



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

AGENDA

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

Tuesday, February 12, 2019

6:30 P.M.

City Council Chambers

(Corner of San Jacinto and Perris Boulevard)

101 North "D" Street

Perris, California

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

2. ROLL CALL:

Rabb, Rogers, Magaña, Corona, Vargas

3. INVOCATION:

Pastor Chris Thompson
Perris Valley Community Church
3470 Nature Trail Court
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilman 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.

- A. Introduction of New City Employees
- B. SkyDive Perris Airport Presentation by Ms. Melanie Conatser
- C. Working Scholars Presentation by Mitchell Harnett, Community Relations Coordinator of Study.com

7. APPROVAL OF MINUTES:

- A. Approve the Minutes of the Regular Joint Meeting held on January 29, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

8. CONSENT CALENDAR:

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

- A. Adopt Resolution Numbers (next in order) regarding Annexation of PR 17-05194 to Maintenance District No. 84-1 (MD 84-1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PR 17-05194 INTO MAINTENANCE DISTRICT NUMBER 84-1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- B. Adopt Resolution Number (next in order) regarding Annexation of PR 17-05194 to Flood Control Maintenance District No. 1 (FCMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- C. Adopt Resolution Numbers (next in order) regarding Annexation of PR 17-05194 to Landscape Maintenance District No. 1 (LMD 1). PR 17-05194 is a 0.88 acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. (Owner: Credits Holding, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 144 (PR 17-05194) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019.

- D. Adopt Resolution Number (next in order) to Annex Territory to CFD 2001-3. (Owner: Credits Holding, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 31].

- E. Adopt the Second Reading of Ordinance Number 1378 to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones based upon the findings contained in the ordinance.

The Second Reading of Ordinance Number 1378 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 19.88 TO TITLE 19 OF THE PERRIS MUNICIPAL CODE, WHICH IDENTIFIES SHORT TERM RENTALS AS PERMITTED USES IN THE CITY'S RESIDENTIAL ZONES AND WHICH COMPLIMENTS CHAPTER 5.38 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE WHICH REGULATES SHORT-TERM RENTAL OPERATIONS.

- F. Approve updated contracts to Avant Garde, California Consulting Inc., DUDEK, Nine Seven LLC, and Engineering Solutions Services for Grant Writing Services list.
- G. Approve Agreement for the Purchase and Sale of Real Property at the Northwest Corner of 9th Street and Perris Boulevard, portions of APN 313-263-034 and 313-263-035.
- H. Adopt a Resolution (next in order) authorizing approval of a Purchase and Sale Agreement of 0.18 acre of vacant land identified as Assessor's Parcel Number 326-071-002, located south of West Metz Road for the future Enchanted Hills Park.

The Proposed Resolution (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR 0.18 ACRE VACANT LAND IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 326-072-002 FOR THE FUTURE ENCHANTED HILLS PARK PROJECT LOCATED ON THE 1300 BLOCK OF WEST METZ ROAD IN THE ENCHANTED HILLS COMMUNITY IN PERRIS.

- I. Approve allocation of funds to CIP S036 to issue payment for emergency asphalt street repairs.

- J. Receive and File Quarterly Investment Report for the Quarter Ended December 31, 2018.

9. PUBLIC HEARINGS:

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

- A. Consideration to Introduce the First Reading of Ordinance Number (next in order) to amend Chapter 2.37 of the Perris Municipal Code to reduce the number of Planning Commissioners from seven to five.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY'S PLANNING COMMISSION.

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

PUBLIC COMMENT:

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

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

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

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

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Verbal Presentation

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 12, 2019

SUBJECT: Sky Dive Perris Presentation

REQUESTED ACTION: Receive and file a presentation by the Sky Dive Perris Airport

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

BACKGROUND/DISCUSSION:

On January 9, 2019, Ms. Melanie Conatser of the Sky Dive Airport Perris requested an opportunity to present an update of airport activities to the City Council. Airport representatives will be present at this meeting to provide an overview of their activities as well as future growth plans as they serve a growing number of military patrons and civilian skydiving enthusiasts from around the world.

BUDGET (or FISCAL) IMPACT:

None

Prepared by: Dr. Grace I. Williams, Director of Planning & Economic Development

City Attorney: Eric Dunn

Assistant City Manager: Clara Miramontes
Assistant City Manager: Isabel Carlos

Finance Director: Jennifer Erwin

Presentation: February 12, 2019

Attachment: Sky Dive email

Grace Williams

From: Melanie Conatser <melanie@skydiveperris.com>
Sent: Wednesday, January 09, 2019 3:03 PM
To: Michele Ogawa; Grace Williams
Cc: Dan,BC Dan B C; Pat Conatser
Subject: Request to speak at the February 12th City Council Meeting

Hello Dr. Grace & Michele,

On behalf of the Airport family, I would like to ask if we can have the opportunity to speak to the City Council members at the February 12th meeting?

With all of the recent inquires and possibly land sales around the Airport, we feel now would be a great time to share with the City Council about the business Skydive Perris has planned for 2019 and beyond. We're excited to share with all of you our efforts in continuing to grow our business and the visibility we bring to our City from customers around the World.

Thank you for you time,

Melanie

Verbal Presentation



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the of the Regular Joint City Council Meeting held on January 29, 2019

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

Prepared by: Judy L. Haughney, CMC, Assistant City Clerk *dh*

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments:

Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes

CITY OF PERRIS

MINUTES:

Date of Meeting: January 29, 2019

06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

2. **ROLL CALL: Corona, Rabb, Rogers, Magaña, Vargas**

Present: Corona, Rabb, Rogers, Magaña, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, City Engineer Motlagh, Assistant City Manager Miramontes, Assistant City Manager Carlos, Police Captain Fellows, Fire Chief Barnett, Director of Planning and Economic Development Williams, Director of Community Services Chavez, Director of Finance Erwin, Director of Public Works Hartwill and City Clerk Salazar.

3. **INVOCATION: Pastor Gerry Brown U-Turn 4 Christ 20170 Patterson Avenue Perris, CA 92570**

In the absence of Pastor Gerry Brown, Pastor Harold Fleeger gave the Invocation.

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Corona led the Pledge of Allegiance.

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

There was no Closed Session.

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

A. **City of Perris Employee of the Quarter Recognition for the Fourth Quarter of 2018.**

B. **Recognition of Rancho Verde High School Crimson Regiment Marching Band under the direction of Mr. Honglac Hathuc.**

7. **APPROVAL OF MINUTES:**

A. **Approved the Minutes of the Regular Joint Meeting held on January 8, 2019 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 Magana to Approve the Minutes, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Councilmember Corona requested that Items 8.C. and 8.E. be pulled for separate action.

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

- A. Approved Award of Contract to Western Audio Visual for engineering services and replacement of City Council Chambers cameras and equipment.
- B. Approved the purchase of three (3) vehicles for Public Works.
- C. Approved allocation of funds to CIP S036 to issue payment for emergency asphalt street repairs.

This item was pulled for separate consideration by Councilmember Corona.

The following Councilmembers spoke:

Corona

Vargas

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Item 8.C., as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- D. Approved Award of Contract to Superior Pavement Markings, Inc. for the Downtown Alley Striping and Signage project.
- E. Approved traffic calming measures for Navajo Road, Wilson Avenue, Murrieta Road and authorize staff to implement the improvements.

This item was pulled for separate consideration by Councilmember Corona.

The following Councilmember spoke:

Corona

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Magana to Approve item 8.E., as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- F. Approved and authorized the Mayor or City Manager to execute the Master License Agreement with the Riverside County Transportation Commission (RCTC) for utilities on RCTC property.
- G. Approved and authorized the City Manager or his designee to finalize and execute Lease Amendment No. 1 to Tri Lake Consultants Sublease Agreement.
- H. Approved the 2019 Summer/Holiday City Council Meeting Schedule.
- I. Received and filed the City's Comprehensive Annual Financial Report, Public Utility Authority, Public Financing Authority, Joint Powers Authority, Community Economic Development Corporation (CEDC), and Housing Authority Financial Statements for 2017-2018.
- J. Approved the City of Perris Monthly Check Register for December 2018.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Michael Vargas to Approve the balance of the Consent Calendar with the exception of Items 8.C. and 8.E.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Number 5428 to uphold the appeal to certify the EIR (SCH No. 2017101009), and approve Development Plan Review 17-00001 and Tentative Parcel Map 37343 (17-05163), based on the Conditions of Approval, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program (MMRP), and findings in the report. (Applicant: Duke Realty).

Resolution Number 5428 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING THE CERTIFICATION OF THE EIR (SCH NO.: 2017101009) IN ASSOCIATION WITH DEVELOPMENT PLAN REVIEW 17-00001 (AKA DUKE MARKHAM/PATTERSON) AND TENTATIVE PARCEL MAP (TPM 37343) 17-05163 CONSISTING OF CONSTRUCTION OF A 811,628 SQ. FT. HIGH-CUBE WAREHOUSE AT THE

SOUTHEAST CORNER OF PATTERSON AVENUE AND MARKHAM STREET, TO CONSOLIDATE TWO (2) LOTS INTO ONE PARCEL, AND TO VACATE THE DEDICATED RIGHT-OF-WAY FOR PERRY STREET ALONG THE PROJECT'S SOUTHERN BOUNDARY, SUBJECT TO THE FINDINGS CONTAINED HEREIN.

Planning Manager Phung gave the presentation on this item.

The Mayor opened the Public Hearing at 6:59 p.m.

The following person spoke:

Brady McCarron

The Mayor closed the Public Hearing at 7:03 p.m.

The following Councilmember's spoke:

Magaña

Corona

The Mayor re-opened the Public Hearing at 7:05 p.m.

The following person spoke:

Bob Close, Duke Realty

The Mayor closed the Public Hearing at 7:10 p.m.

The following Councilmember's spoke:

Vargas

Rabb

Rogers

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Magana to Approve Resolution Number 5428, as presented.

AYES: David Starr Rabb, Rita Rogers, Michael Vargas

NOES: Malcolm Corona, Marisela Magana

ABSENT:

ABSTAIN:

- B. Adopted Resolution Number 5429 approving the Amendment to the 2014-019 Consolidated Plan and the FY 2018-2019 Annual Action Plan to reallocate unexpended CDBG funds from the Fiscal Year 2017-2018 Annual Action Plan to the existing eligible non-public service project, the Citywide Pedestrian Improvement Project.

Resolution Number 5429 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING AN AMENDMENT TO THE FIVE YEAR CONSOLIDATED PLAN (2014-2019) AND FISCAL YEAR 2018-2019 ANNUAL ACTION PLAN BY REALLOCATING \$141,386.86 IN UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM THE FISCAL YEAR 2017-2018 ANNUAL ACTION PLAN TO THE FISCAL YEAR 2018-2019 ANNUAL ACTION PLAN.

Grants Manager Cortes de Pavon gave the presentation on this item.

The Mayor opened the Public Hearing at 7:32 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:32 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve Resolution Number 5429, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

Councilmember Rogers left the City Council Chambers at 7:33 p.m. and returned at 7:35 p.m.

- C. Adopted Resolution Numbers 5430, 5431, 5432, 5433, 5434, 5435, 5436, 5437 and 5438 to acquire real property for the widening of Goetz Road.

Resolution Number 5430 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN PORTIONS OF THE PROPERTIES KNOWN AS ASSESSOR'S PARCEL NOS. 330-030-009, 330-030-010, AND 330-030-012.

Resolution Number 5431 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-040-012.

Resolution Number 5432 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-100-005.

Resolution Number 5433 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-080-022.

Resolution Number 5434 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-090-001.

Resolution Number 5435 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,

CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-100-002.

Resolution Number 5436 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-080-005.

Resolution Number 5437 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-100-006.

Resolution Number 5438 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF A FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 330-100-024.

Assistant City Attorney Papajohn gave the presentation on this item.

The Mayor opened the Public Hearing at 7:40 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:40 p.m.

The following Councilmember's spoke:

Rabb

Corona

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by Rita Rogers to Approve Resolution Numbers 5430, 5431, 5432, 5433, 5434, 5435, 5436, 5437 and 5438, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

- D. Introduced the First Reading of Ordinance Number 1378 to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061 (b)(3), and approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, based upon the findings contained in the Ordinance.

The First Reading of Ordinance Number 1378 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 19.88 TO TITLE 19 OF THE PERRIS MUNICIPAL CODE, WHICH IDENTIFIES SHORT-TERM RENTALS AS PERMITTED USES IN THE CITY'S RESIDENTIAL ZONES AND WHICH

COMPLIMENTS CHAPTER 5.38 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE WHICH REGULATES SHORT-TERM RENTAL OPERATIONS.

Planning Manager Phung gave the presentation on this item.

The Mayor opened the Public Hearing at 7:44 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:44 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Magana to Approve the First Reading of Ordinance Number 1378, as presented.

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

10. **BUSINESS ITEMS:**

- A. **Consideration of Appointment of an Applicant to fill an open seat on the Planning Commission.**

This item was presented by Mayor Vargas.

The following Councilmember's spoke:

Vargas

Rabb

Rogers

Corona

Magana

Applicant Blanca Lopez spoke.

There was no Public Comment.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve the appointment of Blanca Lopez to the City of Perris Planning Commission.

AYES: David Starr Rabb, Rita Rogers

NOES: Marisela Magana, Michael Vargas

ABSENT:

ABSTAIN: Malcolm Corona

Direction was given to bring back an agenda item to consider the reduction of the Planning Commission from 7 members to 5 members.

- B. **Consideration of Appointment to the Homeless Task Force Committee.**

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve

AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Marisela Magana,
Michael Vargas

NOES:

ABSENT:

ABSTAIN:

This item was presented by Mayor Vargas.

Mayor Vargas appointed Mayor Pro Tem Magaña and Councilmember Corona to the Homeless Task Force Committee.

There was no Public Comment.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Rosemary Fonseca

Daniel Mejia

Lovella Singer

Adrian Kakus

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

Magaña

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:44 p.m. in memory of Liliana Guardado and 11 year old Victor Lomeli, who lost their lives in a tragic fire that occurred on January 19, 2019, in the City of Perris.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 12, 2019

SUBJECT: Annexation of PR 17-05194 to Maintenance District No. 84-1

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PR 17-05194 to Maintenance District No. 84-1 and setting a public hearing date of April 9, 2019

CONTACT: Habib Motlagh, City Engineer


BACKGROUND/DISCUSSION: PR 17-05194 is an 0.88-acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard under the ownership of Credits Holding LLC. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. As a condition of approval, the project is required to annex into MD 84-1.

This district was formed to finance the annual maintenance of streetlights and traffic signals installed in conjunction with new development. The project specifically benefits from street lights on Harley Knox Boulevard, and from existing and future traffic signals.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$171.05. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reviewed by:

Assistant City Manager 

Director of Finance 

City Attorney _____

- Attachments:
1. Resolution Ordering Preparation of the Engineer's Report
 2. Engineer's Report
 3. Resolution Preliminarily Approving Engineer's Report
 4. Resolution of Intention to Annex PR 17-05194 to Maintenance District No. 84-1

Consent:

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF PR 17-05194 INTO MAINTENANCE DISTRICT NUMBER 84-1

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

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

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

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

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

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

Section 3. That PR 17-05194 be defined as that area to be annexed to the City of Perris Maintenance District Number 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PR 17-05194 to Maintenance District Number 84-1, City of Perris, County of Riverside, State of California."

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

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

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

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

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

ADOPTED, SIGNED and **APPROVED** this 12th day of February, 2019.

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 12th day of February, 2019, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar

AGENCY: City of Perris

PROJECT: Annexation of PR 17-05194
To Maintenance District No. 84-1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

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

**"Annexation of PR 17-05194
to Maintenance District No. 84-1"**

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

Executed this 12th day of February, 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 9th day of April 2019, by adoption of Resolution ____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 12th day of February, 2019.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications. Generally, the work to be performed consists of the annual energy and maintenance costs for one streetlight. The street light to be maintained is identified as 2075572E as shown on the plans and specifications prepared by Southern California Edison for Proposed Construction (Location) "New Meter and Service LS-3, 1138 Harley Knox Blvd."

In addition to the streetlights, this area benefits from existing and future traffic signals.

The site of PR 17-05194 is shown on the diagram within Part 4. The plans and specifications for all facilities are or will be on file in the City of Perris Office of Community Development and, by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto. The plans and specifications sufficiently show and describe the general nature, location and extent of the improvements.

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

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

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

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

Facility	Quantity	Annual Cost	Total Cost
Street Lights			
8600 Lumen LED	0	\$150.32	\$00.00
11800 Lumen LED	1	\$204.28	204.28
Incidental Costs			\$30.64
City Contribution for Street Lights	1	-53.96	-53.96
Resolution No. 5307			-9.91
Balance to Assessment			\$171.05

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

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

The cost of the general benefit is to be contributed by the City. This cost for lights is equal to the unit cost difference between a local street light and an arterial street light. A local street light is the standard light required on a local street. Arterial streets require a higher output street light in order to service a capacity greater than the local traffic.

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

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

$$\frac{1.0 \text{ Assessed Acre}}{4.2 \text{ Benefit Units}} \times \frac{\$171.05}{0.88 \text{ AC}} = \$46.28 \text{ per Benefit Unit}$$

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

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

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No.1.

- PART 4.** **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PR 17-05194. Said boundary is designated as "Diagram of Annexation of PR 17-05194 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.
- PART 5.** **A Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.

**Assessment Roll
Annexation of PR 17-05194
To Maintenance District No. 84-1
City of Perris**

Parcel and Assessment Number	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2018/2019
1	314-153-073	\$171.05	\$00.00

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

DIAGRAM OF ANNEXATION OF PR 17-05194 TO MAINTENANCE DISTRICT NO. 84-1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

-  ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-153-073



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

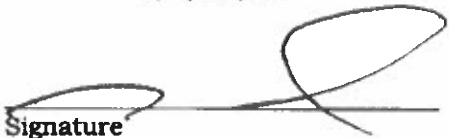
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the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

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

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

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

Dated: 12/03/10

Signature 

List Property Owner Name and Mailing Address

Please have notarized

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 San Bernardino)

On 12.03.2018 before me, B.M. Bishop, a Notary Public
(Insert name and title of the officer)

personally appeared Richard Blair Munkvold
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 

(Seal)

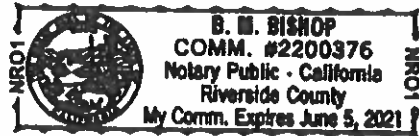


Exhibit "A"

Legal Description

A.P.N.: 314-153-073-3

Real property in the City of Perris, County of Riverside, State of California, described as follows:

LOT 4 IN BLOCK "A" IN GOLDEN VALLEY FARMS, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE(S) 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 8.0 FEET OF LOT 4 IN BLOCK "A" OF GOLDEN VALLEY FARMS, AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, PAGE 78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PER DEED TO MARCH JOINT POWERS AUTHORITY, A BODY POLITIC.

RESOLUTION NUMBER XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF
CALIFORNIA, OF PRELIMINARY APPROVAL OF
ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194
TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER
84-1**

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

WHEREAS, on the 12th day of February, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of PR 17-05194; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

Page 3

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 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NUMBER 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO MAINTENANCE DISTRICT NUMBER 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019

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

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

WHEREAS, on the 12th day of February, 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ___ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

WHEREAS, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex PR 17-05194 to the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

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

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PR 17-05194 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PR 17-05194, to Maintenance District Number 84-1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is \$46.28 per Benefit Unit (single family home). Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on April 9, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

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

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

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

notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

Page 5

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

**CITY COUNCIL
AGENDA SUBMITTAL**

Meeting Date: February 12, 2019

SUBJECT: Annexation of PR 17-05194 to Flood Control MD No. 1

REQUESTED ACTION: Adoption of Resolution of Intention to Annex PR 17-05194 to Flood Control Maintenance District No. 1 and set a public hearing date of April 9, 2019.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: PR 17-05194 is an 0.88-acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard under the ownership of Credits Holding LLC. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project. As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements installed in conjunction with new development.

The project will benefit from the maintenance and servicing of public flood control facilities that protect the project from inundation. These public improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel (PVSDC). These improvements include a catch basin, 18-inch reinforced concrete storm drain pipes, and appurtenances. It is noted that the catch basin and a portion of the 18-inch storm drain pipe to be maintained are located within the property line. These improvements are to be maintained by Benefit Zone 110 in perpetuity.

BUDGET (or FISCAL) IMPACT: The maximum annual assessment is \$995.10. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Reviewed by:

Assistant City Manager 

Director of Finance 

City Attorney _____

Attachments: 1. Engineer's Report
2. Resolution of Intention to Annex PR 17-05194 to Flood Control MD No. 1

Consent:

AGENCY: City of Perris

PROJECT: Annexation of PR 17-05194
To Benefit Zone 110, Flood Control Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

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

**"Annexation of PR 17-05194
To Benefit Zone 110, Flood Control Maintenance District No. 1"**

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

Executed this 12th day of February 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 9th day of April 2019, by adoption of Resolution ____ of the City Council.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 12th day of February 2019.

NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. **A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect Benefit Zone 110 from inundation. These public improvements channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel (PVSDC). The improvements to be maintained under Benefit Zone 110 include a catch basin, 18-inch reinforced concrete storm drain pipes, and appurtenances. It is noted that the catch basin and a portion of the 18-inch storm drain pipe to be maintained are located within the property line. The remaining improvements are located within the public right-of-way. These improvements are to be maintained by Benefit Zone 110 in perpetuity.

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

It is noted that, other than the catch basin and storm drain pipe mentioned above, all private on-site storm drainage facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

PART 2. **Plans and Specifications** for the improvements to be maintained for a fiscal year have been approved by the City of Perris. The improvements are identified on the plans and specifications prepared by United Engineering Group that is entitled, "Precise Grading Plans, Harley Knox Dispensary, P17-05194."

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

PART 3. **An Estimate** of the cost for the public improvements to be maintained and/or improved for a given fiscal year includes labor, equipment, materials, and appurtenances. Incidentals include annual engineering, legal, City Clerk, and finance expenses to the District, including the processing of payments and the submittal of billings to the Riverside County Auditor for placement on the tax roll.

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The estimated annual cost for maintenance of the facilities is as follows:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Annual Cost</u>
Catch Basin	1	Each	\$133.00	\$133.00
18" Storm Drain Pipe	105	Lineal Foot (LF)	4.25	446.25
Traffic Control	0.5	Day	500.00	<u>250.00</u>
Subtotal				\$829.25
Incidentals				\$165.85
Annual Cost of Maintaining Improvements				\$995.10

With service intervals and staggered maintenance operations, revenue requirements for maintenance will fluctuate year to year. Each year's maintenance operations will be funded by that year's assessment plus the fund balance remaining from prior year assessments.

Zero costs will be assessed to Benefit Zone 110 for the fiscal year commencing July 1, 2018 to June 30, 2019.

PART 4 **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 110. These improvements specifically benefit the area within each annexation; and, the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with one benefit unit assigned to the net area within Benefit Zone 110. The current maximum annual assessment, under Benefit Zone 110, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to \$995.10 per Benefit Unit.

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be \$497.55.

PART 5. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with PR 17-05194. Said boundary is designated as "Diagram of Annexation of PR 17-05194 to Benefit Zone 110, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. **A Petition for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said petitions are included herein as Attachment No. 3.

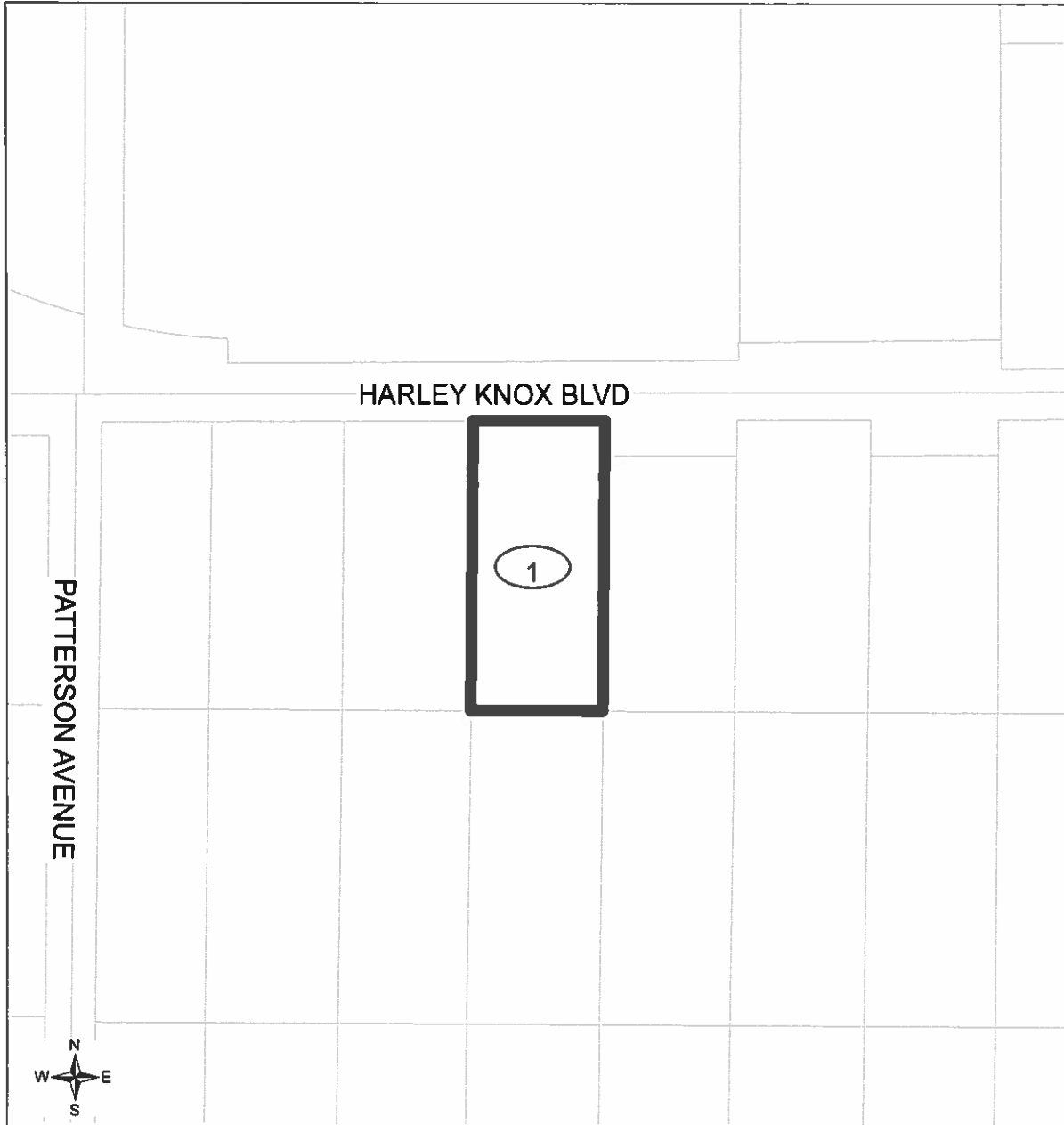
Assessment Roll
Annexation of PR 17-05194
To Benefit Zone 110,
Flood Control Maintenance District No. 1, City of Perris

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Numbers</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2018/2019</u>
110	314-153-073	\$995.10	\$00.00

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

DIAGRAM OF ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110 FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-153-073



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

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

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

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

TO: The City Council of the City of Perris

We, the undersigned, hereby:

- (1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.
- (3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.
- (4) In order to expedite the project, agree to dedicate all necessary rights-of-way or easements as determined necessary for maintenance of the public improvements.

Dated: 12/03/19


Signature

List Property Owner Name and Mailing Address

Please have notarized

ATTACHMENT 3-1

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 San Bernardino)

On 12.03.2018 before me, B.M. Bishop, a Notary Public
(insert name and title of the officer)

personally appeared Richard Blair Munkvold
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/hers/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)

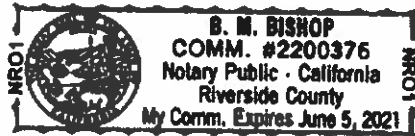


Exhibit "A"

Legal Description

A.P.N.: 314-153-073-3

Real property in the City of Perris, County of Riverside, State of California, described as follows:

LOT 4 IN BLOCK "A" IN GOLDEN VALLEY FARMS, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE(S) 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 8.0 FEET OF LOT 4 IN BLOCK "A" OF GOLDEN VALLEY FARMS, AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, PAGE 78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PER DEED TO MARCH JOINT POWERS AUTHORITY, A BODY POLITIC.

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of PR 17-05194 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982", (the "Act"); and

WHEREAS, Credits Holding LLC (the "Owner") has presented signed petitions to the City Council requesting the annexation of PR 17-05194 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within PR 17-05194; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within PR 17-05194; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex PR 17-05194 to Benefit Zone 110, Flood Control Maintenance District No. 1.

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

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

Section 2. Maintenance of the improvements will be of direct benefit to parcels within PR 17-05194 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of PR 17-05194 to Benefit Zone 110, Flood Control Maintenance District Number 1" on file in the office of the City Clerk of the City of Perris, California.

Section 3. At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") pursuant to the Act, Government Code Section 53753 and Article XIII D of the Constitution of the State of California, containing the following:

- a. A description of the service proposed to be financed through the revenue derived from the benefit assessments.
- b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number or Tract Map number shall be a sufficient description of the parcel.
- c. The amount of the proposed assessment for each parcel.
- d. The basis and schedule of the assessments.
- e. Other such matters as the Assessment Engineer shall deem appropriate.

Section 4. On the 9th day of April, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

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

- a. The amount of the assessment.
- b. The purpose of the assessment.
- c. The total estimated assessments expected to be generated annually.
- d. The method and frequency for collecting the assessment.
- e. The date, time, and location of the public hearing.
- f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

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

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council

will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February, 12, 2019

SUBJECT: Annexation of PR 17-05194 to Landscape Maintenance District No. 1 (LMD 1)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report
2. Adoption of Resolution Preliminarily Approving Engineer's Report
3. Adoption of Resolution of Intention to Annex PR 17-05194 and setting a public hearing date of April 9, 2019

CONTACT: Habib Motlagh, City Engineer



BACKGROUND/DISCUSSION: PR 17-05194 is an 0.88-acre commercial Medical Marijuana Dispensary located at 1133 Harley Knox Boulevard under the ownership of Credits Holding LLC. Harley Knox Boulevard is located on the north boundary of the project and Patterson Avenue is located to the west of the project.

In general, the landscaping, irrigation, and appurtenances to be maintained are within the Harley Knox Boulevard parkways and medians along the frontage of PR 17-05194.

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

BUDGET (or FISCAL) IMPACT: The current maximum annual assessment is \$1,269.04. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Reviewed by:

Assistant City Manager 
Director of Finance 
City Attorney _____

- Attachments:**
1. Resolution Ordering Preparation of the Engineer's Report
 2. Engineer's Report
 3. Resolution Preliminarily Approving Engineer's Report
 4. Resolution of Intention to Annex PR 17-05194 to LMD 1

Consent:

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF BENEFIT ZONE 144 (PR 17-05194) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 144 therein (hereinafter referred to as the "Benefit Zone 144"); and

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

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

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

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

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That PR 17-05194 be defined as that area to be annexed to Benefit Zone 144, City of Perris Landscape Maintenance District Number 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of PR 17-05194, to Benefit Zone 144, Landscape Maintenance District Number 1, City of Perris, County of Riverside, State of California."

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

#

AGENCY: City of Perris

PROJECT: Annexation of PR 17-05194
To Benefit Zone 144, Landscape Maintenance District No. 1

TO: City Council
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

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

**"Annexation of PR 17-05194
To Benefit Zone 144, Landscape Maintenance District No. 1"**

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

Executed this 12th day of February, 2019.

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

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on the 9th day of April 2019, by adoption of Resolution ____ of the City Council.

City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" were filed in the Office of the City Clerk on the 12th day of February, 2019.

City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. Plans and Specifications for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, there are two categories of improvements to be maintained.

The first category of improvements includes the landscaping, irrigation, and appurtenances within the Harley Knox Boulevard parkways along the frontage of PR 17-05194. Reference is made to the landscaping plans and specifications prepared by LANTEX Landscape Architecture, Inc., that is entitled, "Frontier Harley Knox Tract No. 30149 Site Plan."

The second category of improvements includes the landscaping, irrigation, and appurtenances to be installed within the Harley Knox Boulevard medians to be constructed along the frontage of PR 17-05194. Reference is made landscaping plans and specifications to be prepared in the future for the construction and installation of these facilities within Harley Knox Boulevard.

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

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

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

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 144.

The annual cost for maintenance of the first category of public improvements is estimated as follows:

Item	Quantity	Unit	Unit Cost	Estimated Annual Cost
Harley Knox Blvd Parkway Maintenance				
Maintenance	920	SF	\$0.54	\$496.80
Plant Replacement	3	each	15.75	47.25
Tree Trimming	3	0.5	150.00	225.00
Irrigation Repair & Replacement Fund	184	SF	0.06	11.04
30% Mulch	3	CY	30.00	90.00
Total Parkway Maintenance Costs				\$870.09
Incidentals				174.02
First Category of Improvements, Balance to Assessment				\$1,044.11

The annual cost for maintenance of the second category of public improvements is estimated as follows:

Item	Quantity	Unit	Unit Cost	Factor	Estimated Annual Cost
Harley Knox Blvd Median Maintenance					
Maintenance and Utilities	132	LF	\$14.20	10%	\$187.44
Incidentals					37.49
Second Category of Improvements, Balance to Assessment					\$224.93

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is \$634.52.

The property owner shall be responsible for the maintenance and upkeep of the first category of public landscaping set forth herein for a period of one year after acceptance of the improvements by the City of Perris. Benefit Zone 144, for the fiscal year commencing July 1, 2018 to June 30, 2019, will incur zero costs.

PART 3. The Assessment Roll shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of Benefit Zone 144, as shown on the Diagram, enclosed herein as Part 4.

The area within Benefit Zone 144 specifically benefits from the maintenance of the parkways and medians along the street that provides ingress and egress to Benefit Zone 144. PR 17-05194 is conditioned for the improvement of certain parkways as a requirement for development.

The method of assessment is based on units, with one benefit unit assigned to the net area within Benefit Zone 144. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 144 is equal to \$1,269.04 (\$1,044.11 + \$224.93) per benefit unit.

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

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2018 to June 30, 2019, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. **A Diagram of the Annexation.** The boundary of the area to be annexed is coincident with the boundary of PR 17-05194. Said boundary is designated as "Diagram of Annexation of PR 17-05194 to Benefit Zone 144, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California". The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. **A Consent and Waiver for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

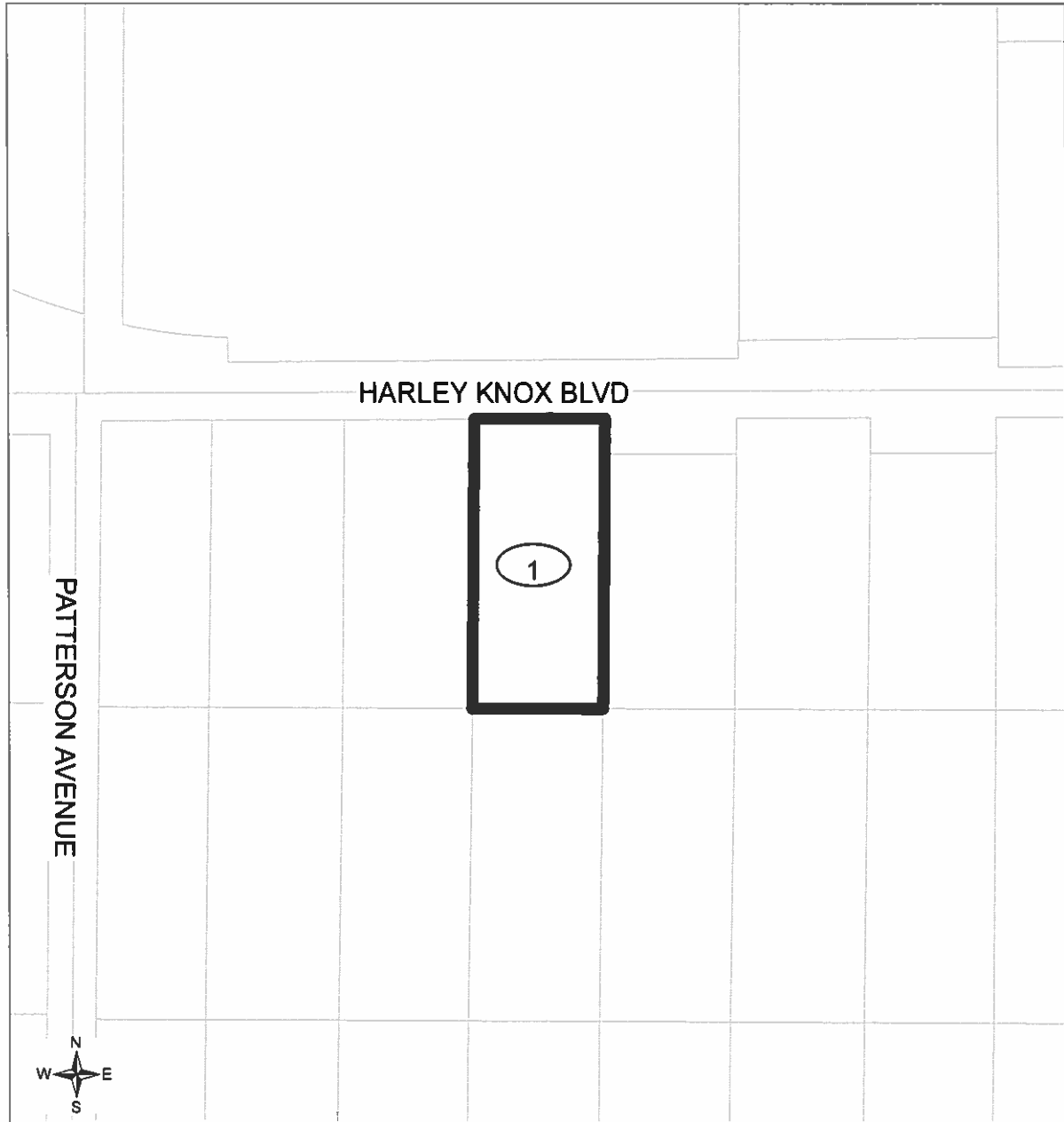
**Assessment Roll
Annexation of PR 17-05194
To Benefit Zone 144,
Landscape Maintenance District No. 1, City of Perris**

<u>Benefit Zone and Assessment Number</u>	<u>Assessor Parcel Number(s)</u>	<u>Estimated Annual Assessment</u>	<u>Fiscal Year 2018/2019</u>
144	314-153-073	\$1,269.04	\$00.00

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

DIAGRAM OF ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144 LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



Legend

- ANNEXATION BOUNDARY
- MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-153-073



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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

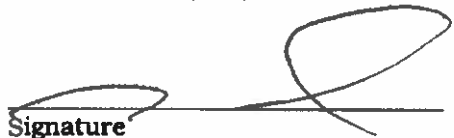
WHEREAS, the undersigned, the owners of all property within the territory proposed to be annexed to the Maintenance Districts, acknowledge that pursuant to the provisions of the Act, the undersigned would be entitled to notice and hearing and the preparation of an Engineer's "Report" pertaining to the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

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

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

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

Dated: 12/03/18

Signature 

List Property Owner Name and Mailing Address

Please have notarized

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 San Bernardino)

On 12.03.2018 before me, B.M. Bishop, a Notary Public
(insert name and title of the officer)

personally appeared Richard Blair Munkvold
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 

(Seal)

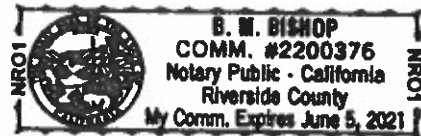


Exhibit "A"

Legal Description

A.P.N.: 314-153-073-3

Real property in the City of Perris, County of Riverside, State of California, described as follows:

LOT 4 IN BLOCK "A" IN GOLDEN VALLEY FARMS, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE(S) 78 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 8.0 FEET OF LOT 4 IN BLOCK "A" OF GOLDEN VALLEY FARMS, AS SHOWN BY MAP ON FILE IN BOOK 14 OF MAPS, PAGE 78, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, PER DEED TO MARCH JOINT POWERS AUTHORITY, A BODY POLITIC.

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 144 therein (hereinafter referred to as the "Benefit Zone 144"); and

WHEREAS, on the 12th day of February 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by Act in connection with the annexation of PR 17-05194 to Benefit Zone 144; and

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

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

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

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

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

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

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

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss
CITY OF PERRIS)

Page 3

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON APRIL 9, 2019

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as LANDSCAPE MAINTENANCE DISTRICT NO. 1 (the "District"), and created BENEFIT ZONE 144 therein (hereinafter referred to as the "Benefit Zone 144"); and

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

WHEREAS, on the 12th day of February 2019, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number ____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

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

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

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 144 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

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

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex PR 17-05194 to Benefit Zone 144 of the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.
2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting PR 17-05194. The landscaping, irrigation, and appurtenances to be maintained are within the Harley Knox Boulevard parkways and medians along the frontage of PR 17-05194.

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

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of PR 17-05194 to Benefit Zone 144, Landscape Maintenance District Number 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

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

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of PR 17-05194 to Benefit Zone 144, Landscape Maintenance District Number 1", is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to \$1,269.04 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on April 9, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

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

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

Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10 point type. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

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

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

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held 12th day of February, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 12, 2019

SUBJECT: **Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 31**
Project: 1133 Harley Knox Blvd (PR 17-05194)
Owner(s): Credits Holding LLC
APN: 314-153-073

REQUESTED ACTION: **Adopt a Resolution of Intention to Annex Territory to CFD 2001-3**

CONTACT: Jennifer Erwin, Finance Director

BACKGROUND/DISCUSSION:

In early 2002, the City Council formed Community Facilities District 2001-3 (North Perris Public Safety) (the "Original District"), for the purpose of paying for additional public safety and fire protection services within the area services by the Original District. On June 10, 2002, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. The Original District encompassed certain developments, including the "Villages of Avalon" and "May Farms" developments. Subsequently, several other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

The property owners of the parcels listed on the map attached to the following Resolution has filed a petition requesting annexation to the District and waiving the notice and time periods for the election as permitted by the Mello-Roos Community Facilities Act of 1982.

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for April 9, 2019 regarding the proposed annexation. An election will be held following the public hearing. At that time, the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2019-20 is \$350.05 for Single-Family Residential Units, \$70.01 for Multi-Family Residential Units, and \$1,400.24 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2019-2020, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year.

BUDGET / FISCAL IMPACT:

The property owner has forwarded a deposit to initiate the annexation process and the City may recoup all costs through the levy of the special tax.

Prepared by: Daniel Louie, Willdan Financial Services

City Attorney:
Asst. City Manager:
Director of Finance:



Consent:

**PUBLIC NOTICE TRANSMITTAL
TO CITY CLERK'S OFFICE**

DATE: _____ DEPARTMENT City Clerk

CONTACT Judy Haughney PHONE/EXTENSION _____

ITEMS SUBMITTED: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District), Annexation No. 31

MEETING DATE: February 12, 2019

Check One: City Council Planning Commission RDA

Other _____

ATTACHMENTS:

- Public Hearing Notice – 45 Day Notice
- Public Hearing Notice – 7 Day Notice prior to April 9, 2019 Public Hearing
- Property Owner Mailing Labels
- Notice Inviting Bids
- Notice of Special Meeting / Cancellation of Meeting
- Other: _____

SERVICE(S) REQUESTED:

- Advertising 1 time Date of Publication: No later than April 2nd, 2019 (7 days prior to April 9, 2019 Public Hearing)
- Mailing (Number of Labels _____) Note:
- Other: _____

SPECIAL INSTRUCTIONS: Notice to be sent to City Clerk following Council approval at the Intent Meeting

Delivered by _____ Date _____

Received by _____ Date _____



City of Perris
Community Facilities District No. 2001-3
(North Perris Public Services)
Annexation No. 31

Item No.	TIMEFRAME	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	NOTES
(1)	Week of January 28, 2019	<i>Create List of Participants</i> <ul style="list-style-type: none"> • Agency Contact, Landowner(s), WFS Consultants, etc • Distribute Timeline 	WFS	
(2)	Week of January 28, 2019	<i>Obtain APNs of properties within proposed Annexation area</i> <ul style="list-style-type: none"> • Begin Drafting Annexation Map 	WFS	APN 314-153-073
(3)	Week of January 28, 2019	<i>Draft Petition and Consent and Waiver Forms</i>	WFS	
(4)	Week of January 28, 2019	<i>Draft Documents for Intent Meeting</i> <ul style="list-style-type: none"> • Draft Resolutions for Intent Meeting • Finalize Annexation Map 	WFS / City Attorney	
(5)	Week of January 28, 2019	<i>E-mail Items to Landowner(s)</i> <ul style="list-style-type: none"> • Petition • Consent and Waiver 	WFS	
(6)	February 5, 2018	<i>Finalization and Delivery of Documents for Intent Meeting</i> <ul style="list-style-type: none"> • Deliver Final Annexation Map to the Agency (Monica Martinez) • Deliver Final Resolutions for Intent Meeting to Agency (Monica Martinez) 	WFS / City Attorney	
(7)	February 12, 2019	<i>Landowner(s) Waive Voting Timeline</i> <ul style="list-style-type: none"> • Agency receives Petition and Consent and Waiver from Landowner(s) 	Landowner(s)	
(8)	February 12, 2019	INTENT MEETING <ul style="list-style-type: none"> • Accept Petition to annex certain territory to CFD No. 2001-3 • Adopt Resolution of Intention to annex certain territory to CFD No. 2001-3 • Set time and place of Public Hearing 	Agency	
(9)	February 13, 2019 to February 15, 2019	<i>Record Amended Annexation Map</i>	Agency Clerk / WFS	
(10)	Week of February 11, 2019	<i>Draft Notices and Ballots</i>	WFS	
(11)	Week of February 18, 2019	<i>Draft Resolutions for Public Hearing</i>	WFS	
(12)	Week of February 18, 2019	<i>Mail Notice and Ballot materials to Landowner(s)</i>	WFS	
(13)	March 5, 2019	<i>Finalization and Delivery of Documents for Public Hearing</i> <ul style="list-style-type: none"> • Deliver Resolution Certifying and Adding Property to District to Agency • Deliver Resolution Calling for Special Tax Election to Agency • Deliver Resolution Canvassing Election Results to Agency 	WFS / Agency Attorney	Email directly to Monica Martinez at the City
(14)	March 29, 2019	<i>Publish Notice of Public Hearing (At least 7 days prior to Public Hearing)</i>	Agency Clerk	Deadline to submit documents will be noon on March 26, 2019
(15)	Prior to April 9, 2019	<i>Agency Clerk Receives Ballot(s) from Landowner(s)</i>	Landowner(s)	Alternatively, City may receive executed documents on day of Public Hearing
(16)	April 9, 2019	PUBLIC HEARING / SPECIAL ELECTION* <ul style="list-style-type: none"> • Hold Public Hearing • Adopt Resolution to annex property within Annexation area • Accept Waivers from landowner(s) within the Annexation area* • Adopt Resolution calling for Special Tax Election* • Conduct Election and Tabulate Ballot(s)* • Adopt Resolution Canvassing Election Results* • Completion of Agency Clerk Certification* 	Agency	Public Hearing to be Held between 30 and 60 days of Intent Meeting
(17)	April 10, 2019 to April 19, 2019	<i>Coordinate Recordation of Amendment to Notice of Special Tax Lien (If Special Election held and approved)</i>	WFS	To be recorded within 15 days of landowner vote
(18)	July 9, 2019	SPECIAL ELECTION (If landowner waiver item (5) not received)* <ul style="list-style-type: none"> • Adopt Resolution calling for Special Tax Election* • Conduct Election and Tabulate Ballot(s)* • Adopt Resolution Canvassing Election Results* • Completion of Agency Clerk Certification* 	Agency	Without waiver of election waiting period, per Code section 53326 Election to be held 90 to 180 days following the Public Hearing
(19)	July 10, 2019 to July 19, 2019	<i>Coordinate Recordation of Amendment to Notice of Special Tax Lien (If Special Election held and approved)</i>	WFS	To be recorded within 15 days of landowner vote

* If landowner waiver item (5) is not received by the Agency per Government Code 53326 there is a 90 to 180 day waiting period between the Annexation and the election. Items 18 and 19 would therefore be necessary only if the waiver is not received.

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 31]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on December 11, 2001, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (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, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on January 29, 2002, the Council adopted Resolution No. 2912 ("Resolution 2912") which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on June 10, 2002, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 2912 and attached hereto and incorporated herein as Exhibit "A", showing the tax levels in fiscal year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

WHEREAS, the Council has heretofore adopted an Ordinance (the "Ordinance") which provided for the levying and collection of special taxes (the "Special Taxes") within the District, as provided in the Act and the Ordinance in accordance with the Rate and Method of Apportionment; and

WHEREAS, a petition (the "Petition") requesting the institution of proceedings for annexation to the District signed by the landowner within the proposed territory to be annexed (the "Property") as more fully described in Exhibit "B", attached hereto and incorporated herein, has been received, filed with and accepted by the City Clerk of the City of Perris; and

WHEREAS, the Council has duly considered the admissibility and necessity of instituting proceedings to annex the Property to the District under and pursuant to the terms and conditions and provisions of Article 3.5 of the Act, commencing with Government Code Section 53339; and

WHEREAS, the Council has determined to institute proceedings for the annexation of such Property to the District, and has determined to (a) set forth the boundaries of the territory which is proposed for annexation to the District, (b) state the public services to be provided in and for the Property, (c) specify the special taxes to be levied with the Property, and (d) set a date, time and place for a public hearing relating to the annexation of the Property to the District and the levy of special tax therein to pay for such public facilities.

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 31 to Community Facilities District No. 2001-3 (North Perris Public Safety)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B". The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 2912 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units with the existing District pursuant to the Rate and Method of Apportionment.

The final nature and location of the Services will be determined upon the preparation of final plans and specifications which may show substitutes in lieu of, or modifications to, the proposed Services. Any such substitution shall not be deemed a change or modification of the Services so long as the substitution provides a service substantially similar to the Services.

Section 4. It is the intention of the City Council that, except where funds are otherwise available, a special tax sufficient to pay for the Services and the Facilities, including the repayment of funds advanced to the District, annual administration expenses in determining, apportioning,

levying and collecting such special taxes, secured by recordation of a continuing lien against all non-exempt real property within the boundaries of the Property, will be levied annually on land within the boundaries of the Property. The Rate and Method of Apportionment shall remain unchanged as a result of the proposed annexation, except that the conditions to commencement of the tax have been met. The Property will be subject to the Special Tax pursuant to the Rate and Method of Apportionment. The special tax as apportioned to each parcel within the Property is fairly apportioned as determined by the City Council and as permitted by Section 53339.3 of the Act, and the apportionment of the special tax is not on or based upon the value or ownership of real property.

Section 5. Notice is hereby given that on the 9th day of April 2019, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

Section 6. Any protests may be made orally or in writing, except that any protests pertaining to the regularity or sufficiency of such proceedings shall be in writing and shall clearly set forth the irregularities and defects to which the objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for such public hearing, and any written protest may be withdrawn in writing at any time before the conclusion of such public hearing. If written protests against the proposed annexation are filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the existing District, or by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the Property proposed to be annexed, or by owners of one-half (1/2) or more of the area of land included within the existing District, or by owners of one-half (1/2) or more of the area of land proposed to be annexed to the District, the proceedings shall be abandoned as to those matters receiving a majority protest.

Section 7. If, following the public hearing described herein, the Council determines to annex the Property to the District and levy a special tax thereon, the Council shall then submit the annexation of the Property and levy of the special tax to the qualified voters of the Property. If at least twelve (12) persons, who need not necessarily be the same twelve (12) persons, have been registered to vote within the territory of the Property for each of the ninety (90) days preceding the close of the public hearing, the vote shall be by registered voters residing within the Property, with each voter having one (1) vote. Otherwise, the vote shall be a mail ballot election, consistent with Section 53327.5 of the Act, by the landowners of the Property who are owners of record at the close of the public hearing, with each landowner having one (1) vote for each acre or portion of an acre of land owned within the Property. The number of votes to be voted by a particular landowner shall be specified on the ballot provided to that landowner.

Section 8. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose,

including, but not limited to, paying the cost incurred in annexing the Property to the District. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the Council, with or without interest.

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice (“Notice”) of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

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 12th day of February
2019, by the following called vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

City Clerk, Nancy Salazar

Exhibit A

**CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY**

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

A Special Tax shall be levied on all Taxable Property in Community Facilities District No. 2001-3 ("District"), North Perris Public Safety of the City of Perris and collected each fiscal year commencing in Fiscal Year 2005/06 in an amount determined by the Council through the application of this Rate and Method of Apportionment of the Special Tax. All of the real property in the District unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

B. DEFINITIONS

Act means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 and following of the California Government Code.

Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the District as determined by the Finance Director.

Annual Cost(s) means for each fiscal year, the total of 1) the estimated cost of services provided through the Police & Fire Protection Program adopted by the City; 2) Administrative Expenses, and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous fiscal year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2.00% annually.

Base Year means Fiscal Year ending June 30, 2006.

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for the District under the Act.

Resolution No. _____

County means the County of Riverside, California.

Developed Parcel means for each fiscal year, each Parcel for which a building permit for new construction or renovations was issued prior to March 1 of the previous fiscal year.

District means the Community Facilities District No. 2001-3, ("CFD 2001-3), North Perris Public Safety of the City of Perris.

Exempt Parcel means any Parcel that is not a Residential Parcel or a Non-Residential Parcel. Exempt Parcels are exempt from the levy of Special Taxes.

Finance Director means the Finance Director for the City of Perris or his or her designee.

Fiscal Year means the period starting July 1 and ending the following June 30.

Maximum Special Tax means the greatest amount of Special Tax that can be levied against a Parcel in a given fiscal year calculated by multiplying the Maximum Annual Special Tax Rate by the relevant acres or units of the Parcel.

Maximum Special Tax Rate means the amount determined pursuant to Section D below, which will be used in calculating the Maximum Special Tax for a Parcel based on its land use classification. Each fiscal year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this Special Tax Rate and Method of Apportionment.

Maximum Special Tax Revenue means the greatest amount of revenue that can be collected in total from a group of Parcels by levying the Maximum Special Tax.

Multi-Family Residential Unit means each multi-family attached residential unit located on a Developed Parcel.

Non-Residential Acres means the acreage of a Non-Residential Parcel. The acreage assigned to such a Parcel shall be that shown on the County assessor's parcel map.

Non-Residential Parcel means a Developed Parcel for which a building permit(s) was issued for private non-residential use. Non-Residential Parcels do not include Parcels that are intended to be, (1) publicly owned or owned by a regulated public utility, or (2) assigned minimal value or is normally exempt from the levy of general *ad valorem* property taxes under California law, including homeowners association property, public utility, public streets; schools; parks; and public drainage ways, public landscaping, greenbelts, and public open space.

Parcel means a lot or parcel shown on an assessor's parcel map with an assigned assessor's parcel number located in the District based on the last equalized tax rolls of the County.

Resolution No. _____

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of the District if the District were not in existence.

Residential Parcel means a Developed Parcel for which a building permit(s) was issued for residential use.

Single-Family Residential Unit means a Developed Parcel used for single-family detached residential development.

Special Tax(es) means any tax levy under the Act in the District.

Taxable Property means every Residential Parcel and Non-Residential Parcel.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in the District shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

Each fiscal year, using the Definitions above, each Parcel of Taxable Property is to be classified as either a Residential Parcel or Non-Residential Parcel. Each Residential Parcel is to be further classified as either a Single-Family Unit or as the number of Multi-Family Units located on such Parcel.

2. Maximum Special Tax Rates

TABLE 1
Maximum Special Tax Rate for Developed Property in
Community Facilities District No. 2001-3
Fiscal Year 2005/06

Tax Status	Base Year Maximum Special Tax Rate	Tax Levy Basis
Single Family Residential Unit	\$265.30	Per Unit
Multi-Family Residential Unit	\$53.06	Per Unit
Non-Residential Parcel	\$1,061.21	Per Acre

On July 1st of each fiscal year, commencing July 1, 2006, the Maximum Special Tax Rates shall be increased in accordance with the Annual Tax Escalation Factor.

Resolution No. _____

E. SETTING THE ANNUAL SPECIAL TAX LEVY

The Special Tax levy for each Parcel of Taxable Property will be established annually as follows:

1. Compute the Annual Costs using the definitions in Section A.
2. Calculate the available special tax revenues by taxing each Parcel of Taxable Property at 100.00% of its Maximum Special Tax. If revenues are greater than the Annual Costs, reduce the tax proportionately against all Parcels until the tax levy is set at an amount sufficient to cover Annual Costs.
3. Levy on each Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Parcels.

The City shall make every effort to correctly assign the number of taxable units and calculate the Special Tax for each Parcel. It shall be the burden of the taxpayer to correct any errors in the determination of the Parcels subject to the tax and their Special Tax assignments.

F. ADMINISTRATIVE CHANGES AND APPEALS

The Finance Director or designee has the authority to make necessary administrative adjustments to the Special Tax Rate and Method of Apportionment in order to remedy any portions of the Special Tax formula that require clarification.

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to the District.

G. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as *ad valorem* property taxes; provided; however, the City or its designee may directly bill the Special Tax and may collect the Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary to meet its financial obligation.

Resolution No. _____

Exhibit B

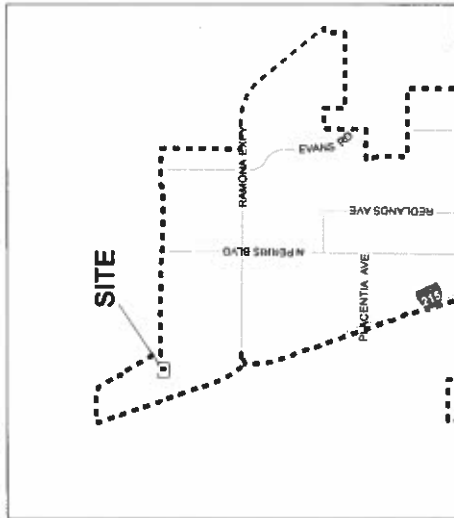
**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 31**

BOUNDARY MAP

[See Attached]

ANNEXATION MAP NO. 31 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)

VICINITY MAP



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____ 20__

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 31 TO COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____ 20__ BY ITS RESOLUTION NO. _____

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	314-153-073

CITY CLERK _____
CITY OF PERRIS

FILED THIS _____ 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. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON DECEMBER 18, 2001, IN BOOK 50 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 48.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

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

Legend

-  PROPOSED ANNEXATION BOUNDARY
-  MAP REFERENCE NUMBER
-  CITY OF PERRIS BOUNDARY



27768 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: **Ordinance Amendment 18-05236** - Proposal to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, to compliment Municipal Code Section Chapter 5.38, which regulates short-term rental operations. **Applicant:** City of Perris

REQUESTED ACTION: **ADOPT Second Reading of Ordinance No. 1378** to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, based upon the findings contained in the Ordinance.

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

BACKGROUND/DISCUSSION:

On January 29, 2019, the City Council unanimously voted to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, to compliment Municipal Code Section Chapter 5.38, which regulates short-term rental operations. The purpose of the Ordinance Amendment is simply to identify short-term rentals as permitted uses in the Zoning Code to compliment and provide direction to the recently adopted Municipal Code Section Chapter 5.38, which regulates short-term rental operations. Upon adoption, the Ordinance Amendment will be integrated into the Zoning Code thirty days thereafter (March 15, 2019).

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered in the current budget.

Prepared by: Kenneth Phung, Planning Manager 
REVIEWED BY: Dr. Grace Williams, Director of Planning and Economic Development

City Attorney _____
Assistant City Manager 
Finance Director 

Attachments: 1. Ordinance No. 1378
2. CC Submittal Report from January 29, 2019

Consent: February 12, 2019

ORDINANCE NO. 1378

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 19.88 TO TITLE 19 OF THE PERRIS MUNICIPAL CODE, WHICH IDENTIFIES SHORT-TERM RENTALS AS PERMITTED USES IN THE CITY'S RESIDENTIAL ZONES AND WHICH COMPLIMENTS CHAPTER 5.38 OF TITLE 5 OF THE PERRIS MUNICIPAL CODE WHICH REGULATES SHORT-TERM RENTAL OPERATIONS

WHEREAS, the City of Perris (the "City"), pursuant to the police powers delegated to it by Section 7 of Article XI of the California Constitution, has the authority to enact laws which promote the public health, safety, morals and general welfare; and

WHEREAS, in order to protect the public peace, safety and general welfare, the City Council adopted 2nd Reading Ordinance No. 1374 to add Chapter 5.38 to Title 5 of the Perris Municipal Code on November 13, 2018, for the purpose of providing reasonable regulations upon short-term rentals; and

WHEREAS, the City must now amend its zoning code, found under Title 19 of the Perris Municipal Code, so that it is consistent with Ordinance No. 1374; and

WHEREAS, on December 19, 2018, the Planning Commission conducted a legally noticed public hearing for this Ordinance, which adds Chapter 19.88 to Title 19 of the Perris Municipal Code and which identifies short-term rentals as permitted uses in the residential zones to compliment Chapter 5.38 of Title of the Perris Municipal Code which regulates short-term rental operations; and

WHEREAS, after its public hearing on December 19, 2018, the Planning Commission recommended that the City Council adopt this Ordinance; and

WHEREAS, on _____, 2019, the City Council conducted a legally noticed public hearing for this Ordinance; and

WHEREAS, in order to permit short term rentals in residential zones, after considering the information contained in the agenda submittal and supporting exhibits and all oral and written presentations and testimony made by City staff and members of the public, the City Council now desires to adopt this Ordinance.

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

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

Section 2. CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, and after considering the information contained in the agenda submittal and supporting exhibits and all oral and written presentations and testimony

made by City staff and members of the public, the City Council finds and determines that, pursuant to CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3), the Ordinance is not subject to CEQA, because adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

Section 3. New Chapter 19.88 Added to Title 19. Chapter 19.88, “Short Term Rentals Permitted,” is hereby added to Title 19, “Zoning,” of the Perris Municipal Code as follows:

“Chapter 19.88 – SHORT-TERM RENTALS PERMITTED

19.88.010 Short Term Rental in Residential Uses – Permitted.

Short-term rentals, as defined by Chapter 5.38 of Title 5 of the Perris Municipal Code, shall be permitted in all dwellings; apartment houses; boardinghouses, roominghouses, and lodging houses; multiple- or multi-family dwellings; mobile homes; one-family dwellings; and single-room occupancies (as those terms are defined by Chapter 19.08 of Title 19 of the Perris Municipal Code) which are located in

- (1) A zoning district where residential uses are allowed, or
- (2) A zoning district as a legal nonconforming use.”

Section 4. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this __ day of _____, 2019.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1378 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2019, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: January 29, 2019

SUBJECT: **Ordinance Amendment 18-05236** - Proposal to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, to compliment Municipal Code Section Chapter 5.38, which regulates short-term rental operations.
Applicant: City of Perris

REQUESTED

ACTION: **INTRODUCE First Reading of Ordinance No. (next in order)** to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05236 to add Chapter 19.88 to the zoning code in order to identify short-term rentals as permitted uses in residential zones, based upon the findings contained in the Ordinance.

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

BACKGROUND/DISCUSSION:

The City of Perris is home to approximately 76,000 people, and is located in the fastest growing region in California. The City is home to nine major sports and recreational facilities that include: Lake Perris, the Perris Fairgrounds, the Orange Empire Railway Museum and Sky Dive Perris. The City of Perris attracts 3 million visitors a year. However, with very minimal hospitality and lodging opportunities available today to accommodate visitors, City staff was directed by the City Council to bring forward policies, regulations and taxation recommendations for short-term rentals within City limits.

As directed, short-term rental workshops were conducted with the Planning Commission on June 6, 2018, followed by a workshop with the City Council on June 14, 2018 to obtain feedback on providing guidelines for regulating this emerging business. As a result of those discussions, it was the consensus that short-term rentals should be processed through a business license. Therefore, the finance department was the lead in coordinating with legal counsel to draft Chapter 5.38 to add to the Municipal Code. Chapter 5.38 follows the direction provided by the City Council, with the following highlights: 1) 21-day stay restriction with the exception for military, 2) guest restriction limited to two persons per bedroom plus two additional persons with flexibility of the Finance Director to increase the occupancy limits when a unique/large floor plan configuration warrants an increase in the number of individuals; and 3) Occupancy Tax set at 10%. The City Council approved first reading of the Ordinance to adopt Chapter 5.38 on October 30, 2018, followed by approval of the second reading on November 13, 2018. The Ordinance is effective as of December 13, 2018, thirty days after the second reading of the Ordinance.

PROPOSAL/RECOMMENDATION:

The purpose of the current proposed Ordinance Amendment 18-05236 is simply to add Chapter 19.88 to the zoning code to identify short-term rentals as permitted uses in residential zones to compliment and provide direction to the recently adopted Municipal Code Section Chapter 5.38, which regulates short-term rental operations. The Planning Commission at its meeting on December 19, 2018 recommended approval of the proposed Ordinance to Council. Staff is now recommending the City Council find the Ordinance categorically exempt and approve the Ordinance Amendment to identify short-term rentals as permitted uses in residential zones.

BUDGET (or FISCAL) IMPACT:

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

Prepared by: Kenneth Phung, Planning Manager

City Attorney: Eric Dunn

Assistant City Manager: Clara Miramontes

Assistant City Manager: Isabel Carlos

Finance Director: N/A

Public Meeting: January 29, 2019

Attachments:

1. CC Ordinance (Next in Order) Short-Term Rental
2. Ordinance adopted by City Council to regulate short-term rentals
3. Short Term Rental Survey and PC & CC recommendations
4. PC Staff Report Package dated December 18, 2018



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: Approve Updated Contract to Avant Garde, California Consulting, Inc., DUDEK, Nine Seven, LLC, and Engineering Solutions Services for Grant Writing Services list

REQUESTED ACTION: That the City Council approve updated contract to Avant Garde, California Consulting Inc., DUDEK, Nine Seven LLC, and Engineering Solutions Services for Grant Writing Services list

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

BACKGROUND/DISCUSSION:

To update the current grant writing firms list on the City's database, staff advertised Request for Proposals for services related to grant writing for federal, state, and other funding sources for City projects and programs. The Request for Proposals was released through Activebidder on September 13, 2018 and closed October 15, 2018. A total of eight (8) proposals were received. The firms that responded to the Request for Proposals are listed below:

1. Avant Garde
2. Townsend
3. Nine Seven LLC
4. DUDEK
5. California Consulting, LLC;
6. TKE Engineering, Inc.:
7. Alfonso Hernandez III;
8. Engineering Solutions Services

After a panel review and evaluation of the qualifications of each firm, five were determined to be the most qualified. The five firms are: 1) Avant Garde; 2) California Consulting Inc.; 3) DUDEK; 4) Nine Seven LLC; and 5) Engineering Solutions Services. Firms will be contacted pursuant to a scope of work approval by City staff.

It is recommended that the City Council approve the update grant writing firms list to include: Avant Garde; California Consulting Inc.; DUDEK; Nine Seven LLC; and Engineering Solutions Services.

BUDGET (or FISCAL) IMPACT: The Fiscal Year 2018-2019 Department of Economic Development includes funding for grant writing services.

Approve Updated Contract to Avant Garde, California Consulting, Inc., DUDEK, Nine Seven, LLC, and Engineering Solutions Services for Grant Writing Services list
Page 2 of 2

REVIEWED BY:

City Attorney _____

Assistant City Manager *cm*

Finance Director *gf*

Attachments: Sample Contract Services Agreement for Grant Writing Services

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
Grant Writing Services

This Contract Services Agreement ("Agreement") is made and entered into this ____ day of _____, _____, by and between the City of Perris, a municipal corporation ("City"), and _____, a [INSERT TYPE OF ENTITY, e.g., California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "B"* and incorporated herein by this reference.

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 or designee, describing the services performed.

3.0 COORDINATION OF WORK

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

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

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

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

4.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties, including Tri-Lake Consultants,

Inc., from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect for the period of twelve months from the date of execution. At the discretion of the City of Perris, this agreement may be renewed up to an additional two (2) years.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Richard Belmudez, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

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

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

[Insert or Attach]

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Based upon grant opportunities that become available, the City will request a grant-specific fee proposal from the Consultant(s) working under this contract services agreement with the City. The Consultant(s) response(s) will be evaluated by the City and a Consultant will be selected to prepare the specified grant. The fee proposal form Consultant shall include all anticipated expenses to be incurred by Consultant in the performance of the required grant writing services. The City's evaluation will consider the Consultant's familiarity with the specified grant application, the approach to completing the application, and the fee to complete the project.

After a thorough review of the fee proposal(s) from Consultant(s), the City will notify the selected Consultant(s) of the award of the grant writing assignment, issue a City Purchase Order for an amount not to exceed the agreed upon fee proposal which will serve as the notice to proceed, and establish a kick-off date. City agrees to compensate Consultant for grant writing services detailed in Exhibit "A". Consultant shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted details as to the number of hours worked and the services performed. Consultants shall be paid for actual hours utilized on the project.



CITY OF PERRIS

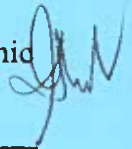
CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: Agreement for Purchase and Sale of Real Property for property at the Northwest Corner of 9th Street and Perris Boulevard, portions of APN 313-263-034; 313-263-035

REQUESTED ACTION: Approve the Agreement for Purchase and Sale of Real Property, portions of APN 313-263-034; 313-263-035 with owners, Jose Luis and Esperanza Silva Morales, and authorize the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney

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

BACKGROUND/DISCUSSION:

Staff is presenting for consideration an Agreement for Purchase and Sale of Real Property ("Agreement") for 0.16 acres at the Northwest Corner of 9th Street and Perris Boulevard, APN 313-263-034; 313-263-035 with owners, Jose Luis and Esperanza Silva Morales. This property acquisition is for the necessary right of way for the ultimate improvement and expansion of Perris Boulevard at 9th Street.

The terms of the Agreement between the City of Perris and Mr. and Mrs. Morales include the following:

- Property: 5,073 square feet also known as portions of APN 313-263-034 and 313-263-035;
- Escrow: Open within three (3) business days after the City's receipt of the fully executed agreement. Escrow to close within forty-five (45) days;
- Purchase Price: Sixty thousand dollars and zero cents (\$60,000).

Staff recommends that the City Council approve the Agreement with Mr. and Mrs. Morales, and authorize the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney.

BUDGET (or FISCAL) IMPACT: \$60,000 charge to the General Fund

Prepared by: Dr. Grace I. Williams, Director of Planning and Economic Development

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____



Attachments: Agreement for Purchase and Sale of Real Property for the Northwest Corner of 9th Street and Perris Boulevard, portions of APN 313-263-034; 313-263-035

Consent: February 12, 2019

Public Hearing:

Business Item:

Presentation:

Other:

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS
[EAST 9TH STREET - APN 313-263-034; 313-263-035]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (Agreement") is made this ___ day of _____, 2019 ("Effective Date") by and between THE CITY OF PERRIS, a municipal corporation ("Buyer"), and JOSE LUIS MORALES and ESPERANZA SILVA MORALES, husband and wife as joint tenants ("Seller"), collectively the "Parties."

RECITALS:

Seller is the owner of approximately 5,073 square feet of unimproved real property located at East 9th Street and South Perris Boulevard in the City of Perris, County of Riverside, State of California, referred to as a portion of Assessor's Parcel Number ("APN") 313-263-034; and a portion of 313-263-035 and which is legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property").

Seller desires to sell and Buyer desires to purchase the Property (further defined below) pursuant to the terms and conditions of this Agreement.

DEFINITIONS:

"Business Days" - shall mean calendar days excluding weekends and holidays.

"Buyer" - shall mean the City of Perris, a municipal corporation.

"Calendar Days" - shall mean consecutive calendar days excluding recognized federal and state holidays.

"City" - shall mean the City of Perris, a municipal corporation formed and existing under the laws of the State of California. The term City also includes any assignee of, or successor to, its rights, powers, and responsibilities.

"Closing" - shall mean the exchange of money and documents, and shall be deemed to have occurred when all conditions to closing have been satisfied or waived, Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in the Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

"Escrow Holder" - shall mean Menifee Valley Escrow, Inc.

"Property" - shall mean that certain Seller-owned real property located at East 9th Street and South Perris Boulevard, referred to as a portion of Assessor's Parcel Number ("APN") 313-

263-034; 313-263-035, and consisting of approximately 5,073 square feet, and more particularly described in Exhibit "A" of this Agreement.

"Seller" shall mean Jose Luis Morales and Esperanza Silva Morales, husband and wife as joint tenants.

"Title Company" - shall mean First American Title Insurance Company

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.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey to Buyer the Property herein described, together with:

- (a) All privileges, rights, easements, appurtenances belonging to the Property excepting any dedications, easements or other rights-of-way reserved to or required by Seller or other entity as set forth in the Deed and/or approved title exceptions;
- (b) All development rights and air rights relating to the Property; and
- (c) All minerals, oil, gas, and other hydrocarbon substances on and under the Property subject to any exceptions set forth on the Deed or recorded against Property; all right, title and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements subject to Section 1(a) above, and other easements and rights-of-way including in, adjacent to or used in connection with the beneficial use and enjoyment of the Property.

Seller shall sell, assign, and convey to Buyer the Property in its condition, AS-IS, WHERE IS, at the Close of Escrow. Should a conflict arise between this Agreement and the Grant Deed, the provision or term most restrictive and beneficial to Seller shall prevail.

2. OPENING OF ESCROW.

Within three (3) business days after Seller's receipt of a copy of the fully executed (by both Buyer and Seller) Agreement, the parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("Opening of Escrow"). The Escrow Holder shall be Menifee Valley Escrow, Inc., 28005 Bradley Road, Suite B, Menifee, CA 92586. The Escrow Officer shall be Laurie Buchanan who can be contacted at (951) 672-2935.

3. PAYMENT OF PURCHASE PRICE.

3.1 Deposit.

Upon execution of this Agreement, Buyer shall make a deposit of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00) ("Deposit") into Escrow within five (5) business days of the Effective Date. Should Buyer terminate this Agreement for any reason during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable Escrow fees. However, upon completion of the Due Diligence Period, the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller as liquidated damages or compensation, as the case may be, under this Agreement and such payment to Seller shall be the sole and exclusive remedy of or compensation to Seller, as the case may be, as a result of the Buyer's default under or termination of this Agreement. Should Seller default in performance of this Agreement, Buyer shall be entitled to a refund of the Deposit, and Seller shall be responsible for any Escrow fees. Should Escrow close, the Deposit shall be applied towards the Purchase Price.

3.2 Amount of Purchase Price.

The purchase price for the Property shall be Sixty Thousand Dollars and No Cents (\$60,000.00) ("Purchase Price").

3.3 Payment of Purchase Price.

On the day preceding Close of Escrow, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in "good funds." "Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller after recordation of the grant deed transferring title to the Property. The total compensation to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Buyer.

Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2 Seller.

Seller agrees that on or before 12:00 noon on the business day preceding the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"), substantially in the form as provided in Exhibit "C", conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary in order for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title

Policy in the form described in Article 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date.

The Parties desire that the Escrow close no later than forty-five (45) days following the Opening of Escrow unless otherwise extended by mutual written agreement. The terms "Close of Escrow" and/or "Closing" and/or "Closing Date" are used herein to mean the time that Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of San Bernardino County, California.

5.2 Possession.

Possession and occupancy shall be delivered to Buyer at 5:00 p.m. on the Closing Date.

5.3 Time of Essence.

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY.

6.1 Approval of Title.

Promptly following execution of this Agreement, but in no event later than ten (10) calendar days following Opening of Escrow, Seller shall furnish Buyer with a Preliminary Title Report ("PTR") issued through the Title Company, describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein. The Title Company shall be First American Title Insurance Company, 3400 Central Avenue, Suite 100, Riverside, CA 92506. The Title Officer shall be Josh Guzman, who may be contacted at (951) 787-1762, and/or other appropriate personnel of the Title Company authorized and qualified to provide title services. Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the PTR within ten (10) calendar days of receiving the PTR. If Buyer fails to deliver Buyer's Title Notice within said period, Buyer shall be conclusively deemed to have approved the PTR and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice rejecting certain title matters contained in the PTR, Seller shall have a period of ten (10) calendar 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"), provided, however, if the exception was caused

by Seller or can be removed by Seller at no or minimal cost, Seller shall remove the Exception. Seller's failure to deliver Seller's Notice within said ten (10) calendar day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) calendar days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the PTR 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 ten (10) calendar days following receipt of notice of such additional exceptions. Notwithstanding the foregoing, Buyer's Title Notice and Review period shall automatically terminate three (3) business days prior to Close of Escrow and Buyer's failure to tender Buyer's Title Notice to Seller shall be deemed Buyer's automatic and conclusive approval of the PTR.

6.2 Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with an American Land Title Association ("ALTA") Owner's Policy of Title Insurance ("Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Seller shall pay the cost that would be required for a California Land Title Association Title Policy. Buyer shall pay the additional cost for the ALTA Title Policy and survey. The premiums for any extended title coverage or endorsements requested by Buyer shall be borne solely by Buyer.

7. DUE DILIGENCE.

7.1 Review of Documents.

Within ten (10) calendar days of Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto); the PTR including underlying documents; all reports or other documents in Seller's possession respecting the physical condition of or prior uses of the Property, if any, including, but not limited to, building plans, site plans, ALTA survey, soils and geotechnical studies, and structural studies; and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Due Diligence Period (described below) one day for each day that Seller fails to satisfy its obligations set forth in this Section. Seller's failure to provide the

documents referenced herein to Buyer within the Due Diligence Period shall vest with Buyer the option to terminate this Agreement as set forth in Section 10.5 and thus be entitled to a full refund of the Deposit.

7.2 Scope of Due Diligence.

Buyer, until the date that is forty (40) days after Effective Date ("Due Diligence Period"), shall have the right to make an analysis of the Property including such engineering, feasibility studies, soils tests, environmental studies, surveys and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all permits, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

7.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.

(b) As a condition to Buyer's entry, inspection or testing, Buyer shall 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 Agreement.

(c) Buyer shall obtain or cause its consultants to obtain, at Buyer's sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such insurance policy shall name Seller, its successors and assigns as an additional insured.

7.4 Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before expiration of the Due Diligence Period shall be conclusively deemed Buyer's approval thereof. Buyer's written disapproval of said matters shall vest in the Buyer, in its sole and absolute discretion, the option of terminating this Agreement as set forth in Section 10.5 of this Agreement.

7.5 Condition and Delivery of Premises.

Upon Close of Escrow and completion of Buyer's Due Diligence, the Property will be purchased and delivered in an AS-IS, WHERE IS condition.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Condition to Buyer's Obligations.

The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the ALTA Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.

(b) Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6.1 above.

(c) Buyer has approved in writing all Due Diligence matters on or before the expiration of the Due Diligence Period.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Seller has deposited an executed and recordable Grant Deed into Escrow.

8.2 Condition to Seller's Obligations.

The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

8.3 Termination for Failure of a Condition.

If Buyer's closing conditions or Seller's closing conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the closing conditions run by written notice to the other. If this Agreement is so terminated, the parties shall have no further obligation or liability under this Agreement, except as provided that Escrow Holder must return all amounts deposited by Buyer into Escrow, to Buyer. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Buyer and Seller and each party shall pay its own expenses.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties - Buyer.

(a) Buyer hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date shall be,

duly authorized, executed, and delivered by Buyer and are, or at the Closing Date shall be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

(b) Until the Closing, Buyer shall not do anything which would impair Seller's title to any of the Property.

9.2 Effect of Representations and Warranties.

Each representation and warranty in this Article 9: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects on the Closing Date; and (d) shall survive the Closing, except as otherwise provided in this Agreement.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute 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.

10.2 General Escrow Provisions.

Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Riverside County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14.4 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 made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10.3 Proration of Real Property Taxes.

All non-delinquent general and special real property taxes shall be pro-rated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

10.4 Payment of Costs.

Seller shall pay documentary transfer fees and taxes, the premium charges for the CLTA Title Policy, the cost for preparation of a Natural Hazard Zone Disclosure ("NHD") report, the cost to record the Grant Deed, if any, and one-half of the Escrow fees. Buyer shall pay one-half

of the Escrow fees and any non-standard coverage, including ALTA premiums or endorsements, requested by Buyer. If Buyer may in its sole discretion desire extended coverage under the Title Policy, Buyer shall pay the additional premiums for such coverage. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

10.5 Termination and Cancellation of Escrow.

Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds, plus accrued interest, and 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-S 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). The parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

11. BROKERAGE COMMISSIONS.

Buyer and Seller each represent and warrant to the other 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.

12. 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 thereafter. 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 thirty (30) days following the date Buyer learns of the occurrence of such casualty or Close of Escrow, whichever occurs sooner. If Buyer

fails to terminate this Agreement pursuant to the foregoing sentence within said 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. 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.

13. DEFAULT.

13.1 Buyer's Default.

Buyer shall be deemed to be in Default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Seller has given Buyer written notice of the Default, and Buyer has failed to cure such Default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.2 Seller's Default.

Seller shall be deemed to be in Default under this Agreement if Seller fails, for any reason other than Buyer's Default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the Default, and Seller has failed to cure such Default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

14. MISCELLANEOUS.

14.1 No Conflict of Interest.

No officer or employee of the Seller shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects 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. Buyer 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.

14.2 Assignment.

Buyer shall not have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the Seller at Seller's absolute and sole discretion. 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. Buyer will provide written notice to Seller and Escrow Holder of any assignment and/or vesting designation as may be required so as to not delay Close of Escrow.

14.3 Attorneys' 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.

14.4 Notices.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereinafter designate:

To Buyer: The City of Perris
 101 North D Street
 Perris, CA 92570
 Attn: City Manager

Copy To: Aleshire & Wynder, LLP
 3880 Lemon Street, Suite 520
 Riverside, California 92501
 Attn: Eric L. Dunn, Esq.

To Seller: Jose Luis Morales and Esperanza Silva Morales
 194 East 9th Street
 Perris, CA 92570-2488

14.5 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.

14.6 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto 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 hereto 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.

14.7 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.8 Extensions.

Seller and Buyer may authorize extensions of any deadline under this Agreement by written mutual agreement with a copy delivered to Escrow Holder. The City Manager of Buyer is authorized to execute any extensions on behalf of Buyer.

14.9 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.

14.10 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.11 No Withholding Because Non-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 18662 and that it will deliver to Buyer on or before the Close of Escrow (i) 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 (ii) a California Form 590.

14.12 Time.

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

14.13 Non-Liability of Officials or Employees.

No officer, official or employee of either party shall be personally liable to the other, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

14.14 Continuing Cooperation.

Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.15 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the date set forth above.

"BUYER"

THE CITY OF PERRIS

By: Michael M. Vargas
Its: Mayor

ATTEST:

Nancy Salazar, Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Eric L. Dunn
City Attorney

"SELLER"

JOSE LUIS MORALES

ESPERANZA SILVA MORALES

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

APN: 313-263-034; 313-263-035

PARCEL "A"

THOSE PORTIONS OF LOTS 37 AND 38 IN BLOCK 5 OF BLETHEN'S ADDITION TO PERRIS, AS SHOWN BY MAP ON FILE IN BOOK 9 OF MAPS AT PAGE 398, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA. DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 37 WITH THE WEST LINE OF THE OF THE EAST 34.00 FEET OF SAID LOT;

THENCE SOUTH 89° 50' 26" WEST, ALONG THE SOUTH LINES OF SAID LOTS 37 AND 38, A DISTANCE OF 25.00 FEET;

THENCE NORTH 44° 48' 14" EAST, A DISTANCE OF 35.33 FEET TO A POINT ON THE WEST LINE OF THE EAST 34.00 FEET OF SAID LOT 37 WHICH BEARS NORTH 00° 13' 59" WEST FROM THE POINT OF BEGINNING;

THENCE SOUTH 00° 13' 59" EAST, ALONG SAID WEST LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 313 SQUARE FEET, MORE OR LESS.

PARCEL "B"

THE EAST 34.00 FEET OF LOT 37 IN BLOCK 5 OF BLETHEN'S ADDITION TO PERRIS, AS SHOWN BY MAP ON FILE IN BOOK 9 OF MAPS AT PAGE 398, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.

SAID LAND IS LOCATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, CALIFORNIA AND CONTAINS 4,760 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCELS OF LAND ARE SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EXHIBIT "B"

MAP OF THE PROPERTY

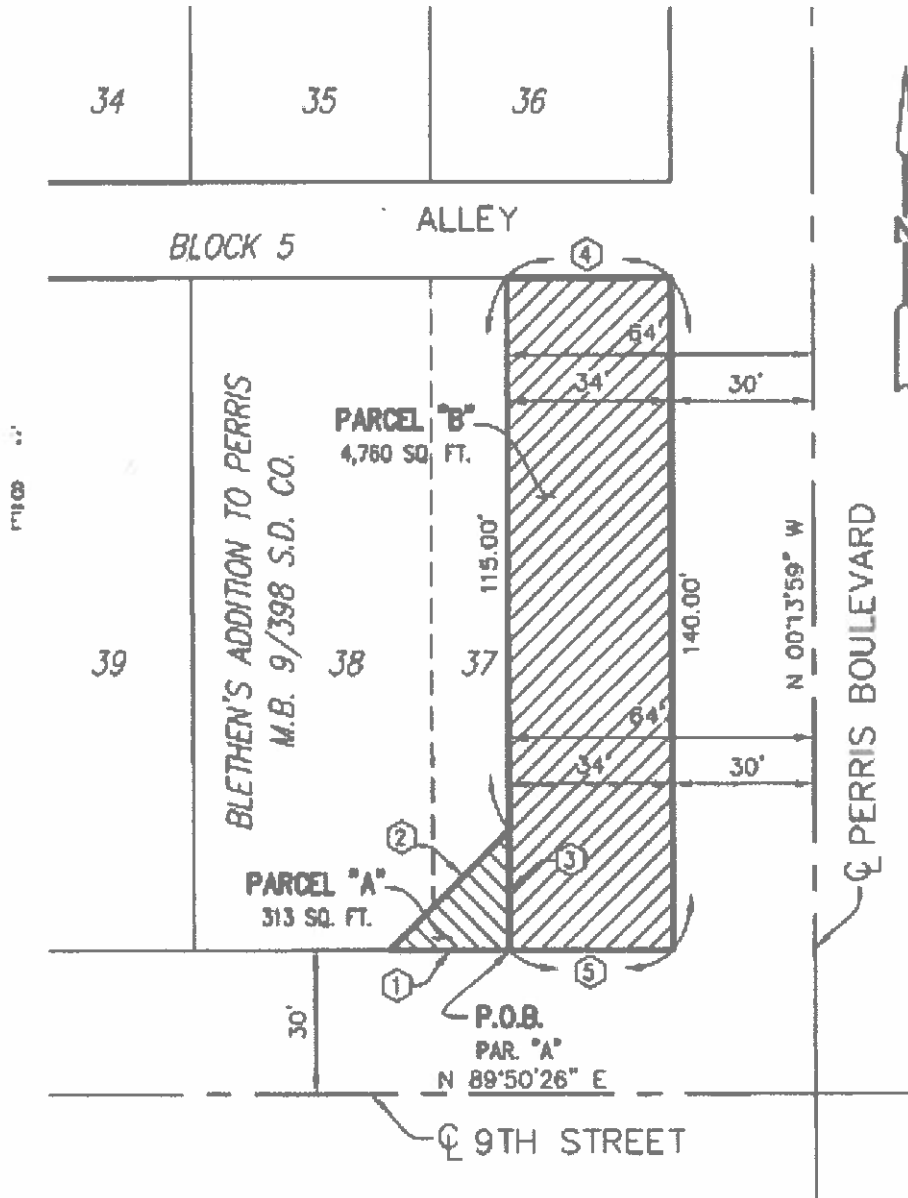


EXHIBIT "C"

GRANT DEED

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris
101 North D Street
Attn: Judy Haughney, Assistant City Clerk

No DTT per Rev & Tax Code § 11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, JOSE LUIS MORALES and ESPERANZA SILVA MORALES, husband and wife as joint tenants ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain 0.16 acres of real property located at East 9th Street and South Perris Boulevard in the City of Perris, County of Riverside, State of California, referred to as Assessor's Parcel Number ("APN") 313-263-034; 313-263-035, 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."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

Date: _____

By: _____
Jose Luis Morales

Date: _____

By: _____
Esperanza Silva Morales

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281 this is to certify that the interest in real property conveyed from JOSE LUIS MORALES and ESPERANZA SILVA MORALES, husband and wife as joint tenants, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS, and the CITY OF PERRIS consents to the recording of the Grant Deed.

Signed and dated in Perris, California on _____, 2019.

“GRANTEE”

CITY OF PERRIS

Date: _____

By: _____
Richard Belmudez, City Manager

ATTEST:


By: _____
Nancy Salazar, City Clerk

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 12, 2019

SUBJECT: Adopt a Resolution authorizing approval of a Purchase and Sale Agreement of vacant land identified as Assessor's Parcel Number 326-071-002, located south of West Metz Road for the future Enchanted Hills Park

REQUESTED ACTION: That the City Council adopt a Resolution authorizing the purchase of 0.18 acre vacant land identified as Assessor's Parcel Number 326-071-002, located south of West Metz Road for the future Enchanted Hills Park Project; and a budget amendment request to allocate \$28,000.00, to include closing costs from Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund

CONTACT: Sabrina Chavez, Community Services Director 

The Enchanted Hills area was identified as a park deficient community. After a series of public meetings to gather community input, a group of nine (9) vacant parcels located on the 1300 block of West Metz Road, north of West San Jacinto Avenue and Navajo Road was selected as the preferred park site for the future Enchanted Hills Park. The park project area is comprised of a total 22.5 acres of vacant land.

Currently, the City of Perris owns two lots, and an additional three lots are pending escrow. The City acquired these lots utilizing Housing-Related Parks Program Funding received by the California Department of Housing and Community Development Department in 2016. The deadline to expend these funds ended in April 2017.

At this time, another vacant lot identified as Assessor's Parcel Number ("APN") 326-071-002, located within the park project area, is for sale by property owners, Mr. Gregorio Valdez and Ms. Leticia B. Ramirez for the purchase price of \$25,000. On January 6, 2019, Staff briefed the Parks and Recreation Committee on the sale of this 0.18 acre lot, and acquiring this vacant lot would add community value to the future Enchanted Hills Park project. If this acquisition is approved by the City Council, the combined acreage of City owned lots in the park project area for the future development of Enchanted Hills Park would be 5.44 acres, and 8.5 acres pending escrow.

It is recommended that the City Council review the attached, Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, for consideration in the purchase of property in subject (APN 326-071-002) in the amount of \$25,000 plus closing costs, with escrow to close no later than 30 days; adopt the attached Resolution authorizing the purchase of the property in subject as presented in the staff report and attached

agreement; and approve a budget amendment to allocate \$28,000 to the Enchanted Hills Park Project Fund for the purchase and estimated closing costs.


BUDGET (or FISCAL) IMPACT: Costs associated for the purchase of property in subject (APN 326-071-002) requires City Council approval of a budget amendment in Fiscal Year 2018-2019, allocating a total amount of \$28,000 (\$25,000 for the purchase, plus closing costs), from the Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund (CIP P034).

Reviewed by:

Prepared by:

City Attorney:

Assistant City Manager: Isabel Carlos 

Director of Finance: Jennifer Erwin 

Attachments: Resolution

Draft Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

Consent: X

Public Hearing:

Business Item:

Other:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS FOR 0.18 ACRE VACANT LAND IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 326-072-002 FOR THE FUTURE ENCHANTED HILLS PARK PROJECT LOCATED ON THE 1300 BLOCK OF WEST METZ ROAD IN THE ENCHANTED HILLS COMMUNITY IN PERRIS.

WHEREAS, the Enchanted Hills area was identified as a park deficient community;

WHEREAS, after considering multiple locations and site plans; and following a series of public meetings to gather community input, the Enchanted Hills neighborhood between West Metz Road on the north and Weston Road on the south was selected as the preferred park site; and

WHEREAS, the City of Perris owns two vacant land parcels identified as APN 326-071-002 (5.08 acres) and 326-072-003 (0.18 acres) located within the Enchanted Hills Park project area;

WHEREAS, the City of Perris is in escrow to acquire additional three vacant land parcels identified as 326-062-017 (2.86 acres), 326-071-001 (0.68 acres), and 326-072-005 (4.97 acres) located within the Enchanted Hills Park project area;

WHEREAS, one vacant land parcel identified as APN 326-072-002 (0.18 acres) located within the Enchanted Hills Park project area has been listed for sale for \$25,000;

NOW, THEREFORE, based on the evidence presented to the , including the written staff report and oral testimony on this matter, the City Council do hereby find, determine and resolve as follows:

Section 1. The above recitals are all true and correct and are hereby adopted as findings.

Section 2. Based on the information contained within the Staff Report and the accompanying attachments and exhibits, the City Council hereby approves a Resolution authorizing the purchase of Property in Subject.

Section 3. The City Council hereby approves the Resolution and the instruments referenced therein, a copy of which is on file in the office of the City Clerk.

Section 4. The City Manager of the City of Perris is authorized and directed to take such actions and execute such documents as may be necessary to implement and effect this Resolution on behalf of the City Council of the City of Perris.

Section 4. The City Clerk shall certify to the passage and adoption hereof.

ADOPTED, SIGNED and APPROVED this 12th day of February, 2019.

Michael M. Vargas, Mayor

ATTEST:

Nancy Salazar, City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 12th day of February 12, 2019, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Nancy Salazar, City Clerk

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS
[APN 326-072-002-6]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this __ day of _____, 2019 ("Effective Date") by and between THE CITY OF PERRIS, a municipal corporation ("Buyer"), and LETICIA B. RAMIREZ and GREGORIO VALDEZ, husband and wife as joint tenants ("Seller"), collectively the "Parties."

RECITALS:

Seller is the owner of approximately 0.18 acres of unimproved real property located at Tierney Drive in the City of Perris, County of Riverside, State of California, referred to as Assessor's Parcel Number ("APN") 326-072-002-6 and which is legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property").

Seller desires to sell and Buyer desires to purchase the Property (further defined below) pursuant to the terms and conditions of this Agreement.

DEFINITIONS:

"Business Days" - shall mean calendar days excluding weekends and holidays.

"Buyer" - shall mean the City of Perris, a municipal corporation.

"Calendar Days" - shall mean consecutive calendar days excluding recognized federal and state holidays.

"City" - shall mean the City of Perris, a municipal corporation formed and existing under the laws of the State of California. The term City also includes any assignee of, or successor to, its rights, powers, and responsibilities.

"Closing" - shall mean the exchange of money and documents, and shall be deemed to have occurred when all conditions to closing have been satisfied or waived, Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in the Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

"Escrow Holder" - shall mean Menifee Valley Escrow, Inc.

"Property" - shall mean that certain Seller-owned real property, referred to as Assessor's Parcel Number ("APN") 326-072-002-6, and consisting of approximately 0.18 acres, and more particularly described in Exhibit "A" of this Agreement.

“Seller” shall mean Leticia B. Ramirez and Gregorio Valdez, husband and wife as joint tenants.

“Title Company” - shall mean First American Title Insurance Company

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.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey to Buyer the Property herein described, together with:

(a) All privileges, rights, easements, appurtenances belonging to the Property excepting any dedications, easements or other rights-of-way reserved to or required by Seller or other entity as set forth in the Deed and/or approved title exceptions;

(b) All development rights and air rights relating to the Property; and

(c) All minerals, oil, gas, and other hydrocarbon substances on and under the Property subject to any exceptions set forth on the Deed or recorded against Property; all right, title and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements subject to Section 1(a) above, and other easements and rights-of-way including in, adjacent to or used in connection with the beneficial use and enjoyment of the Property.

Seller shall sell, assign, and convey to Buyer the Property in its condition, AS-IS, WHERE IS, at the Close of Escrow. Should a conflict arise between this Agreement and the Grant Deed, the provision or term most restrictive and beneficial to Seller shall prevail.

2. OPENING OF ESCROW.

Within three (3) business days after Seller's receipt of a copy of the fully executed (by both Buyer and Seller) Agreement, the parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("Opening of Escrow"). The Escrow Holder shall be Menifee Valley Escrow, Inc., 28005 Bradley Road, Suite B, Menifee, CA 92586. The Escrow Officer shall be Laurie Buchanan who can be contacted at (951) 672-2935.

3. PAYMENT OF PURCHASE PRICE.

3.1 Deposit.

Upon execution of this Agreement, Buyer shall make a deposit of One Thousand Dollars and No Cents (\$1,000.00) ("Deposit") into Escrow within five (5) business days of the Effective Date. Should Buyer terminate this Agreement for any reason during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable Escrow fees. However, upon completion of the Due Diligence Period, the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller as liquidated damages or compensation, as the case may be, under this Agreement and such payment to Seller shall be the sole and exclusive remedy of or compensation to Seller, as the case may be, as a result of the Buyer's default under or termination of this Agreement. Should Seller default in performance of this Agreement, Buyer shall be entitled to a refund of the Deposit, and Seller shall be responsible for any Escrow fees. Should Escrow close, the Deposit shall be applied towards the Purchase Price.

3.2 Amount of Purchase Price.

The purchase price for the Property shall be Twenty-Five Thousand Dollars and No Cents (\$25,000.00) ("Purchase Price").

3.3 Payment of Purchase Price.

On the day preceding Close of Escrow, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in "good funds." "Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller after recordation of the grant deed transferring title to the Property. The total compensation to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Buyer.

Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2 Seller.

Seller agrees that on or before 12:00 noon on the business day preceding the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"), substantially in the form as provided in Exhibit "C", conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary in order for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Article 6 below, and holds for the account of Seller the items

described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date.

The Parties desire that the Escrow close no later than thirty (30) days following the Opening of Escrow unless otherwise extended by mutual written agreement. The terms "Close of Escrow" and/or "Closing" and/or "Closing Date" are used herein to mean the time that Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Riverside County, California.

5.2 Possession.

Possession and occupancy shall be delivered to Buyer at 5:00 p.m. on the Closing Date.

5.3 Time of Essence.

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY.

6.1 Approval of Title.

Promptly following execution of this Agreement, but in no event later than five (5) calendar days following Opening of Escrow, Seller shall furnish Buyer with a Preliminary Title Report ("PTR") issued through the Title Company, describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein. The Title Company shall be First American Title Insurance Company, 3400 Central Avenue, Suite 100, Riverside, CA 92506. The Title Officer shall be Josh Guzman, who may be contacted at (951) 787-1762, and/or other appropriate personnel of the Title Company authorized and qualified to provide title services. Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the PTR within ten (10) calendar days of receiving the PTR. If Buyer fails to deliver Buyer's Title Notice within said period, Buyer shall be conclusively deemed to have approved the PTR and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice rejecting certain title matters contained in the PTR, Seller shall have a period of ten (10) calendar 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"), provided, however, if the exception was caused by Seller or can be removed by Seller at no or minimal cost, Seller shall remove the Exception.

Seller's failure to deliver Seller's Notice within said ten (10) calendar day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within three (3) calendar days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the PTR 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 ten (10) calendar days following receipt of notice of such additional exceptions. Notwithstanding the foregoing, Buyer's Title Notice and Review period shall automatically terminate three (3) business days prior to Close of Escrow and Buyer's failure to tender Buyer's Title Notice to Seller shall be deemed Buyer's automatic and conclusive approval of the PTR.

6.2 Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with an American Land Title Association ("ALTA") Owner's Policy of Title Insurance ("Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Seller shall pay the cost that would be required for a California Land Title Association Title Policy. Buyer shall pay the additional cost for the ALTA Title Policy and survey. The premiums for any extended title coverage or endorsements requested by Buyer shall be borne solely by Buyer.

7. DUE DILIGENCE.

7.1 Review of Documents.

Within ten (10) calendar days of Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto); the PTR including underlying documents; all reports or other documents in Seller's possession respecting the physical condition of or prior uses of the Property, if any, including, but not limited to, building plans, site plans, ALTA survey, soils and geotechnical studies, and structural studies; and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Due Diligence Period (described below) one day for each day that Seller fails to satisfy its obligations set forth in this Section. Seller's failure to provide the documents referenced herein to Buyer within the Due Diligence Period shall vest with Buyer the

option to terminate this Agreement as set forth in Section 10.5 and thus be entitled to a full refund of the Deposit.

7.2 Scope of Due Diligence.

Buyer, until the date that is twenty-eight (28) days after Effective Date (“Due Diligence Period”), shall have the right to make an analysis of the Property including such engineering, feasibility studies, soils tests, environmental studies, surveys and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all permits, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

7.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.

(b) As a condition to Buyer's entry, inspection or testing, Buyer shall 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 Agreement.

(c) Buyer shall obtain or cause its consultants to obtain, at Buyer's sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such insurance policy shall name Seller, its successors and assigns as an additional insured.

7.4 Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before expiration of the Due Diligence Period shall be conclusively deemed Buyer's approval thereof. Buyer's written disapproval of said matters shall vest in the Buyer, in its sole and absolute discretion, the option of terminating this Agreement as set forth in Section 10.5 of this Agreement.

7.5 Condition and Delivery of Premises.

Upon Close of Escrow and completion of Buyer's Due Diligence, the Property will be purchased and delivered in an AS-IS, WHERE IS condition.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Condition to Buyer's Obligations.

The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the ALTA Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.

(b) Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6.1 above.

(c) Buyer has approved in writing all Due Diligence matters on or before the expiration of the Due Diligence Period.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Seller has deposited an executed and recordable Grant Deed into Escrow.

8.2 Condition to Seller's Obligations.

The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

8.3 Termination for Failure of a Condition.

If Buyer's closing conditions or Seller's closing conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the closing conditions run by written notice to the other. If this Agreement is so terminated, the parties shall have no further obligation or liability under this Agreement, except as provided that Escrow Holder must return all amounts deposited by Buyer into Escrow, to Buyer. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Buyer and Seller and each party shall pay its own expenses.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties - Buyer.

(a) Buyer hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date shall be,

duly authorized, executed, and delivered by Buyer and are, or at the Closing Date shall be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

(b) Until the Closing, Buyer shall not do anything which would impair Seller's title to any of the Property.

9.2 Effect of Representations and Warranties.

Each representation and warranty in this Article 9: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects on the Closing Date; and (d) shall survive the Closing, except as otherwise provided in this Agreement.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute 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.

10.2 General Escrow Provisions.

Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Riverside County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14.4 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 made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10.3 Proration of Real Property Taxes.

All non-delinquent general and special real property taxes shall be pro-rated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

10.4 Payment of Costs.

Seller shall pay documentary transfer fees and taxes, the premium charges for the CLTA Title Policy, the cost for preparation of a Natural Hazard Zone Disclosure ("NHD") report, the cost to record the Grant Deed, if any, and one-half of the Escrow fees. Buyer shall pay one-half

of the Escrow fees and any non-standard coverage, including ALTA premiums or endorsements, requested by Buyer. If Buyer may in its sole discretion desire extended coverage under the Title Policy, Buyer shall pay the additional premiums for such coverage. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

10.5 Termination and Cancellation of Escrow.

Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds, plus accrued interest, and 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-S 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). The parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

11. BROKERAGE COMMISSIONS.

Buyer and Seller each represent and warrant to the other 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.

12. 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 thereafter. 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 thirty (30) days following the date Buyer learns of the occurrence of such casualty or Close of Escrow, whichever occurs sooner. If Buyer

fails to terminate this Agreement pursuant to the foregoing sentence within said 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. 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.

13. DEFAULT.

13.1 Buyer's Default.

Buyer shall be deemed to be in Default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Seller has given Buyer written notice of the Default, and Buyer has failed to cure such Default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.2 Seller's Default.

Seller shall be deemed to be in Default under this Agreement if Seller fails, for any reason other than Buyer's Default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the Default, and Seller has failed to cure such Default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

14. MISCELLANEOUS.

14.1 No Conflict of Interest.

No officer or employee of the Seller shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects 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. Buyer 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.

14.2 Assignment.

Buyer shall not have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the Seller at Seller's absolute and sole discretion. 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. Buyer will provide written notice to Seller and Escrow Holder of any assignment and/or vesting designation as may be required so as to not delay Close of Escrow.

14.3 Attorneys' 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.

14.4 Notices.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereinafter designate:

To Buyer: The City of Perris
 101 North D Street
 Perris, CA 92570
 Attn: City Manager

Copy To: Aleshire & Wynder, LLP
 3880 Lemon Street, Suite 520
 Riverside, California 92501
 Attn: Eric L. Dunn, Esq.

To Seller: Leticia B. Ramirez and Gregorio Valdez
 412 W. Heald Avenue
 Lake Elsinore, CA 92530

14.5 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.

14.6 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto 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 hereto 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.

14.7 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.8 Extensions

Seller and Buyer may authorize extensions of any deadline under this Agreement by written mutual agreement with a copy delivered to Escrow Holder. The City Manager of Buyer is authorized to execute any extensions on behalf of Buyer.

14.9 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.

14.10 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.11 No Withholding Because Non-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 18662 and that it will deliver to Buyer on or before the Close of Escrow (i) 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 (ii) a California Form 590.

14.12 Time.

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

14.13 Non-Liability of Officials or Employees.

No officer, official or employee of either party shall be personally liable to the other, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

14.14 Continuing Cooperation.

Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.15 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the date set forth above.

"BUYER"

THE CITY OF PERRIS

By: Michael M. Vargas
Its: Mayor

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Eric L. Dunn
City Attorney

"SELLER"

LETICIA B. RAMIREZ

GREGORIO VALDEZ

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Perris, County of Los Angeles, State of California legally described as follows:

LOT 2, IN BLOCK G OF ALTURA ENCANTADA, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 51 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

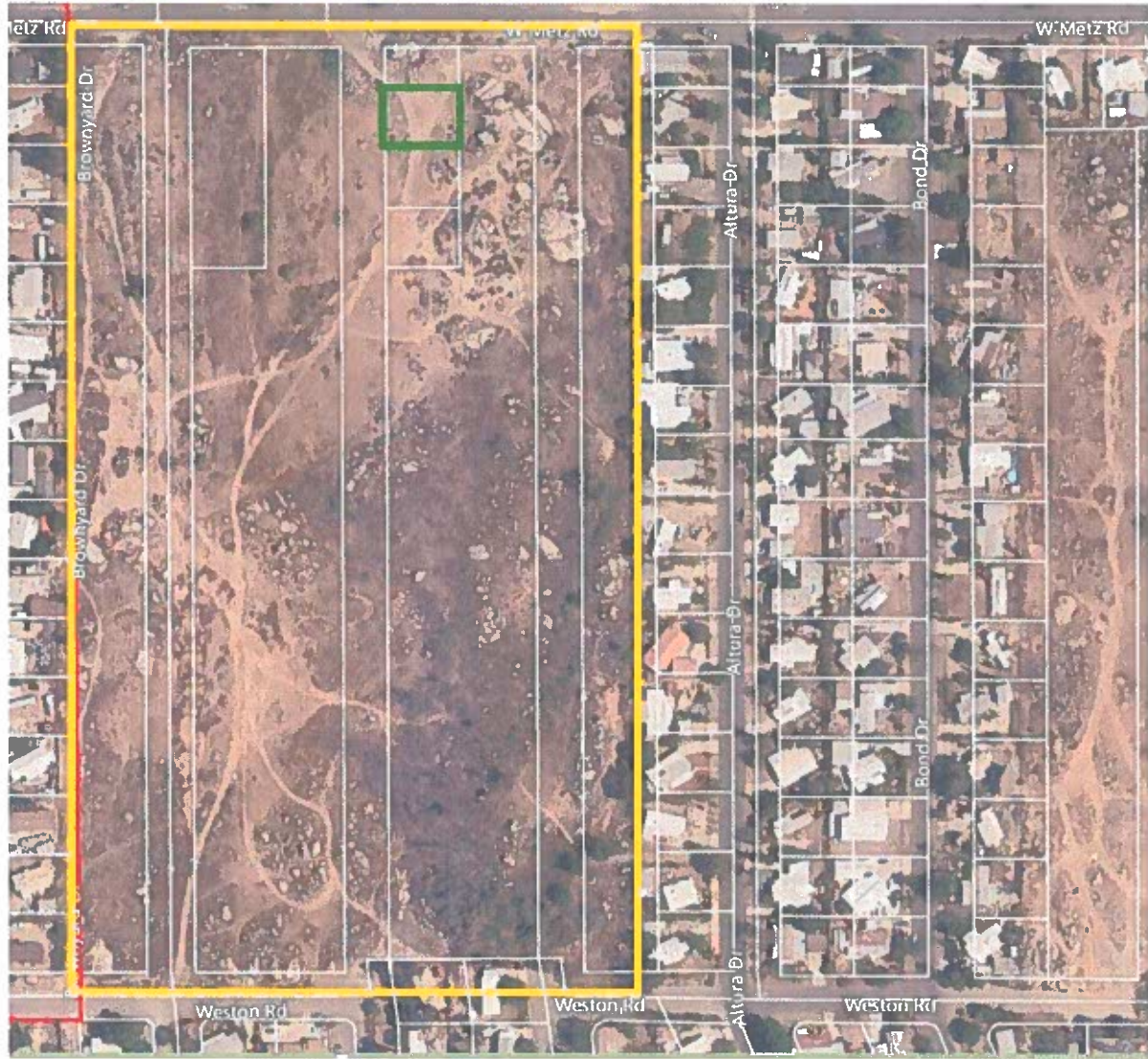
EXHIBIT "B"

MAP OF THE PROPERTY



**CITY OF PERRIS
COMMUNITY SERVICES DEPARTMENT**

EXHIBIT B	ENCHANTED HILLS PARK PROJECT SITE	Aerial
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SUBJECT PROPERTY: 326-072-002	PROPERTY OWNERS: Leticia B. Ramirez and Gregorio Valdez
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PROPOSAL: Acquisition of subject property totaling 0.18 acres of vacant land for the future development of the Enchanted Hills Project. The park project area is comprised of a total of 22.5 Acres of vacant land located on the 1300 block of west Metz Road, North of west San Jacinto Ave and Navajo Road in the Enchanted Hills Community.	
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EXHIBIT "C"

GRANT DEED

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris
101 North D Street
Attn: Judy Haughney, Assistant City Clerk

No DTT per Rev & Tax Code § 11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LETICIA B. RAMIREZ and GREGORIO VALDEZ, husband and wife as joint tenants ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain 0.18 acres of real property located at Tierney Drive in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 326-072-002-6, 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."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

Date: _____

By: _____
Leticia B. Ramirez

Date: _____

By: _____
Gregorio Valdez

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

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

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281 this is to certify that the interest in real property conveyed from LETICIA B. RAMIREZ and GREGORIO VALDEZ, husband and wife as joint tenants, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS, and the CITY OF PERRIS consents to the recording of the Grant Deed.

Signed and dated in Perris, California on _____, 2019.

“GRANTEE”

CITY OF PERRIS

Date: _____

By: _____
Richard Belmudez, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk



CITY OF PERRIS

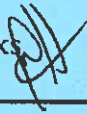
CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: Emergency Asphalt Street Repairs at various locations throughout City Streets.

REQUESTED ACTION: Approve allocation of funds to CIP S036 to issue payment for emergency asphalt street repairs.

CONTACT: Daryl Hartwill, Director of Public Works 

BACKGROUND/DISCUSSION: As a result of inclement weather impacting and undermining streets there are a number of reported areas that are in need of immediate repair and remediation. Potholes along: Indian Avenue (between Orange Avenue & Interstate 215 Frontage Road); Nevada Road (between Ramona Expressway and Morgan Street); Goetz Road (between Case Road and Mapes Road) have created street asphalt undermining that required immediate repairs to ensure passenger vehicle safety. Goetz Road was temporarily closed until these repairs could be completed. Nelson Paving Group was called to evaluate the damage and requested to move forward with the repairs. The repairs consisted of grinding out and replacement of asphalt material in areas indicated, re-stripping per existing layout as well as clean up and traffic control. This repair cost is attached for review.

Staff is requesting Council approve the attached estimated cost for this repair of \$56,867.00 to be allocated from the general fund to the Annual Pothole CIP S036.

BUDGET (or FISCAL) IMPACT: Public Works is requesting Council Approve the repair of \$56,867.00 be added to CIP S036 Annual Pothole Repair account from the General Fund to issue payment for emergency asphalt repairs.

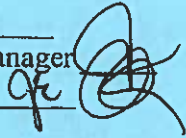
Prepared by: Daryl Hartwill, Director of Public Works

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

A handwritten signature in black ink, appearing to be 'D. Hartwill', is written over the signature lines for the Assistant City Manager and Finance Director.

Attachments: Repair Estimates

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00047

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

**We Handle All Phases of Asphalt
HOA Specialist**

"Where Integrity & Quality Counts"

Cont. Lic. #664779
www.npgasphalt.com

ESTIMATE TO (Client)
City of Perris
1015 South "G" Street
Perris, California 92570

DATE: 1/28/19
PROJECT: Asphalt Repairs
LOCATION: City of Perris Street Maintenance
Exhibit "A"
Indian Ave.
Perris, CA

Attention: Jessica Bravo
Phone: 951-657-3280 x:241 Fax: 951-943-1871 E-mail: Jbravo@cityofperris.org Estimator: LT/JV

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

1. Mill off & replace top 3" of asphalt at 3 locations totaling 2,364 sq. ft. per plan.
(12 x 80, 12 x 106 & 6 x 22)
2. Re-stripe 186' yellow skip line & 80' fog line with water based paint, and glass beads.

Total Items 1 & 2:\$10,997.00
***Price is valid through April 30th, 2019

- **Note: Project will be completed in 1 move-in on a weekday; during the day.
- **Note: Includes W.A.T.C.H manual traffic control.
- **Note: Price includes prevailing wages.
- **EXCLUSIONS: Permits, traffic control plan, and seal cost.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name Title Authorized Signature Date

Proposal - Contract

CONTRACT# 19-00047

NPG Corporation ("Contractor" and/or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS

(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractor, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$850.00 lien filing fee, or an \$850.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to info@npgasphalt.com

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price hereto specified and shall be paid by the Client whether specifically set forth in the estimate or not.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise pooling is subject to occur.

9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) regarding the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstances, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.) These will be repaired at owner's expense.

11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowered water and/or irrigation systems prior to contractor's arrival and during course of work.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes, new prices will be renegotiated. Any conditions not caused by contractor that may require the shutdown of work as resulting an extra cost will be billed at extra work per our TAM 1111 sheet online at www.npgasphalt.com. Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for seuffing due to power steering and/or hot weather. Contractor cannot guarantee adhesion of material to heavily oil soaked pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

Customer's Initials

I AGREE TO ARBITRATION.

Contractor's Initials

SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of rocks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

Approved & Submitted by: NPG Corporation

Accepted By Client (Printed Name):

Authorized Representative:

NPG Corporation P.O. Box 1515, Perris, CA 92571
Office (951) 940.0200 Fax (951) 940.9192
www.npgasphalt.com

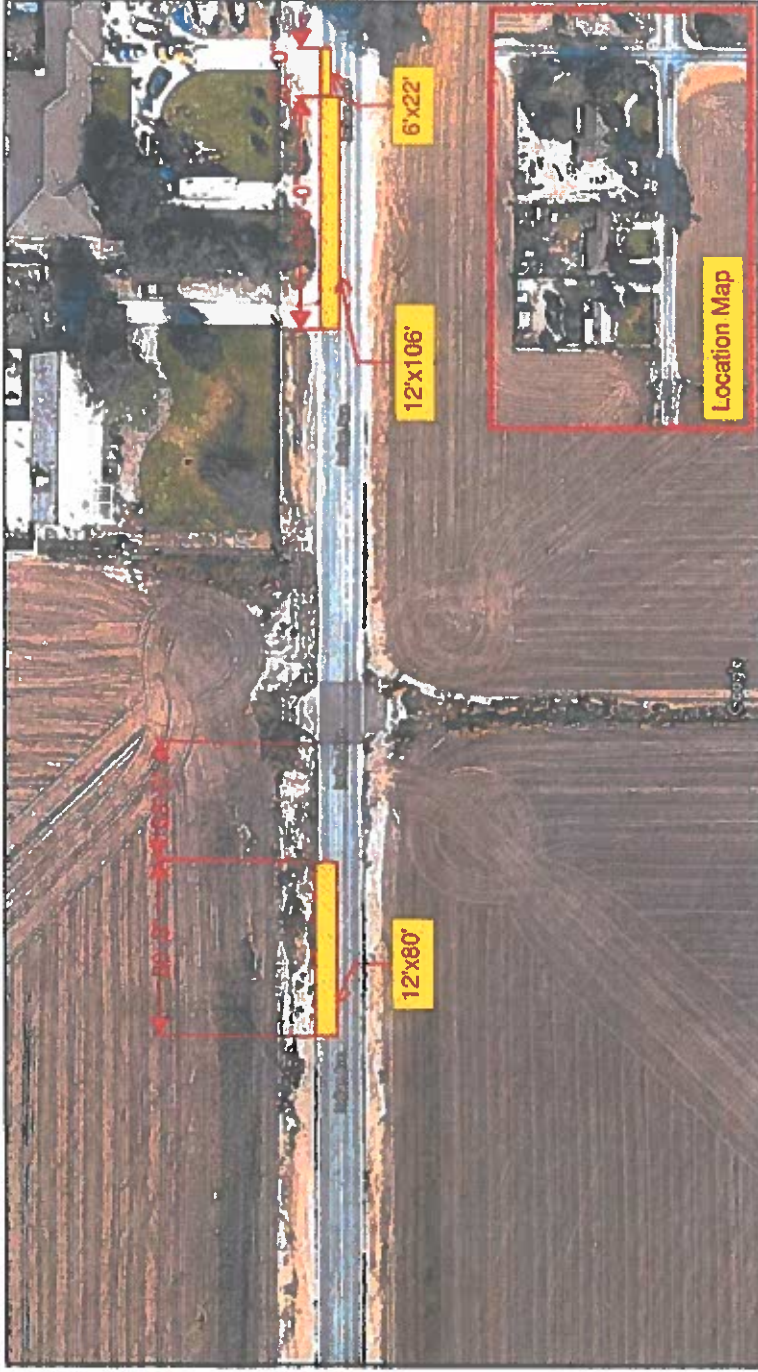
Client Signature

Date

Client Status: [] Corporation [] Partnership
[] Occupant [] Owner [] Contractor
[] Prop Mgr [] Occupant

Title

EXHIBIT "A"



City of Perris
Street Maintenance
INDIAN AVENUE
PERRIS, CA 92570

ROAD TREATMENT:

MILL OFF AND REPLACE TOP 3" OF ASPHALT AT 3 LOCATIONS AS SHOWN, TOTAL 2364 SF
RESTRIPE 186' YELLOW DASHED LINE, AND 80' OF FOG LINE WITH GLASSBEADS
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00048

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

**We Handle All Phases of Asphalt
HOA Specialist**

Cont. Lic. #664779
www.npgasphalt.com

"Where Integrity & Quality Counts"

ESTIMATE TO (Client)
City of Perris
1015 South "G" Street
Perris, California 92570

DATE: 1/28/19
PROJECT: Asphalt Repairs
LOCATION: City of Perris Street Maintenance
Exhibit "B"
Nevada Rd.
Perris, CA 92570

Attention: Jessica Bravo

Phone: 951-657-3280 x:241

Fax: 951-943-1871

E-mail: jbravo@cityofperris.org

Estimator: LT/JV

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

1. Mill off & replace top 3" asphalt at 1 location totaling 1,950 sq. ft. per plan.
(25 x 78)
2. Re-stripe 78' skip yellow & 78' fog line with water based paint, and glass beads.

Total Items 1 & 2:\$8,880.00
***Price is valid through April 30th, 2019

- **Note: Project will be completed in 1 move-in on a week day, during the day.
- **Note: Includes W.A.T.C.H manual traffic control.
- **Note: Price includes prevailing wages.
- **EXCLUSIONS: Permits, testing, traffic control plan, and seal coat.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

Proposal - Contract

CONTRACT# 19-00048

NPG Corporation ("Contractor" and/or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS
(These are all part of your contract - PLEASE READ THEM CAREFULLY)

1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG.

2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work.

3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained.

4. Should Client default hereunder, Client agrees to pay the Contractor an \$850.00 lien filing fee, or an \$850.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project.

5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract, if work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG.

6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor.

7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit.

8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade.

9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering.

10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others.

11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative.

12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all.

13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client.

14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.

I AGREE TO ARBITRATION.

Customer's Initials
Contractor's Initials

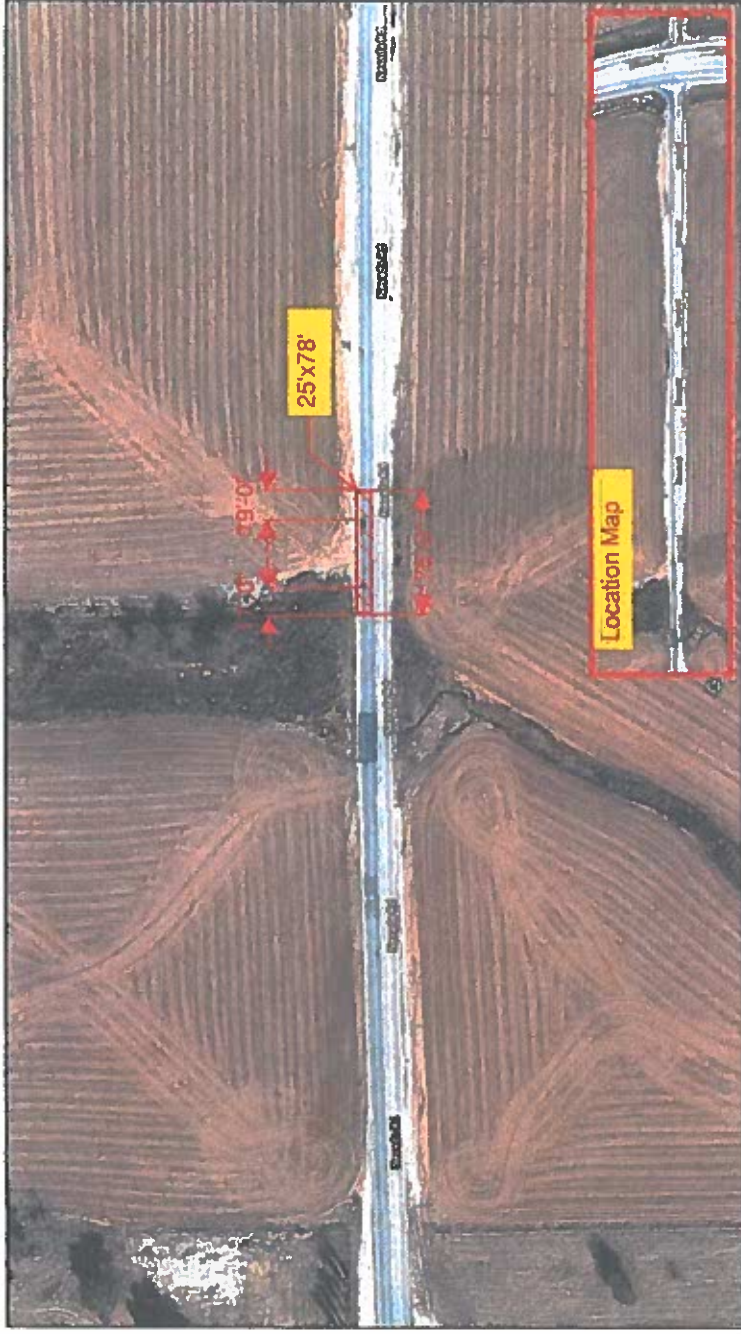
SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% (annual percentage of 18%) applied to the previous balance after deducting current payments and credits.

Approved & Submitted by: NPG Corporation
Authorized Representative:
NPG Corporation
Office (951) 940.0200
www.npgasphalt.com

Accepted By Client (Printed Name):
Client Signature
Client Status: [] Corporation [] Partnership
[] Occupant [] Owner [] Contractor
[] Prop. Mgr. [] Occupant
Date
Title

EXHIBIT "B"



ROAD TREATMENT:

MILL OFF AND REPLACE TOP 3" OF ASPHALT AT 1 LOCATIONS AS SHOWN, TOTAL 1950 SF

RESTRIPE 78' OF DASHED YELLOW LINE AND 78' OF FOG LINE WITH GLASS BEADS
INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL



City of Perris
Street Maintenance

NEVADA ROAD
PERRIS, CA 92570

PH. (760) 320-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00049

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

**We Handle All Phases of Asphalt
HOA Specialist**

"Where Integrity & Quality Counts"

Cont. Lic. #664779
www.npgasphalt.com

ESTIMATE TO (Client)

City of Perris
1015 South "G" Street
Perris, California 92570

DATE: 1/28/19

PROJECT: Asphalt Repairs

LOCATION: City of Perris Street Maintenance
Exhibit "C"
Goetz Rd.
Perris, CA 92570

Attention: Jessica Bravo

Phone: 951-657-3280 x:241 **Fax:** 951-943-1871 **E-mail:** Jbravo@cityofperris.org

Estimator: LT/JV

NELSON PAVING & SEALING (hereinafter called Contractor) quotes the following estimate to Client for furnishing the materials, labor and performing the work hereinafter specified, subject to the terms and conditions hereinafter set forth on reverse side of estimate.

1. Mill off & replace top 3" asphalt at 6 locations totaling 12,743 sq. ft. per plan.
(11 x 100, 6 x 135, 10 x 330, 22 x 68, 6 x 105, and 12 x 476)
2. Re-stripe 68' yellow skip line, 250' fog line with water based paint, and glass beads.
(Includes RPM's as per existing)

Total Items 1 & 2:.....\$36,990.00

***Price is valid through April 30th, 2019

**Note: Project will be completed in 1 move-in on a weekday; during the day.

**Note: Includes W.A.T.C.H. manual traffic control.

**Note: Price includes prevailing wages.

**EXCLUSIONS: Permits, traffic control plan, and seal coat.

PRICE TO BE DETERMINED BY OWNERS OPTIONS AS INITIALED ABOVE

NOTE: UPON ACCEPTANCE OF THIS CONTRACT ALL TERMS, PROVISIONS, AND CONDITIONS AS SET FORTH ON THE REVERSE SIDE OF THIS CONTRACT SHALL BECOME PART OF THIS CONTRACT.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are hereby accepted. You are hereby authorizing NPG Inc. to do the work as specified above with payment in full upon completion of work.

Accepted by: Print Name

Title

Authorized Signature

Date

Proposal - Contract

CONTRACT# 19-00049

NPG Corporation ("Contractor" and/or "NPG") proposes to furnish the material and labor to perform the work specified in the estimate, appearing on the reverse side hereof and incorporated herein by reference, at the site therein designated for and the contract price therein estimated upon the following terms and conditions:

STANDARD TERMS AND CONDITIONS
(These are all part of your contract - PLEASE READ THEM CAREFULLY)

- 1. This proposal is subject to Client's written acceptance and will be delivered to NPG within ten days from date of estimate. If not accepted within such time, this proposal is subject to change or withdrawal until the bid/contract is accepted by Client and approved by NPG. Terms of Client purchase orders, subcontracts, and/or credit approvals must comply with NPG Corp.'s standard terms and conditions and any special terms, conditions or warranties.
2. UNLESS OTHERWISE SPECIFIED HEREIN, THE CONTRACT PRICE SHALL BE NET US FUNDS, PAYABLE AT CONTRACTOR'S OFFICE (AS SHOWN ON REVERSE HEREOF) UPON COMPLETION OF WORK PAID BY CHECK OR ARRANGED FUNDS. Total amount due for unit price bids shall be determined by field measurement upon completion of work. If installment payments are provided for and the Client fails to pay an installment promptly when due, the Contractor, at its option, may declare the whole amount of said contract to be paid immediately and may refuse to continue work until payment in full is received. Alternatively, Contractor may also refuse to continue work until satisfactory security is given to the Contractor to ensure future prompt payment of installments.
3. Upon acceptance of the proposal by the Client and approval of the Contractor, it will become the entire agreement between the parties, notwithstanding any written or oral communications or negotiations. There are no covenants, agreements, representations, inducements, guarantees or warranties not herein expressly contained. The prices stated do not include any items of work not specified herein, and any additional items of work to be done at the Client's request will be billed as extra work. All material and labor prices are valid for 30 days unless otherwise specified on contract.
4. Should Client default hereunder, Client agrees to pay the Contractor an \$850.00 lien filing fee, or an \$850.00 stop notice filing fee as well as any and all costs incurred in collecting any balance owed. This dollar amount will be added to the last billing of the project. Any Mechanic's Lien release will be executed by the Contractor and the Client shall be responsible for recording the action.
5. Upon completion, Client agrees to inspect the work immediately and issue an acceptance to the Contractor, providing the work has been completed according to the terms of the contract. If work is not inspected upon completion, it is hereby agreed that the work was approved and payment will be forwarded to NPG. Any corrections must be submitted to NPG by email to [redacted].
6. The contract resulting from acceptance of this proposal is made in contemplation of latent conditions of the site and of existing economic conditions and not in anticipation of extraordinary inflation, depression, economic change, war or latent conditions of the site unknown to the Contractor. Contractor is not responsible for any delays or interruption of the work or for failure in performance, in whole or in part, by the Contractor caused by impossibility of performance, or by economic or commercial frustration attributable to any circumstance or event of which could not have been reasonably foreseen by the Contractor. Nor are they responsible for any delays or interruption of work on account of transportation difficulties, governmental regulation of materials or labor, priorities of any kind, strikes, lockouts, boycotts, and differences with employees, acts of God or other causes beyond Contractor's control.
7. All permit and inspection fees paid by the Contractor to any public body by reason of the work hereunder shall be billed separately and not as a part of any of the prices stated herein. Such items shall be treated as an extra, and as such, will be subject to surcharges of 15% for overhead, plus 15% for profit. All excise, privilege, occupation, sales, personal property and other taxes (whether federal, state, or local) applicable to the sale, purchase, use, installation or ownership of material to be applied by Contractor hereunder, and for the payment or collection of which Contractor is liable, shall be added to the net contract price herein specified and shall be paid by the Client whether specifically set forth in the estimate or not.
8. If fills or rough grading of the site are to be made by others, the site must be left for Contractor at an elevation within one-tenth foot plus or minus of finished sub-grade elevation with material that will readily provide a firm and stable sub-grade. NPG is not responsible for water discharge of any area that has less than 2% fall, otherwise ponding is subject to occur.
9. Boundary line surveys and civil engineering (including, but not limited to setting lines and grades, and staking) requiring the services of a licensed civil engineer, if necessary, shall be provided by Client or at Client's expense, in addition to the contract price. Contractor assumes no responsibility for the correctness of such survey or civil engineering. Client assumes full responsibility for design of grade, provision for drainage and discharge of waters from the site, and Contractor shall have no liability or responsibility thereof. Should any such responsibility be placed upon Contractor by agreement, circumstance, or operation of law, or if engineering services by Contractor's employees are necessary to proper performance of the work, then the cost plus 15% thereof for overhead and 10% of the cost including overhead for profit of fulfilling such responsibility or performing such engineering services or both shall be chargeable to the Client as an extra.
10. Contractor warrants that the materials to be furnished hereunder will be as specified or equal, and that all work shall be done and performed in a good and workmanlike manner. Contractor expressly assumes no responsibility for failures of work caused by the settling of fills placed by others, whether caused by the use of improper fill materials or otherwise. NPG is not responsible for any damages that are caused by others (vehicles driving or people/pets walking through barricaded areas etc.). These will be repaired at owner's expense.

- 11. Contractor shall not be obligated to perform extra work or supply rental equipment without specific authorization from Client or Client's representative. Client is to have someone of authority on project site at all times. Any questions regarding specifications, scope of work or procedure will be referred to that representative. NPG will not be responsible for extra costs resulting from directions and/or changes made by an inspector and/or resident engineer. All such costs will be the responsibility of the customer. During the course of the contracted work, any existing asphalt damaged by the contractor's equipment due to insufficient support of asphalt structure will be billed as an extra for repairs. Repairs of these areas are in no way to be a part of the base bid. Client is responsible for turning off flowbed water and/or irrigation systems prior to contractor's arrival and during course of work.
12. NPG Corp. will only indemnify client when asked on subcontract for the work being performed on said contract. NPG will not pay attorney fees for others in lawsuits or losses at all. NPG's Certificate of Insurance is for the scope of work being performed under said contract only.
13. Special conditions imposed by any permits issued to owner and not noted on the plans or specifications will not be considered in this scope of work. Any and all engineering, construction surveying, testing, and inspection fees are to be paid by client. In the event a section of paving and/or base changes, new prices will be negotiated. Any conditions not caused by contractor that may require the shutdown of work or requiring an extra move in will be billed as extra work per our T&M rate sheet online at www.npgcorp.com. Rates will have a mark up of 10% profit and 10% overhead which will be added in the office billing.
14. NPG is not responsible for existing asphalt breaking up due to soft sub-grade; this shall become a negotiated item. Quantities used are approximate and are subject to physical measurement and corrections. If necessary, changes will be made with unit prices applying. Water is to be furnished to on site source by others. Applying water is included. All vehicles and obstacles are to be removed from area prior to contractor's arrival. Contractor is not responsible for scuffing due to power steering and/or hot weather. Contractor cannot guarantee subsidence of material to heavily oil sealed pavement. Longer dry time may be needed due to cold and/or wet weather. All cracks are subject to re-opening at any time, and there is no guarantee/warranty applying to crack filling. Concrete and asphalt are both subject to expansion and contraction of cracks due to earth movement even in areas that have been previously completed or are new installations. Contractor is not responsible for residual cracking due to expansion and/or contraction of pavement. Contractor is not responsible for damage to any underground lines, cables or plumbing that may be in direct line with the job site. NPG Corporation accepts no responsibility for ADA compliance and will indemnify itself and its officers from any lawsuits arising from any trip and fall hazards etc., as owner shall accept all responsibility.

15. ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT TO RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT. ANY CLAIM FILED IN SMALL CLAIMS COURT SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO ARBITRATE, AND IF A COUNTER CLAIM IS IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED IN THE MUNICIPAL OR SUPERIOR COURT, THEN THE PARTY FILING IN SMALL CLAIMS COURT MAY DEMAND ARBITRATION PURSUANT TO THIS PARAGRAPH.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION.
I AGREE TO ARBITRATION.

Customer's Initials
Contractor's Initials

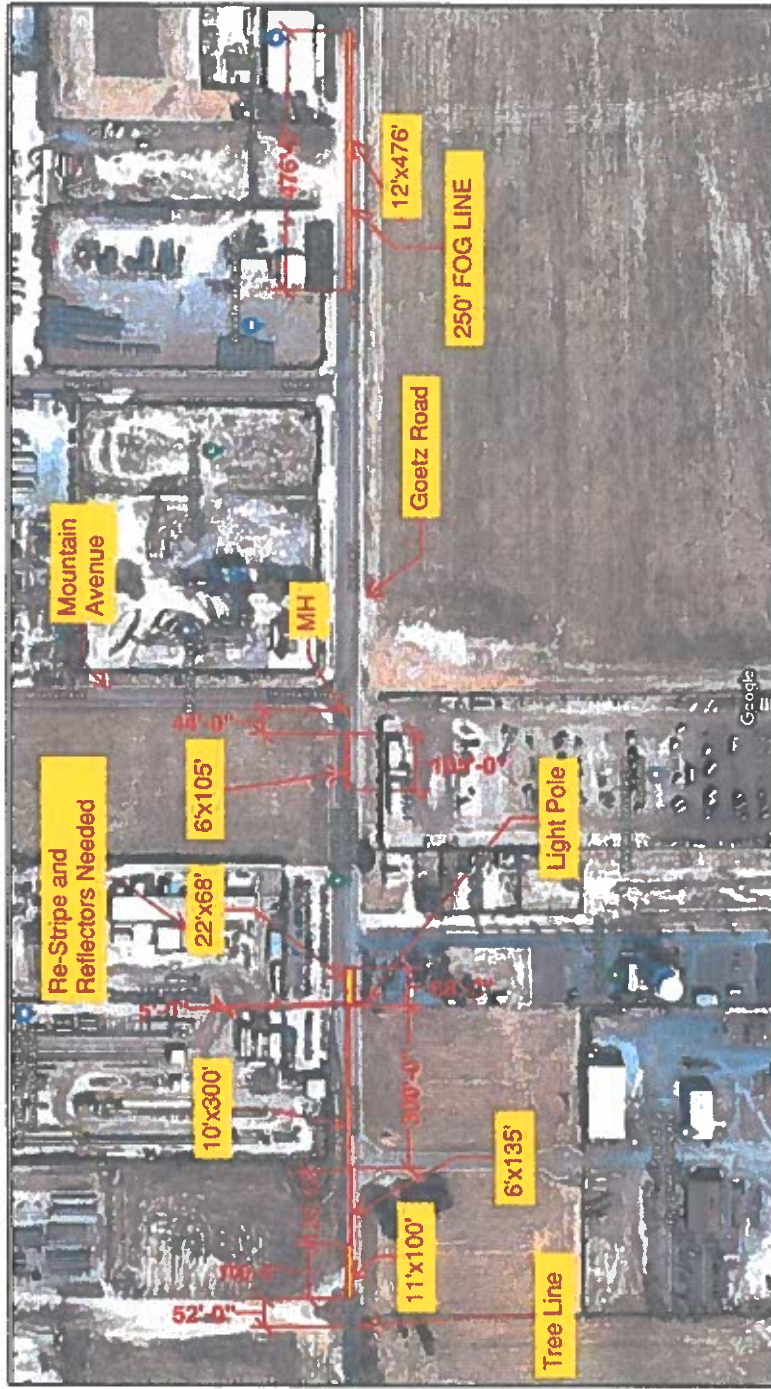
SPECIAL CONDITIONS

NPG warrants all materials/workmanship for one year from date of installation. Owner/Contractor to accept NPG's insurance limits. Progress billings upon completion of work completed. Payment is due in full upon completion of contract work. No retention to be held. Past due accounts will be charged a finance charge of 1 1/2% Annual percentage of 18% applied to the previous balance after deducting current payments and credits. If NPG engages a collector or attorney at law to collect the purchase price or any part thereof, purchaser agrees to pay all fees, expenses, attorney's fees, including court costs incurred by NPG Corporation in collection of said debt. Start date to be negotiated upon signing of contract. Upon acceptance of proposal, preliminary information must be provided. Bid is based upon one move-in unless otherwise noted; cost of additional moves will be negotiated as they occur. Client terms, purchase order, subcontract, and/or credit approvals must comply with all NPG's terms, conditions, or warranties unless otherwise noted. If client's terms do not comply, contract will be cancelled. Certificate of Insurance will only apply to work that NPG is performing. Excludes engineering, staking, soil testing, permits, construction water, handling/disposal of buried or hazardous materials, handling/disposal of racks, removal/relocation of utilities/irrigation, replacement of landscaping, backfill of curbs, import/export, home owners notification, erosion control, and dust control, unless noted in bid. All costs associated with the implementation and maintenance of the "Storm Water Pollution Prevention Plan" will be billed on a time and material basis plus 20% overhead, if required. All costs and responsibilities for implementing and maintaining a Fugitive Dust "PM 10" mitigation plan and/or N.P.D.E.S. are to be done by others. All items will be billed at unit cost or contract amount whichever is greater. Price excludes prevailing wage unless otherwise noted. All public works projects, once NPG's scope of work is 100% completed - retention may only be held for a period of 60 days max.

Approved & Submitted by: NPG Corporation
Authorized Representative: NPG Corporation
Office (951) 940.0200
www.npgasphalt.com
P.O. Box 1515, Perris, CA 92571
Fax (951) 940.9192

Accepted By Client (Printed Name):
Client Signature
Client Status: [] Corporation [] Partnership
[] Occupant [] Owner [] Contractor
[] Prop Mgr [] Occupant
Date
Title

EXHIBIT "C"



City of Perris
 Street Maintenance
 GOETZ ROAD
 PERRIS, CA 92570

ROAD TREATMENT:

MILL OFF AND REPLACE TOP 3" OF ASPHALT AT 6 LOCATIONS AS SHOWN, TOTAL 12,748 SF
 RESTRIPE 250' OF FOG LINE WITH GLASSBEADS AND 68' OF DASHED YELLOW LINE
 INCLUDES TRAFFIC CONTROL PER W.A.T.C.H MANUAL

CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: February 12, 2019

SUBJECT: Investment Report – Quarter Ended December 31, 2018

REQUESTED ACTION: Receive and File Quarterly Investment Report for the Quarter Ended December 31, 2018

CONTACT: Jennifer Erwin, Director of Finance

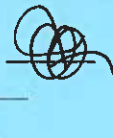
BACKGROUND/DISCUSSION: The California Government Code establishes requirements for Treasurer's Investment Reports and investment practices. Section 53646 of the Code states that the City's Treasurer shall render a quarterly report to the City Manager and City Council.

The earnings for the second quarter of 2018-19, as presented in this report, are \$1,302,035.40.

The City continues to employ an investment strategy of maximizing yield while maintaining security of the City's invested funds as specified in the investment policy adopted by the Council.

BUDGET (or FISCAL) IMPACT: Interest income earned for the second quarter of Fiscal Year 2018-2019 as reported is \$1,302,035.40. The projected interest income for the General Fund is \$226,979.90.

Assistant City Manager
Director of Finance



Attachments:
Memorandum
Quarterly Investment Report

Consent: X



CITY OF PERRIS

DEPARTMENT OF FINANCE

101 North 'D' Street, Perris, CA 92570-2200

TEL: 951-943-4610 FAX: 951-943-5065

Memorandum

TO: Honorable Mayor and Members of the Perris City Council
FROM: Adrienne Morales, Accountant II
PREPARED BY: Adrienne Morales, Accountant II
APPROVED BY: Jennifer Erwin, Director of Finance
DATE: February 12, 2019
SUBJECT: Quarterly Investment Report as of December 31, 2018

We hereby certify that this quarterly investment report (see attached Exhibit A) accurately reflects all investments and is in compliance with the City's Investment Policy (see Compliance Table Exhibit B). Sufficient investment liquidity and anticipated revenues are available to meet budgeted expenditures for the next six months.

Submitted by: Adrienne Morales 1/29/19
Adrienne Morales, Accountant II Date

Approved by: Jennifer Erwin 1/29/19
Jennifer Erwin, Director of Finance Date

EXHIBIT A

City of Perris
Quarterly Investment Report
October 1, 2018 - December 31, 2018

Current Quarter Ending December 31, 2018

Type of Investment	Institution	Maturity Date	Deposit Amount *	Interest Received
Pooled	Citizens Business Bank (Premiere Money Market)	Liquid	40,610,046.75	31,367.18
Pooled	Citizens Business Bank (Investment)	Liquid	34,032,786.30	422,901.18
Pooled	Local Agency Investment Fund (LAIF)	Liquid	3,465,114.57	20,938.98
Pooled	U.S. Bank (Investment)	Liquid	1,533.12	(239.73)
Pooled	Chandler Asset Management	Liquid	74,278,697.31	827,067.79
Total Interest Earning for Period Ending Dec. 31, 2018:				\$ 1,302,035.40

* Average Quarterly Cash Balance per Investment Account

CITY OF PERRIS
Projected Cash Balances & Projected Interest Income as of December 31, 2018
Fiscal Year 2018 - 2019

FUND #	FUND NAME	Projected Balances as of 12/31/2018	Projected Interest Income for quarter ending 12/31/2018
001	GENERAL FUND*	29,621,365.01	226,979.90
106	RAILWAY DEPOT RESTORATION	129,686.73	993.75
109	AQMD - AIR QUALITY MANAGEMENT	222,687.66	1,706.39
112	TRAFFIC SAFETY	1,271,529.08	9,743.36
115	OFFICE OF TRAFFIC SAFETY	243,513.68	1,865.97
121	STREET LIGHTING - PROPERTY TAX	1,960,853.04	15,025.45
124	STREET LIGHTING - MD 84-1	930,139.53	7,127.39
127	LANDSCAPE MAINTENANCE DISTRICT 1	3,445,920.54	26,405.09
130	FLOOD CONTROL MAINTENANCE DISTRICT	8,443,503.38	64,700.11
133	ROAD & BRIDGE BENEFIT DISTRICT	61,159,960.46	468,650.97
136	GAS TAX	6,351,112.56	48,666.73
140	RMRA GRANT	948,679.83	7,269.46
142	MEASURE A	4,929,916.79	37,776.52
157	CITY PROJECTS - EXTERNAL CONTRIBUTIONS	8,978,218.65	68,797.48
160	STORM DRAIN DEVELOPER FEES	13,070,666.25	100,156.71
163	DEVELOPMENT FEES	17,896,051.73	137,132.23
165	COMM ECONOMIC DEV CORP	3,111,840.81	23,845.13
170	HUD - NSP3 - FEDERAL	234,238.65	1,794.90
171	HCD - HOME - FEDERAL	97,409.77	746.42
180	HOUSING AUTHORITY	1,722,330.02	13,197.71
204	CFD 90-2 GREEN VALLEY	23,515.06	180.19
208	CFD 93-2R PERRIS PLAZA	113.51	0.87
216	CFD 200X WILLOWBROOK #2	47,252.00	362.08
226	CFD 2006-3 ALDER	350,104.48	2,682.75
237	CFD 88-1 (NEW)	259,025.99	1,984.84
238	CFD 88-3 (NEW)	102,011.01	781.68
239	CFD 90-1 (NEW)	96,657.20	740.66
240	CFD 2007-2 PACIFIC HERITAGE	108,961.82	834.94
245	CFD 2001-2R VIL OF AVALON	119,721.40	917.39
256	CFD 2014-2 SPECTRUM	352,093.17	2,697.99
258	CFD 2005-4R STRATFORD RANCH	133,661.09	1,024.21
271	AD 86-1 93 SERIES A	52,677.85	403.66
273	CFD 2014-1 AVELINA IA 3	5,571.98	42.70
412	PFA 2007 SERIES A & B	36,809.24	282.06
417	PFA 2009A (1987 PROJECT LOAN)	109.96	0.84
418	PFA 2009B (1994 PROJECT LOAN)	838.77	6.43
419	PFA 2009C (C & N PRJ LOAN)	410.97	3.15
431	JPA 2013 SERIES A	50,886.69	389.93
511	SEWER FUND - CITY	576,426.93	4,416.99
512	SEWER FUND - MCCANNA	193,076.20	1,479.49

521	SOLID WASTE FUND - CITY	950,709.97	7,285.01
751	DEBT SERVICE FUNDS/SUCCESSOR	565,498.51	4,333.25
801	TRUST FUND	1,122,393.16	8,600.57
Total:		169,918,422.07	1,302,035.40



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: February 12, 2019

SUBJECT: **Ordinance Amendment 19-05020** - Proposal to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

REQUESTED ACTION: **INTRODUCE First Reading of Ordinance No. (next in order)** to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

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

BACKGROUND/DISCUSSION:

During the January 29, 2019 City Council meeting, the Mayor requested that staff bring forth an Ordinance to reduce the number of Planning Commissioners from seven to five. The request was made after City Council rejected an eligible application for an open Planning Commission seat.

For the Council's information, staff conducted a survey of surrounding communities to explore the standard number of Planning Commissioners observed in those cities. Staff found that all but two of our neighboring cities have a total of five Planning Commissioners.

<u>City</u>	<u># of Planning Commissioners</u>
Corona	5
Hemet	5
Lake Elsinore	5
Menifee	5
Moreno Valley	7
Murrieta	5
Riverside (charter city)	9
Temecula	5
San Jacinto	5

Section 2.37.050(a) of the Municipal Code identifies that Planning Commissioners will serve four year terms. Section 2.37.050(b) of the Code provides guidance for seven numbered seats with terms staggered so that all terms do not end at the same time. Seats one through three expire on December 31, 2003 and every four years thereafter, while seats four through seven expire on December 31, 2005 and every four years thereafter.

It should be noted that when Section 2.37.050 was adopted in 2002, City elections were held in November of odd-numbered years. City elections are now held in November of even-numbered years. The proposed ordinance would change the Planning Commission appointments to even-numbered



years to align with the current election schedule. Thus, seats one through three would expire on December 31, 2020 and every four years thereafter, while seats four and five would expire on December 31, 2022 and every four years thereafter.

If the City Council adopts the proposed ordinance, then upon the effective date of the ordinance the City Council may appoint or reappoint Planning Commissioners to each of the five Seats at the Council's discretion.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered in the current budget.

Prepared by: Kenneth Phung, Planning Manager 

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

City Attorney _____
Assistant City Manager 
Finance Director 

Attachment: Proposed Ordinance

Public Hearing: February 12, 2019

ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 2.37 OF TITLE 2 OF THE PERRIS MUNICIPAL CODE RELATING TO THE CITY'S PLANNING COMMISSION

WHEREAS, the City of Perris established a Planning Commission pursuant to Government Code § 65100;

WHEREAS, the City's Planning Commission currently consists of seven members;

WHEREAS, the City Council desires to reduce the membership of the Planning Commission from seven to five.

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

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

Section 2. Amendment to Section 2.37.020. Section 2.37.020 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while *bold italics* represents new language):

"The planning commission shall consist of ~~seven~~ *five* members."

Section 3. Amendment to Section 2.37.050. Section 2.37.050 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while *bold italics* represents new language):

"Sec. 2.37.050. - Terms of office.

(a) The terms of office for members of the planning commission; ~~other than those appointed to complete unexpired terms~~, shall be four years or until their successors ~~shall be~~ *are* appointed and qualified. *For example, a member whose term expires on December 31 would continue to serve in January and thereafter until a successor is appointed. The successor may be the same member if reappointed. The terms for members of the planning commission who are appointed to complete an unexpired term shall run until the end of their respective unexpired terms or until their successors are appointed.*

(b) Seats on the planning commission shall be numbered one through ~~seven~~ *five*. Seats one, two and three shall expire on December 31, ~~2003~~ *2020*, and on December 31 every four years thereafter. Seats four, *and* five, ~~six and seven~~ shall expire on

December 31, ~~2005~~ 2022, and on December 31 every four years thereafter.”

Section 4. Amendment to Section 2.37.090(b). Subsection (b) of Section 2.37.090 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while **bold italics** represents new language):

“Special meetings of the commission may be called at any time by the chairperson or ~~four~~ **three** members thereof by written notice served as required by law, or otherwise provided in the Ralph M. Brown Act.”

Section 5. Amendment to Section 2.37.100. Section 2.37.100 of Chapter 2.37 of Title 2 of the Perris Municipal Code is hereby amended as follows (~~strikethrough~~ represents deleted language while **bold italics** represents new language):

“~~Four~~ **Three** members of the planning commission shall constitute a quorum, but a lesser number may adjourn from time to time.”

Section 6. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

Section 7. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 8. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of _____, 2019.

MAYOR, MICHAEL M. VARGAS

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2019, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar