.

7) Bike racks shall be provided in sufficient quantity.

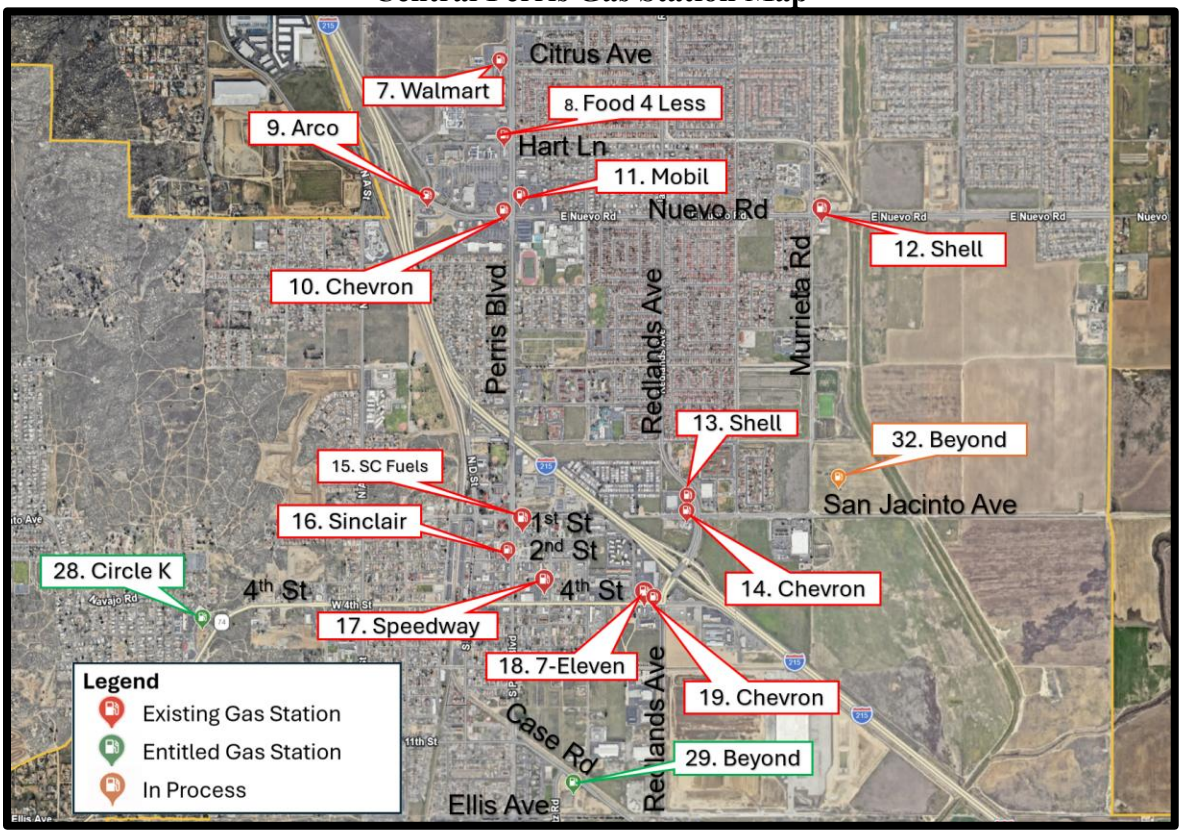
ATTACHMENT 3

Existing, Approved, and In-Process Fueling Stations Maps and Tables

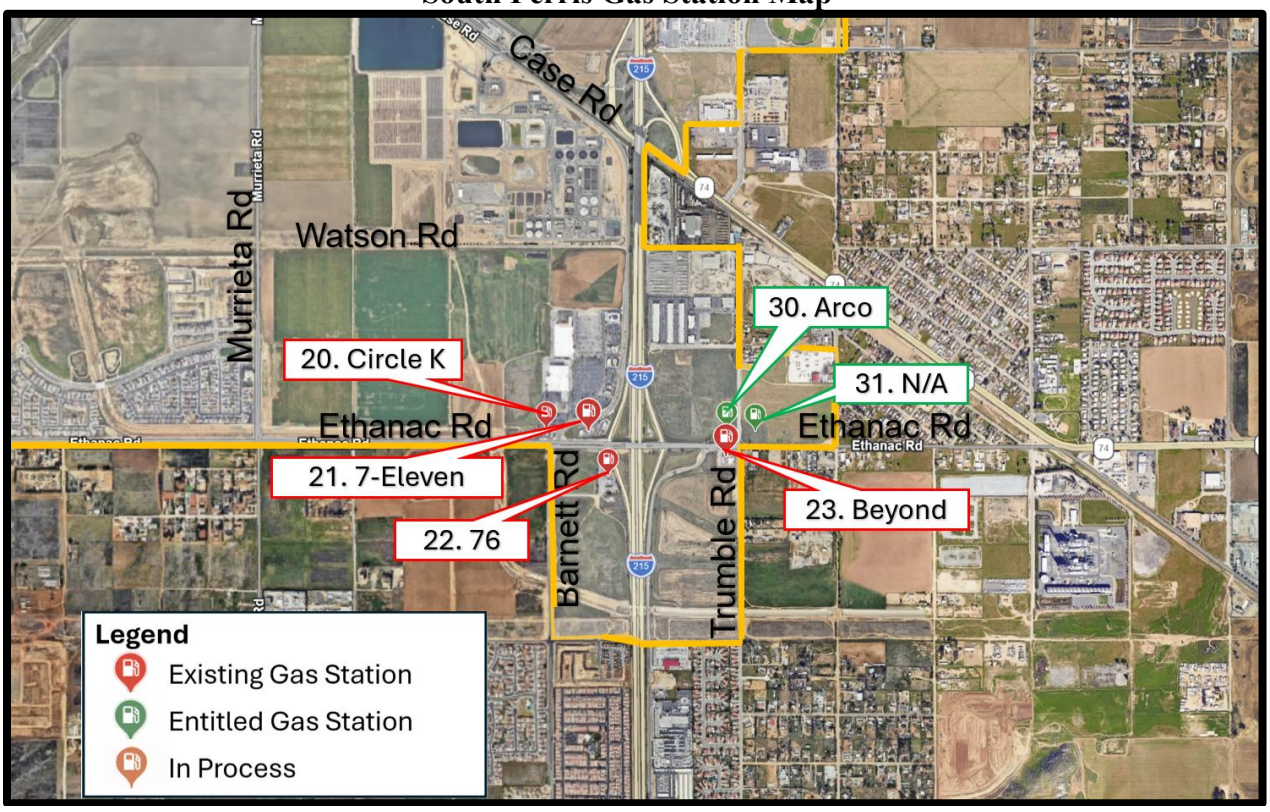
North Perris Gas Station Map



Central Perris Gas Station Map



South Perris Gas Station Map



	Type	Location	Address
		Existing Gas Stations	
1	7-Eleven	NW Corner of Perris Blvd and Harley Knox	4488 N Perris Blvd, Perris, CA 92571
2	76	NE Corner of Perris Blvd and Harley Knox	4485 N Perris Blvd, Perris, CA 92571
3	Chevron	NE Corner of Ramona Expy and Webster Ave.	796 Ramona Expy, Perris, CA 92571
4	Arco	NW Corner of Perris Blvd and Ramona Expy	4040 N Perris Blvd, Perris, CA 92571
5	Shell	NE Corner of Perris Blvd and Ramona Expy	4039 N Perris Blvd, Perris, CA 92571
6	Mobil	SE Corner of Perris Blvd and Ramona Expy	3995 N Perris Blvd, Perris, CA 92571
7	Walmart	SW Corner of Perris Blvd. and Citrus	1870 N Perris Blvd, Perris, CA 92571
8	Food 4 Less	South side of Perris (Perris and Hart Ln)	1688 N Perris Blvd Ste M, Perris, CA 92571
9	Arco	Nuevo Rd and Old Nuevo Road	280 W Nuevo Rd, Perris, CA 92571
10	Chevron	SW Corner of Perris Blvd. and Nuevo Road	33 W Nuevo Rd, Perris, CA 92571
11	Mobil	NE Corner of Perris Blvd. and Nuevo Road	1675 N Perris Blvd, Perris, CA 92571
12	Shell	SW Corner of Nuevo Road and Murrieta Rd.	835 E Nuevo Rd, Perris, CA 92571
13	Shell	NW Corner of Redlands and San Jacinto	490 E San Jacinto Ave, Perris, CA 92571
14	Chevron	SW Corner of Redlands and San Jacinto	500 E San Jacinto Ave, Perris, CA 92571
15	SC Fuels	NE Corner of Perris Blvd. and 1st Street	240 E 1st St, Perris, CA 92570
16	Sinclair	SW Corner of Perris Blvd. and 2nd Street	216 S Perris Blvd, Perris, CA 92570
17	Speedway	NW Corner of 4th Street and F Street	268 E 4th St, Perris, CA 92570
18	7-Eleven	SE Corner of 4th Street and Wilkerson Ave.	525 E 4th St, Perris, CA 92570
19	Chevron	SW Corner of 4th Street and Redlands Ave.	428 S Redlands Ave, Perris, CA 92570
20	Circle K	Ethanac Road and Case Road	1765 Ethanac Rd, Perris, CA 92570
21	7-Eleven	Ethanac Road and Case Road	3155 Case Rd, Perris, CA 92570
22	76	Ethanac Road and I-215	1500 Patricia Ln, Perris, CA 92570
23	Beyond	Ethanac Road and Trumble	1765 Ethanac Rd, Perris, CA 92570
		Approved Not Yet Constructed or Operational	
24	Shell	SW Corner of Perris Blvd. and Harley Knox	4680 Perris Blvd, Perris 92571
25	Beyond	SW Corner of Ramona and Webster	N/A
26	7-Eleven	SE Perris Blvd. and Rider Street	23 E. Rider Street, Perris, 92571
27	N/A	NW Corner of Placentia Ave. and Perris Blvd.	2790 N. Perris Blvd., Perris, 92571
28	Circle K	SW Corner of 4th Street and Navajo Road	900 4th Street Perris, 92570
29	Beyond	NE Corner of Goetz Road and Ellis	N/A
30	Arco	NW Corner of Ethanac Road and Trumble Road	1766 Ethanac Road, Perris, CA 92570
31	N/A	NE Corner of Ethanac Road and Trumble Road	1777 Ethanac Road, Perris, CA 92570
		In-Process	
32	Beyond	NE Corner of Murrieta Road and San Jacinto Rd.	N/A

ATTACHMENT 4

Planning Commission Staff Report without Exhibits- Dated October 7, 2026

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: October 7, 2026

SUBJECT: Specific Plan Amendment 26-00003 and Zoning Code Text Amendment 26-00005 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code, and the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to establish locational standards for fueling service stations citywide. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution 26-19, recommending that the City Council determine the project is exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Zoning Code Text Amendment 26-00005 to amend Title 19 (Zoning Code) of the Perris Municipal Code to establish locational standards for fueling service stations within the City, based on the findings contained herein.

Adopt Resolution 26-20, recommending that the City Council determine the project is qualifies to be exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061 (b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 26-00003 to amend the the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, and Riverglen Specific Plans to establish locational standards for fueling service stations within the City, based on the findings contained herein.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

On April 28, 2026, the City Council, by unanimous 5-0 vote, directed staff to initiate a code amendment to consider limiting fueling service stations to two per intersection and having no fueling service stations within 200 feet of a residentially zoned property. The City Council provided this direction after staff presented options on how other cities (**see Exhibit C**) in California have regulated new fueling service stations.

In summary, five (5) cities have an outright ban on new fueling service stations, citing that the state is moving toward ending the sale of new gasoline-powered cars by 2035 and its goal of reducing dependence on fossil fuels. Three (3) cities limit the number of fueling service stations to two per intersection; additionally, some jurisdictions limit the number of fueling service stations per intersection and require a minimum distance of 500 to 1,000 feet between fueling service stations; and one city requires a minimum distance of 200 feet from a residentially zoned property.

The City Council also discussed distance requirements between fueling service stations and sensitive land uses, including schools and residences. The separation requirement from schools is already addressed in the Perris Municipal Code, which requires standalone fueling service stations that concurrently sell fuel and alcohol to maintain a minimum 1,000-foot distance from sensitive land uses. These existing requirements address the separation concerns between fueling service stations with alcohol sales and schools.

Overconcentration of Fueling Service Stations in Perris

City Council's direction to consider restrictions on the number of fueling service stations permitted at an intersection is in response to the recent increase in fueling service station applications and concerns regarding the potential overconcentration of fueling service stations in the City of Perris.

According to City records, 23 active fueling service stations currently operate within the City, located primarily along major arterial corridors and commercial nodes, including areas near the I-215 freeway and other key transportation corridors throughout the community (**see Exhibit D**).

In addition to the 23 active fueling service stations, eight (8) fueling service station projects have been approved but have not yet been constructed, and one (1) additional fueling service station is currently in the entitlement process, located at the northeast corner of San Jacinto Avenue and Murrieta Road (**see Exhibit D**). If all eight (8) approved projects are ultimately constructed, the total number of fueling stations in the city would increase from 23 to 31 (**see Exhibit D**).

Current City of Perris Fueling Service Station Regulations

Under the current Zoning Code, service stations are permitted in the Commercial Community (CC), General Commercial (CN), and Industrial (BP, LI, and GI) Zones, subject to approval of a Conditional Use Permit (CUP). The Perris Valley Commerce Center Specific Plan allows fueling service stations as a permitted use in the LI and GI Zones, subject to Development Plan Review approval, while a CUP is required in the BPO Zone. The current regulations do not establish

development standards specific to service stations; rather, service stations are required to comply with the development standards applicable to the underlying zone.

PROPOSED AMENDMENT

The proposed amendment would establish uniform locational standards for fueling service stations throughout the City by amending Title 19 (Zoning Code) of the Perris Municipal Code and making conforming amendments to applicable Specific Plans. The proposed standards would apply to all new fueling service station applications submitted after the effective date of the Ordinance. Additionally, existing fueling service stations, entitled or approved projects, and projects with applications submitted prior to the effective date of this Ordinance would not be subject to the proposed standards and would be permitted to make updates and improvements, provided such improvements do not exceed the square footage of the existing fueling service station. These properties would also be permitted to transition fuel dispensing areas to clean fuel and electric vehicle charging facilities.

Zoning Code

The proposed Zoning Code Text Amendment would establish Chapter 19.90 (Fueling Service Stations) and include the following:

The proposed Zoning Code Text Amendment would amend the following chapters of Title 19:

- Chapter 19.08 (Definitions): Revise applicable definitions related to fueling service stations.
- Chapter 19.36 (CN Zone): Amend applicable provisions to reference the proposed fueling service station standards.
- Chapter 19.38 (CC Zone): Amend applicable provisions to reference the proposed fueling service station standards.
- Chapter 19.44 (Industrial Zones): Amend applicable provisions to reference the proposed fueling service station standards.
- Chapter 19.65 (Alcohol Beverage Sales Regulations): Amend applicable provisions to update the reference to fueling service stations.
- Chapter 19.90 (Fueling Service Stations): Establish a new chapter containing the City's locational and operational standards for fueling service stations.

The proposed Chapter 19.90 would include the following standards:

- Compliance with Chapter 19.90: Require all new fueling service stations to comply with the standards established in Chapter 19.90.
- Limit per Intersection: Limit the number of fueling service stations to no more than two at any single intersection.
- Separation from Residential Zones: Require a minimum 200-foot separation between a proposed fueling service station and residentially zoned property.
- Alcoholic Beverage Sales: Retain the existing requirements applicable to fueling service stations that propose the sale of alcoholic beverages.

The proposed Zoning Code Text Amendment would also include minor text revisions to other sections of the Zoning Code to provide references to and ensure consistency with the proposed Chapter 19.90.

Specific Plans

The proposed amendment would also include conforming amendments to the following Specific Plans to ensure that the proposed fueling service station standards are consistently applied within Specific Plan areas:

- Perris Valley Commerce Center Specific Plan (PVCCSP): Chapter 2.0
- Downtown Perris Specific Plan (DPSP): Chapter 5
- Green Valley Specific Plan (GVSP): Chapter 3
- Harvest Landing Specific Plan (HLSP): Chapter 2
- New Perris Specific Plan (NPSP): Chapter 4
- Riverglen Specific Plan (RGSP): Chapter 4

The proposed Specific Plan amendments would clarify that fueling service stations within these Specific Plan areas are subject to the applicable use regulations, permitting requirements, and locational standards established in the Perris Municipal Code, including proposed Chapter 19.90. These conforming amendments are intended to ensure consistent application of the City's fueling service station regulations, including the proposed separation and concentration standards, within both conventional zoning districts and Specific Plan areas.

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. 26-19 and 26-20 recommending that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 26-00003 and Zoning Code Text Amendment 26-00005 to amend the Perris Valley Commerce Center, Downtown Perris, Green Valley, Harvest Landing, New Perris, Riverglen Specific Plans, and the Zoning Code for the establishment of locational standards to limit the number of fueling service stations citywide, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the General Fund.

Prepared by: Rafael Garcia, Principal Planner

Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

A. Resolution 26-19 recommending approval of the Zoning Code Text Amendment
B. Resolution 26-20 recommending approval of the Specific Plan Amendment 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 the Riverglen Specific Plan
C. Survey of Cities With Heightened Gas Station Restrictions
D. Existing, Approved, and In-Process Fueling Stations Maps and Tables
E. Notice of Public Hearing

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

ATTACHMENT 5

City Council Staff Report without Exhibits – Dated April 28, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Discussion to consider limiting the number of additional gas stations.

REQUESTED ACTION: The City Council is requested to consider, discuss, and provide direction on potential measures to limit the number of new gas station developments.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On February 24, 2026, Councilmember Nava directed staff to review regulatory approaches in other jurisdictions that limit the number of new gas stations. This directive responds to the recent increase in the number of gas station applications in the City of Perris. This report summarizes the number of gas stations in the city and the regulatory frameworks implemented by other cities to limit the number of new gas stations.

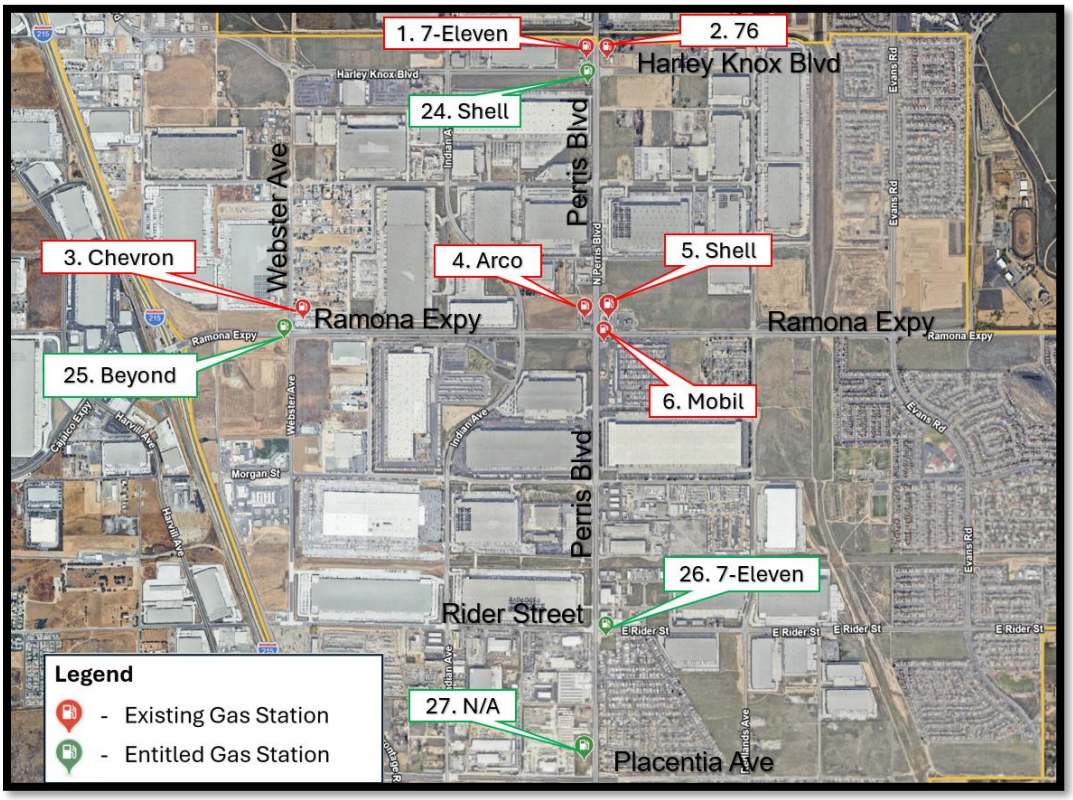
Current City of Perris Gas Station Regulations

Under the current Perris Municipal Code, gas stations are permitted in Commercial Community (CC), General Commercial (CN), and the Industrial (BP, LI, and GI) Zones, subject to a Conditional Use Permit (CUP). Additionally, the Perris Valley Commerce Center Specific Plan allows gas stations as a matter of right in the LI and GI Zones, subject to Development Plan Review approval, while a CUP is required in the BPO Zone. Currently, there are no development standards specific to gas stations; instead, they are required to comply solely with the standards of the underlying zone in which they are located.

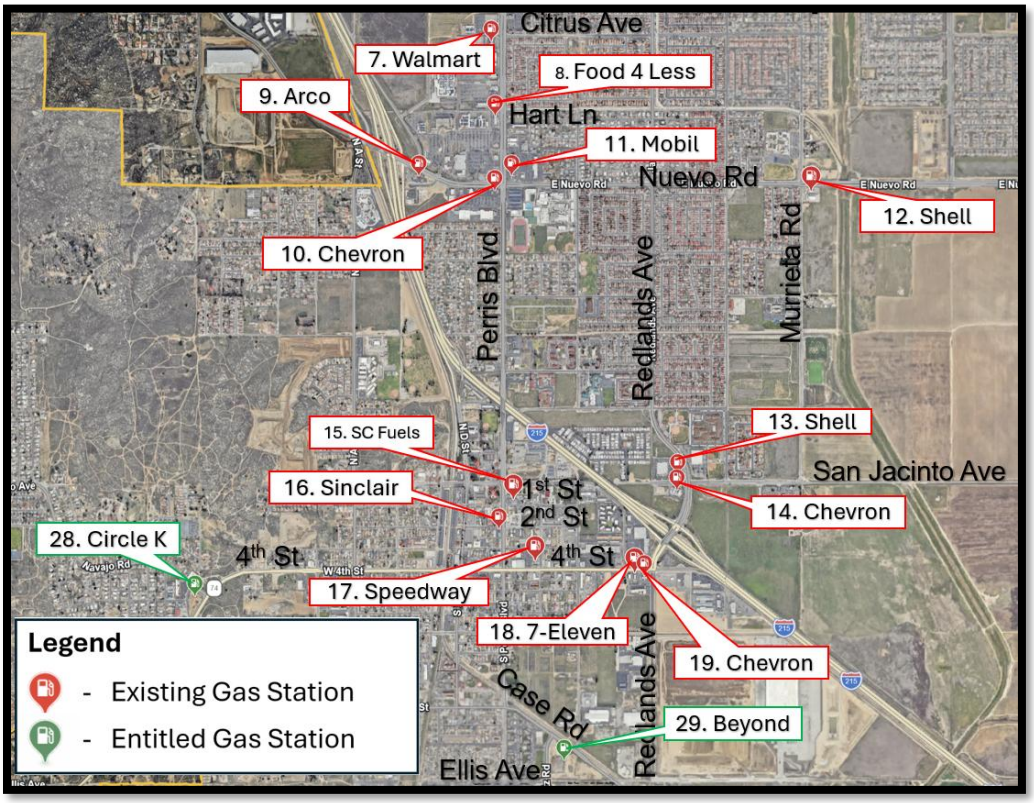
Gas Stations in the City of Perris

According to City records, there are 23 active gas stations operating in the City of Perris, primarily along major arterial corridors and commercial nodes that serve regional and commuter traffic, including areas near the I-215 freeway and other key thoroughfares throughout the community. In addition, eight (8) gas stations have received the required land-use entitlements but have not yet been constructed. If these approved gas station projects are ultimately constructed, the total number of gas stations in the city would increase from 23 to 31 (see Attachment 1). The existing and entitled locations reflect continued demand for fueling services driven by regional growth and increased traffic volumes along arterial transportation corridors. Below are maps of the existing and proposed Gas Stations in Perris, to highlight where they are located:

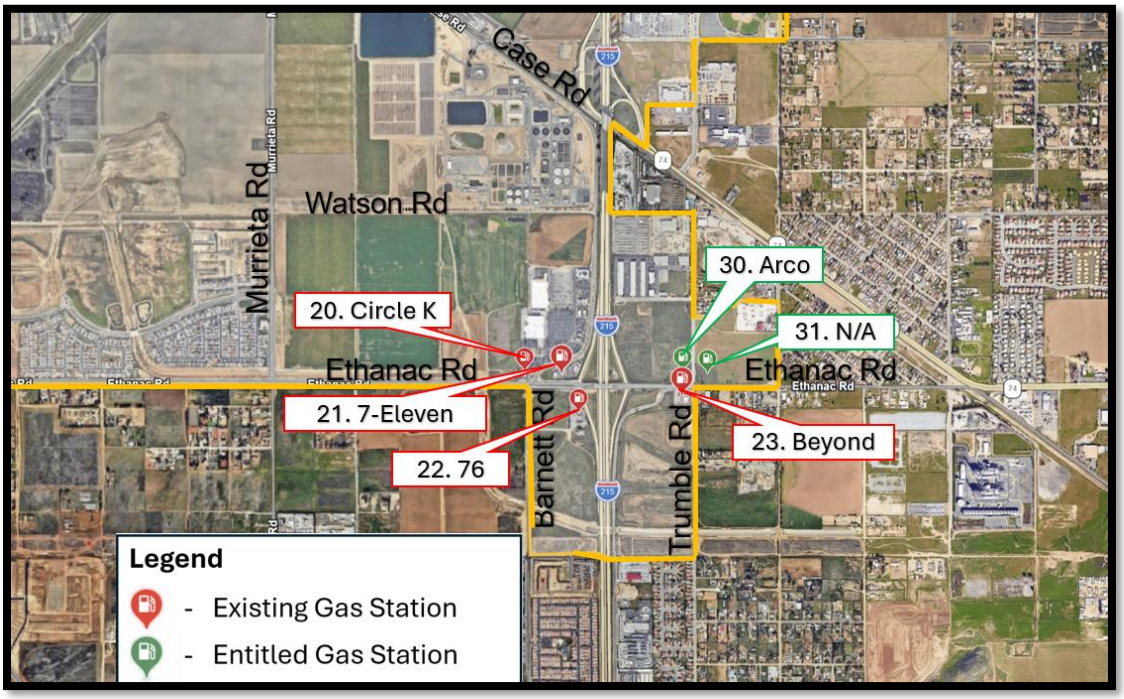
North Perris Gas Station Map



Central Perris Gas Station Map



South Perris Gas Station Map



ANALYSIS

In reviewing gas station regulations throughout California, there are five (5) cities that have an outright ban on new gas stations, citing that the state is moving towards ending the sale of new gasoline-powered cars by 2035 and wants to reduce dependence on fossil fuels. Three (3) cities limit the number of gas stations to two per intersection; additionally, some jurisdictions limit the number of gas stations per intersection and require a minimum distance of 500 to 1,000 feet between gas stations; and one city has a minimum distance requirement of 200 feet from a residentially zoned property.

Standards					
	City	Prohibits New Gas Stations	Limit at Intersection	Distance between Gas Station	Distance to Residential
1	Chico	No	**2 per Intersection**	No	No
2	Elk Grove	No	**2 per Intersection**	**500 feet**	No
3	Jurupa Valley	No	**2 per Intersection**	**1,000 feet**	No
4	Novato	**Yes**	No	No	No
5	Orange	No	No	No	**200 feet**
6	Petaluma	**Yes**	No	No	No
7	Rancho Cucamonga	No	No	**1,000 feet**	No
8	Rohnert Park	**Yes**	No	No	No
9	Santa Rosa	**Yes**	No	No	No
10	Sebastopol	**Yes**	No	No	No

Based on the approach of other cities, to address the proliferation of gas stations, the City Council may consider a range of regulatory approaches, including:

- **Gas Station Intersection Limits:** Restricting the number of gas stations per intersection.
- **Distance Requirements Between Gas Stations:** Establishing minimum separation distances between existing and proposed locations.
- **Setback Requirement from Residential Zones/Property:** Requiring minimum distances from residential zones.
- **Use Prohibition:** Prohibiting new gas stations.

RECOMMENDATION:

Based on the information presented, the City Council is requested to review, discuss, and provide direction on potential policy options related to gas station development.

BUDGET (or FISCAL) IMPACT: Staff time for the preparation of the staff report is budgeted in the General Fund.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

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

Attachments:

1. List of Existing and Entitled Gas Stations in the City of Perris
2. Map of Existing and Entitled Gas Stations in the City of Perris
3. Survey of Development Restrictions

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

ATTACHMENT 6

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 26-00005
Specific Plan Amendment 26-00003

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

LOCATION: Citywide

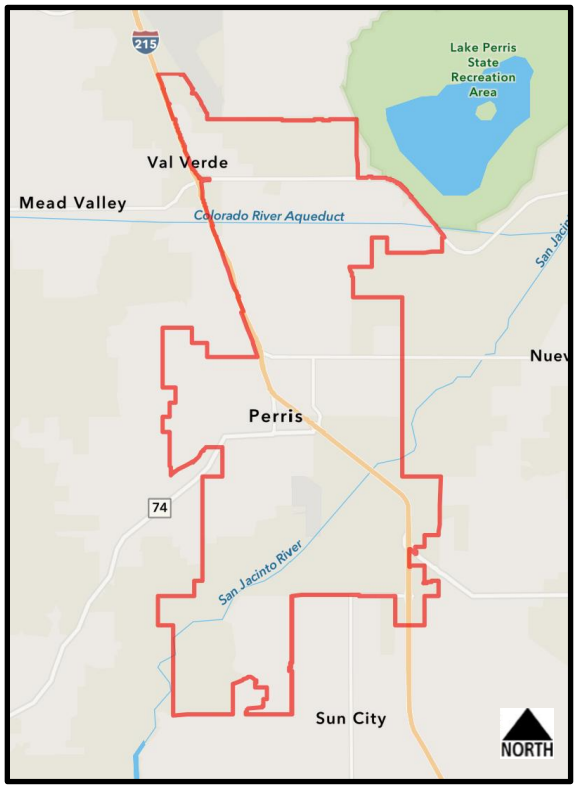
PROPOSAL: A city-initiated proposal to amend Title 19 (Zoning Code) of the Municipal Code and the Perris Valley Commerce Center, Downtown Perris, Harvest Landing, Green Valley, New Perris, and Riverglen Specific Plans to establish locational standards for gas stations citywide.

ENVIRONMENTAL DETERMINATION: The proposed Zoning Code Text Amendment and Specific Plan Amendments are determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), (Common Sense Exemption), because the amendments consist solely of text changes to the City's Zoning Code and Specific Plans to establish locational standards for Gas Stations citywide, and it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment.

REVIEW AND COMMENT PERIOD: The City Council is scheduled to consider this project on November 10, 2026, at 6:30 p.m. The Planning Commission considered the project on October 7, 2026, and recommended approval of the project to the City Council by a vote of 4 ayes, 0 noes, 1 absent.

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:	November 10, 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

CITY COUNCIL
AGENDA SUBMITTAL

12.A

MEETING DATE: November 10, 2026

SUBJECT: Consideration of a Two-Year Renewal of the Professional Service Agreement with Flock Group, Inc. dba Flock Safety for the License Plate Recognition Camera System in the Amount of $616,584.

REQUESTED ACTION: Approve the Two-Year Renewal of the Professional Service Agreement with Flock Group, Inc. dba Flock Safety for the License Plate Recognition Camera System in the Amount of $616,584, Effective Retroactive to July 1, 2026, and Authorize the City Manager to Execute Related Documents, Approved as to Form by the City Attorney

CONTACT: Clara Miramontes, City Manager

BACKGROUND/DISCUSSION:

On March 26, 2024, the City Council approved a two-year Professional Service Agreement with Flock Safety in the amount of $653,538 for the purchase and installation of 99 license plate recognition cameras at intersections throughout the City. The Flock Safety system gathers objective evidence about vehicles, not people, and alerts the Riverside County Sheriff's Department to wanted or stolen vehicles to help solve crimes. The original agreement covered Fiscal Years 2024/25 and 2025/26 and expired on June 30, 2026, and staff is now requesting approval of a two-year renewal to continue these services. This item was reviewed by the Public Safety Committee on September 11, 2026, in which the committee recommended that the renewal contract be reviewed by the City Council.

Under the original agreement, the City moved its Automated License Plate Reading services from Vigilante Solutions, whose contract ended on June 30, 2024, to Flock Safety. Flock uses machine vision to identify vehicle attributes in addition to the license plate, which allows deputies to search for a vehicle based on its description. The cameras are solar powered and do not require hardwiring, so they can be placed wherever they are needed.

The renewal agreement continues the same level of service for the next two years. It includes the FlockOS Advanced Package, which is the software platform used to search and review camera data; continued service for the City's 99 Flock Safety license plate recognition cameras (formerly known as Falcon); and Flock Safety Video Integration (formerly known as Wing) for 158 video feeds, which brings those feeds into the same platform. The Flock Safety system remains in use by the Sheriff's

Department and by many neighboring agencies throughout Riverside County, which supports information sharing across jurisdictions.

The renewal is priced at $308,292 per year, for a two-year total of $616,584. This is the same annual rate the City paid in the second year of the original agreement. Because the cameras are already in place, the renewal does not include the one-time installation costs that were part of the original agreement, and the two-year total is $36,954 less than the original agreement amount of $653,538. The agreement is effective retroactive to July 1, 2026, so there is no gap in service between the end of the original agreement and the start of the renewal, and the term runs for two years through June 30, 2028. Staff has included attachments 3 and 4 provided by Flock Safety that describe the system and a facts sheet.

RECOMMENDATION

It is recommended that the City Council review and consider a two-year renewal of the Professional Service Agreement with Flock Safety for continued use of the license plate recognition camera system in the amount of $308,292 annually and $616,584 for the two-year period.

BUDGET (or FISCAL) IMPACT:
The two-year cost of $616,584 will be paid over two fiscal years, with $308,292 in FY 2026/27 and $308,292 in FY 2027/28. Funding will come from the General Fund under the Public Safety department. The FY 2026/27 amount is included in the adopted budget, and the FY 2027/28 amount will be included in the budget for that fiscal year.

Prepared By: Clara Miramontes, City Manager

Attachments:
1. Agreement for Professional Services Between City of Perris and Flock Group.docx
2. Flock Safety Renewal Quote No. Q-201048.pdf
3. FlockOS Description.pdf
4. Flock Myths and Facts.pdf

ATTACHMENT 1

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF PERRIS AND FLOCK GROUP, INC. DBA FLOCK SAFETY

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
FLOCK GROUP, INC. DBA FLOCK SAFETY

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") by and between CITY OF PERRIS, a California municipal corporation ("**City**") and FLOCK GROUP, INC., a Delaware corporation DBA FLOCK SAFETY ("**Consultant**") is entered into effective retroactive to the 1st day of July, 2026. 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 **Six Hundred Sixteen Thousand Five Hundred Eighty-Four Dollars and Zero Cents ($616,584.00) ("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 two (2) years following the effective date of this Agreement ("**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 Brian Bolduc, Customer Success Manger, 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 Clara Miramontes, City Manager (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 General and Intellectual Property 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.

Consultant represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Consultant's provision of the Services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys'

fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the Services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In the event of any IP Claims, or in Consultant's opinion is likely to occur, Consultant shall at its option and expense and with prior notice to City: (a) modify the Services to be non-infringing; or (b) obtain for City the right to use the Services as set out in this Agreement at no cost to City. Consultant's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Consultant's obligations to indemnify and defend City in the event of any IP Claims.

Consultant shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Services with software, hardware or other materials not furnished or approved in writing by Consultant if such infringement would have been avoided without such software, hardware or other materials.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies.

(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 Grant of License; Ownership of Documents. Consultant hereby grants to City, its employees, officials, and agents a limited, revocable, non-exclusive, non-transferrable, royalty-free license for the Term for City to use any intellectual property associated with Consultant's provision and City's use of, the Services. 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(s) and year set forth below, with express intent that this Agreement shall take effect as of the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager
Date: _____, 2026

ATTEST:

_____
Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:

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

CONSULTANT:
FLOCK GROUP, INC., a Delaware corporation DBA FLOCK SAFETY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1170 Howell Mill Rd., St 210
Atlanta, GA 30318

Date: _____, 2026

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 the following Services:

Product and Services Description

Flock Safety Platform Items	Product Description

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

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)

None.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the following rates:

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$308,292.00**
Flock Safety Flock OS			
FlockOS™ Advanced Package	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	99	Included
Flock Safety Video Products			
Flock Safety Video Integration VMS, fka Wing	Included	158	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$308,292.00
Annual Recurring Subtotal:	$308,292.00
Discounts:	-$1,580.00
Estimated Tax:	$0.00
Contract Total:	$616,584.00

II. The total compensation for the Services shall not exceed $616,584.00, 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 directed by City's Contract Officer.

ATTACHMENT 2

FLOCK SAFETY RENEWAL QUOTE NO. Q201048

Flock Safety + CA - City of Perris

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Brian Bolduc
brian.bolduc@flocksafety.com
+15035807107

Created Date: 04/27/2026
Expiration Date: 05/24/2026
Quote Number: Q-201048
PO Number:

flock safety

flock safety

Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 4000 Orange St Riverside, California 92501

Ship To: 101 N D St Perris, California 92570

Billing Company Name: CA - Riverside County SO
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 24 Months
Renewal Term:
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$308,292.00**
Flock Safety Flock OS			
FlockOS™ Advanced Package	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	99	Included
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Professional Services and One Time Purchases

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Subtotal Year 1:	$308,292.00
Annual Recurring Subtotal:	$308,292.00
Discounts:	-$1,580.00
Estimated Tax:	$0.00
Contract Total:	$616,584.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
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FlockOS Features & Description

FlockOS Features	Description

Attachment 3

FlockOS Description

Flock Safety

FlockOS

A Real-Time Crime Center That Works for Every Agency.

FlockOS is the real-time crime center (RTCC) platform designed to meet agencies where they are—providing powerful tools, seamless integrations, and expert support to help your team respond smarter and faster.



Flock OS Starter

Build situational awareness with privately funded live video and a dynamic map of your jurisdiction. Achieve faster, safer responses without complex infrastructure.

- ESRI Based Map Interface
- Real-Time Map Alerting on Flock Devices
- Single Map view of 3rd party video
- Real-Time Traffic Layer
- Camera Direction Indicator Tool
- Aerodome Drone Location & Live Viewing

Flock OS Plus

Streamline your operations with powerful tools, seamless workflows and regional collaboration. Easily integrate existing platforms into FlockOS for a unified, powerful solution. **Everything in Starter, and:**

- Body Worn Camera Live Location
- Map Attachments & Layers
- Community Partnership Capability
- Real-Time Routing
- Access live video outside of jurisdiction
- Solar-powered video and Gateways through Flock's Community Partnership Program
- Live Location Sharing via Flock Safety Mobile App
- Examples of Integration Capabilities: (Existing agency and 3rd party Video Integration with Cloud, Gateway or VMS, Automatic Vehicle Location (AVL), Receive CAD Connections, FirstTwo ...and more)

Flock OS Premium

Connect regionally, collaborate effectively, and lead confidently with Flock's custom support and advanced RTCC tools.
Everything in Plus, and:

- Flock911
- CAD Sharing Capability
- AVL Connection Outside of Agency
- Third party Drone Integration
- Community Rollover Program and Partnership Support Team
- FreeForm
- Personalized Training & Consulting by Flock's RTCC Team

MULTIPLY YOUR FORCE
Achieve scalable city-wide coverage and simplified access to intelligence

OPEN ECOSYSTEM
Break down silos and unify your tools with an integrated platform

INFRASTRUCTURE FREE
Deploy rapidly and scale effortlessly for seamless operations anywhere

flocksafety.com (866) 901-1781 | support@flocksafety.com

Attachment 4

Flock Myths and Facts

Built for safety. Designed for trust.

Let's take a look at common common myths about Flock Safety License Plate Readers (LPRs)



Flock is a trusted partner to cities, businesses, schools, and neighborhoods protecting where people live, work, and play.

This is the motivation that drives us each and every day.



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Flock Safety



Flock Safety LPR®

Myths & Facts

971

CLAIM

LPRs are mass surveillance and can track people everywhere they go.

FACT

LPRs take a point-in-time image of the rear of vehicles on public roadways. They do not continuously track vehicles. Images that don't match a specific search or alert connected to an investigation are never accessed and automatically deleted.

CLAIM

LPRs are a violation of the 4th Amendment

FACT

Courts have consistently found that license plate readers, which take images of vehicles on public roads, are not a violation of privacy under the 4th Amendment.

CLAIM

Flock's data is shared with ICE and federal agencies

FACT

Flock's customers own 100% of their data. Flock customers determine which other law enforcement agencies, if any, they want to share data with. Flock cannot share a customer's data without their approval.

CLAIM

These cameras can use facial recognition

FACT

Flock does not utilize facial recognition technology.

CLAIM

Flock can keep our data and can sell or share it with 3rd parties

FACT

Flock does not sell customer data to third parties. Flock customers own the data collected by their LPR systems. Flock does not share it without customer permission. Local agencies decide if, when, and with whom to share data with and can revoke access at any time.

This commitment is enshrined in our contracts with customers.

CLAIM

Private customers can access Flock's network

FACT

Private Flock customers do not have access to law enforcement data. While private customers can choose to share their data with a law enforcement agency, it is a one-way sharing relationship.

Private customers can never access National or Statewide Lookup.

CLAIM

Criminals will just cover license plates and render these useless

FACT

Flock's Vehicle Fingerprint Technology utilizes vehicle details like body-type, make, color, and other vehicle information to help identify wanted vehicles when a license plate is obscured or missing.

CLAIM

This is new, untested technology

FACT

License Plate Readers have been around since the 1970s. Flock LPRs are highly accurate, collecting objective evidence and investigative leads proven to solve crime.

CLAIM

LPRs don't have an impact on crime

FACT

Thousands of crimes are solved every week using Flock's LPR cameras. This is why groups like the National Center for Missing and Exploited Children and Mothers Against Drunk Driving consider Flock LPR cameras a critical tool in keeping our children and streets safe.

CLAIM

Police can use these systems without oversight

FACT

Flock has created industry-leading audits and safeguards that go above and beyond legal requirements to help agencies quickly identify any misuse. A search reason and user ID are always required. Search records including user ID and search reason are kept permanently, creating an audit trail for robust oversight and accountability.

Flock also offers an LPR Transparency Portal where agencies can share important information about how LPRs are utilized and can include audit information.