



*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, March 12, 2019

6:30 P.M.

City Council Chambers

(Corner of San Jacinto and Perris Boulevard)

101 North "D" Street

Perris, California

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Magaña, Corona, Rabb, Rogers, Vargas

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8
- | | |
|----------------------|---|
| Property: | APN 326-073-001 |
| City Negotiator: | Richard Belmudez, City Manager |
| Negotiating Parties: | Mr. Hector Valladolid and Ms. Maricela Martinez |
| Under Negotiation: | Price and terms of payment |

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

2. **ROLL CALL:**

Magaña, Corona, Rabb, Rogers, Vargas

3. **INVOCATION:**

Pastor Carlos Reyes
Rock of Generations
180 Yosemite Avenue
Perris, CA 92570

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Magaña will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

A. Presentation of Certificates to Boy Scouts of Pack 374.

B. Presentation by Perris Valley Youth Association Junior All American Pee Wee Division Football Team and Board Member Larry Mills.

7. **APPROVAL OF MINUTES:**

A. Approve the Minutes of the Special Joint City Council and Planning Commission Worksession held February 19, 2019 and the Regular Joint City Council Meeting held on February 26, 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 Resolutions (next in order) regarding initiation of Annual Proceedings for the City’s Maintenance Districts (FY 2019/2020).

The Proposed Resolutions (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

- B. Approve Extension to the Annual Contract with RK Engineering for Traffic Services.
- C. Adopt Resolution (next in order) approving the vacation of a two-foot wide strip of unimproved street on the west side of Redlands Avenue, south of Perry Street and approximately 635 feet north of Ramona Expressway subject to the attached findings.

The Proposed Resolution (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING STREET VACATION 18-05245 TO VACATE A TWO-FOOT WIDE STRIP OF UNIMPROVED STREET LOCATED ON THE WEST SIDE OF REDLANDS AVENUE, SOUTH OF PERRY STREET AND APPROXIMATELY 635 FEET NORTH OF RAMONA EXPRESSWAY, SUBJECT TO THE FINDINGS NOTED HEREIN.

- D. Adopt Resolution (next in order) authorizing the City Manager to appoint an Interim Director of Finance and approving the Employment Agreement.

The Proposed Resolution (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPOINT AN INTERIM DIRECTOR OF FINANCE AND APPROVING RESPECTIVE EMPLOYMENT AGREEMENT.

- E. Approve Settlement Agreements for the Aquisition of Real Property Interests for the Widening of Nuevo Road. (APN Numbers 320-430-018; 310-180-045; 320-430-005) and authorize the City Manager to execute the same in a form approved by the City Attorney.
- F. Approve Settlement Agreements for the Aquisition of Real Property Interests for the Widening of Nuevo Road. (APN Numbers 310-180-006; 310-180-050; 310-180-051) and authorize the City Manager to execute the same in a form approved by the City Attorney.
- G. Approve payment for Emergency Asphalt Repairs on Indian Avenue, Nevada Road, Goetz Road and Case Road.
- H. Approve Purchase of four (4) replacement Compressed Natural Gas (CNG) Trucks for Public Works and two (2) alternative fuel vehicles utilizing Air Quality Management District (AQMD) funds.
- I. Authorize the City Manager to execute the contract with HDL Software LLC for a new web-based interactive business license software and to provide business license services for the City.
- J. Adopt Resolution (next in order) authorizing the approval of a Purchase and Sale Agreement of 0.18 acre vacant land identified as Assessor's Parcel Number 326-072-004, 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 326-072-004 FOR THE FUTURE ENCHANTED HILLS PARK PROJECT LOCATED ON THE 1300 BLOCK OF WEST METZ ROAD IN THE ENCHANTED HILLS COMMUNITY IN PERRIS.

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. Adopt Resolutions (next in order) ordering the Annexation of PM 35268 (Rider 3) to the City's Maintenance Districts, giving final approval to the Engineer's Reports and the Levying of the 2018-2019 Assessments. PM 35268 (Rider 3) is a 28.15 acre industrial project located north of Rider Street and west of Redlands Avenue. (Owner: IDIG Rider Distribution Center, 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO BENEFIT ZONE 137, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO BENEFIT ZONE 104, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- B. Adopt Resolutions (next in order) ordering the Annexation of DPR 06-0635 (Rider 1) to the City's Maintenance Districts, giving Final Approval to the Engineer's Reports, and the Levying of the 2018-2019 Assessments. DPR 06-0635 (Rider 1) is a 16.24 acre industrial project located south of Rider Street and west of Redlands Avenue. (Owner: IDIG Rider Distribution Center, 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO BENEFIT ZONE 138, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO BENEFIT ZONE 105, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019.

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

- C. Introduce First Reading of Ordinance Number (next in order) to amend Animal Control Ordinance Number 1168 in its entirety.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING TITLE 8 OF THE PERRIS MUNICIPAL CODE CONCERNING REGULATION OF ANIMALS WITHIN THE CITY.

Introduced By: Daryl Harwill, Director of Public Works

PUBLIC COMMENT:

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

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

A. Approve the Mid-Year Budget and Capital Improvement Program Review.

Introduced by: Jennifer Erwin, Director of Finance

PUBLIC COMMENT:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

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

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

13. CITY MANAGER’S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact 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.



CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council and Planning Commission Worksession held February 19, 2019 and the Regular Joint City Council Meeting held on February 26, 2019

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments:

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

MINUTES

**SPECIAL JOINT WORKSESSION 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,
AND PLANNING COMMISSION OF THE CITY OF PERRIS**

Tuesday, February 19, 2019

4:00 P.M.

**City Council Chambers Conference Room
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

1. **CALL TO ORDER:** 4:00 P.M.
Mayor Vargas called the Special Joint Worksession of the City Council and the Planning Commission to order at 4:06 p.m.

2. **ROLL CALL:**

Present: Magaña, Rogers, Vargas, Arras, Hammond, McCarron, Scott

Absent: Corona, Rabb, Marin, Shively

Staff Members Present: City Manager Belmudez, Assistant City Manager Carlos, Planning Manager Phung, Human Resources And Risk Supervisor Amozgar and City Clerk Salazar

3. **WORKSESSION:**

Ethics Training in Compliance with AB 1234.

This item was introduced by City Manager Belmudez and turned over for Presentation by Deputy City Attorney Brian Wright-Bushman.

4. **ADJOURNMENT**
There being no further business Mayor Vargas adjourned the Special Joint Worksession at 6:08 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: February 26, 2019

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 6:02 p.m.

ROLL CALL

Present: Rogers, Magaña, Corona, Rabb, Vargas

Staff Present: City Manager Belmudez, City Attorney Dunn and City Clerk Salazar

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

The City Council adjourned to Closed Session at 6:03 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.

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

Present: Rogers, Magaña, Corona, Rabb, Vargas

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

3. INVOCATION: Pastor Don Meinberg Reflections Christian Fellowship
375 Ramona Expressway Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Rogers led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Dunn reported that the City Council met in Closed Session to discuss the item listed on the agenda. He noted that an update was given, direction was given to staff, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

- A. Reality Rally 2019 Presentation by Joan Hoover, Executive Director, Team Relations and Gillian Larson, Creator and Event Producer of Reality Rally, Inc.

7. APPROVAL OF MINUTES:

- A. Approved the Minutes of the Regular Joint Meeting held on February 12, 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 Rita Rogers, seconded by Marisela Magana to Approve the Minutes, as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Councilmember Rogers requested that item 8.C. be pulled for a separate vote.

The Mayor called for Public Comment on the balance of the Consent Calendar. There was no Public Comment on the balance of the Consent Calendar.

- A. Approved traffic calming measures for 7th Street and authorize staff to implement the improvements.
- B. Approved the equipment purchase agreement with Leotek Electronics USA, LLC for the Streetlight Retrofit Project, and authorize the City Manager to execute the Contract, subject to non-substantive changes from the City Attorney's Office.
- C. Approved Resolution Number 5448 establishing a tax rate of 10% for marijuana distribution and 10% for commercial manufacturing operations and providing a deduction that permits marijuana dispensaries and distribution and manufacturing operations to deduct the amount of sales and use taxes and excise taxes collected from consumers and remitted to the State from their reported proceeds for the purpose of calculating their taxes owed to the City.

Resolution number 5448 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SETTING THE TAX RATE ON PROCEEDS OF COMMERCIAL MARIJUANA DISTRIBUTION AND MANUFACTURING WITHIN THE CITY AND ESTABLISHING A DEDUCTION FOR CERTAIN TAXES ESTABLISHED UNDER CHAPTER 3.40, PURSUANT TO SECTIONS 3.40.020(a), 3.40.020(c), 3.40.030 AND 3.40.090 OF CHAPTER 3.40 OF TITLE 3 OF THE PERRIS MUNICIPAL CODE.

This item was pulled by Councilmember Rogers for a separate vote.

The Mayor called for Public Comment. The following person spoke at Public Comment:

Joshua Naggar

The following Councilmember's spoke:

Rogers

Vargas

The Mayor called for a motion.

M/S/C: Moved by Marisela Magana, seconded by Malcolm Corona to Approve Resolution Number 5448, as presented.

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

NOES: Rita Rogers

ABSENT:

ABSTAIN:

- D. City Council approved a contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.
- E. Community Economic Development Corporation approved a contract with Blue Stone Management for Design Services for the Perris Downtown Skills Training and Job Placement Center.
- F. Adopted WRCOG Resolution Number 43-18 and direct WRCOG to forward the JPA Amendment to WRCOG member agencies for their approval.
The WRCOG Resolution Number 43-18 is entitled:
A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AMENDING ITS BYLAWS MAKING A SERIES OF TECHNICAL CHANGES.
- G. Approved the City of Perris Monthly Check Register for January 2019.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

9. PUBLIC HEARINGS:

There were no Public Hearings.

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

A. Presentation on the Legislative Process by Michelle Rubalcava with Nielsen Merksamer Parrinello Gross & Leoni, LLP.

This item was introduced by Finance Director Erwin and turned over for presentation by Michelle Rubalcava of Nielsen Merksamer Parrinello Gross & Leoni, LLP.

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

**The following Councilmember spoke:
Corona**

B. Adopted the Second Reading of Ordinance Number 1379 to amend Chapter 2.37 of the Municipal Code to reduce the number of Planning Commissioners from seven to five.

The Second Reading of Ordinance Number 1379 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.

City Attorney Dunn gave the presentation on this item.

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

**The following Councilmember's spoke:
Vargas
Rabb**

**Rogers
Corona
Magaña**

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Marisela Magana to Approve the Second Reading of Ordinance Number 1379, as presented.

AYES: Marisela Magana, Malcolm Corona, Michael Vargas

NOES: Rita Rogers, David Starr Rabb

ABSENT:

ABSTAIN:

C. Appointed Mayor Vargas and Councilmember Rogers to the Community Development Block Grant (CDBG) Committee.

Mayor Vargas introduced this item.

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

The following Councilmember's spoke:

Vargas

Rogers

The Mayor called for a motion.

M/S/C: Moved by Michael Vargas, seconded by Rita Rogers to Approve the appointment of Mayor Vargas and Councilmember Rogers to the Community Development Block Grant (CDBG) Committee.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Bill Lamb

Jodi Lacangan

Joshua Naggar

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

Rogers

Magaña

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business the Mayor adjourned the Regular City Council meeting at 7:29 p.m.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Initiation of Annual Proceedings for City's Maintenance Districts
(FY 2019/2020)

REQUESTED ACTION:

1. Adoption of Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1 (Streetlights and Traffic Signals)
2. Adoption of Resolution Ordering Preparation of the Engineer's Report, Landscape Maintenance District No. 1
3. Adoption of Resolution Ordering Preparation of the Engineer's Report, Flood Control Maintenance District No. 1

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

In order to provide continued funding for the City's maintenance districts, annual procedures are required of the City Council. By adopting these resolutions, that order the preparation of the annual Engineer's Reports, the procedures for FY 2019/2020 will be initiated. The next action is scheduled for June 11, 2019 when the Engineer's Reports will be presented to the City Council for preliminary approval.

The districts include residential tracts and commercial developments throughout the City.

BUDGET (or FISCAL) IMPACT:

For FY 2018/2019, approximately 33,590 assessments were levied totaling \$5,148,039.
Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments:

1. Resolution Ordering Preparation of the Engineer's Report, Maintenance District No. 84-1
2. FY 2018/2019 Diagram of Maintenance District No. 84-1
3. Resolution Ordering Preparation of the Engineer's Report, Landscape MD No. 1
4. FY 2018/2019 Diagram of Landscape Maintenance District No. 1
5. Resolution Ordering Preparation of the Engineer's Report, Flood Control MD No. 1
6. FY 2018/2019 Diagram of Flood Control MD No. 1

Consent:

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public lighting and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Maintenance District Number 84-1 for the purpose of installing, constructing, operating and maintaining public street lighting including traffic signals and appurtenant facilities authorized by Section 22525 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. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Maintenance District Number 84-1 (the "District") for the maintenance, servicing and operation of public street lighting, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public lighting, traffic signals and landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required electrical operations, repair and replacement.
- (c) Street light installation, servicing and maintenance.
- (d) Traffic signal installation, servicing and maintenance.

Section 3. That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Maintenance District Number 84-1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said lighting maintenance district, and the said map so on file shall govern for all details as to the extent of said district.

Section 4. That the proceedings for the annual levy of the special benefit assessment are to be conducted 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 5. 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.

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

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

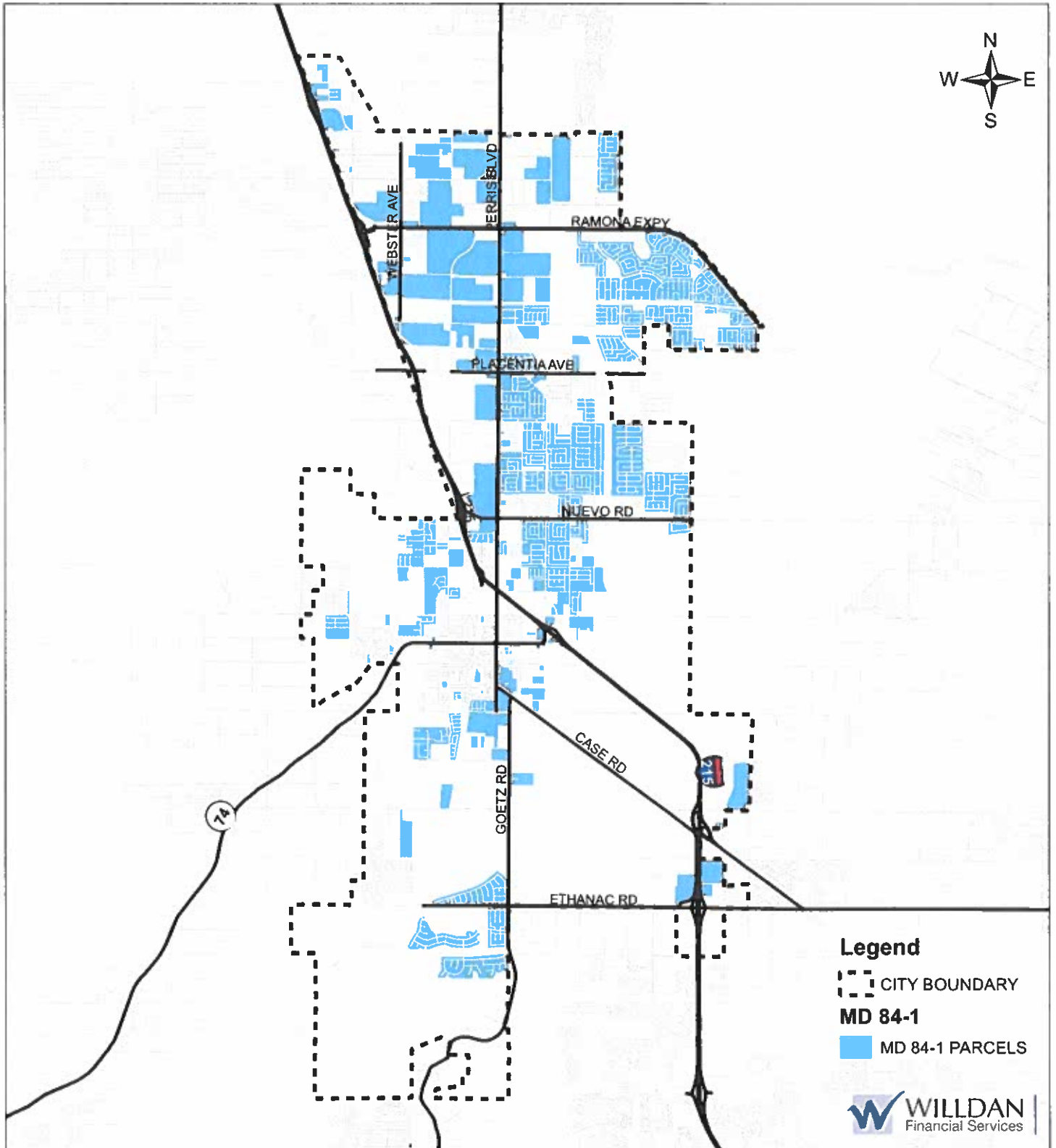
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

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

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar

**DIAGRAM OF
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019**



RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public landscaping and appurtenant facilities as set forth in Section 22525 of the Streets and Highways Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Landscape Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public landscaping and appurtenant facilities authorized by Section 22525 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. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Landscape Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public landscaping, all pursuant to the Landscaping and Lighting Act of 1972 (Division 15 of the California Streets and Highways Code).

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public landscaping, including:

- (a) Repair, removal or replacement of all or any part of the improvements thereon.
- (b) Required irrigation operation, repair and replacement.
- (c) Required electrical operation, repair and replacement.

Section 3. That the proposed maintenance district encompasses all that certain territory of the City of Perris included within the exterior boundary line shown upon that certain map entitled "Diagram of the City of Perris Landscape Maintenance District Number 1", indicating by said boundary line the extent of the territory included within the proposed district and which map is on file in the Office of the City Clerk. Reference is hereby made to said map for further, full and more particular description of said landscape maintenance district, and the said map so on file shall govern for all details as to the extent of said district.

Section 4. That the proceedings for the annual levy of the special benefit assessment are to be conducted 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 5. 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.

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

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

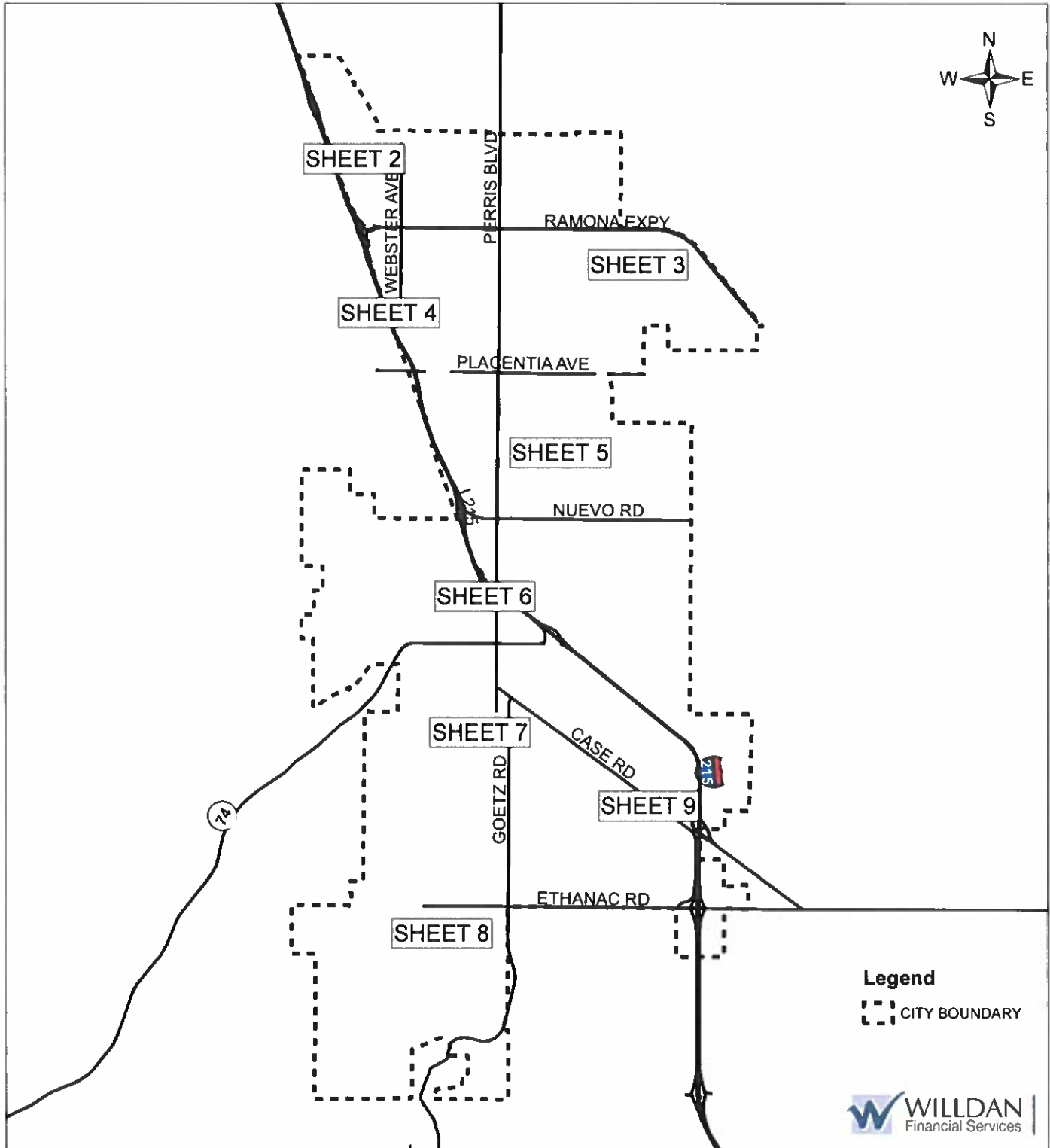
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

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

Ayes:
Noes:
Absent:
Abstain:

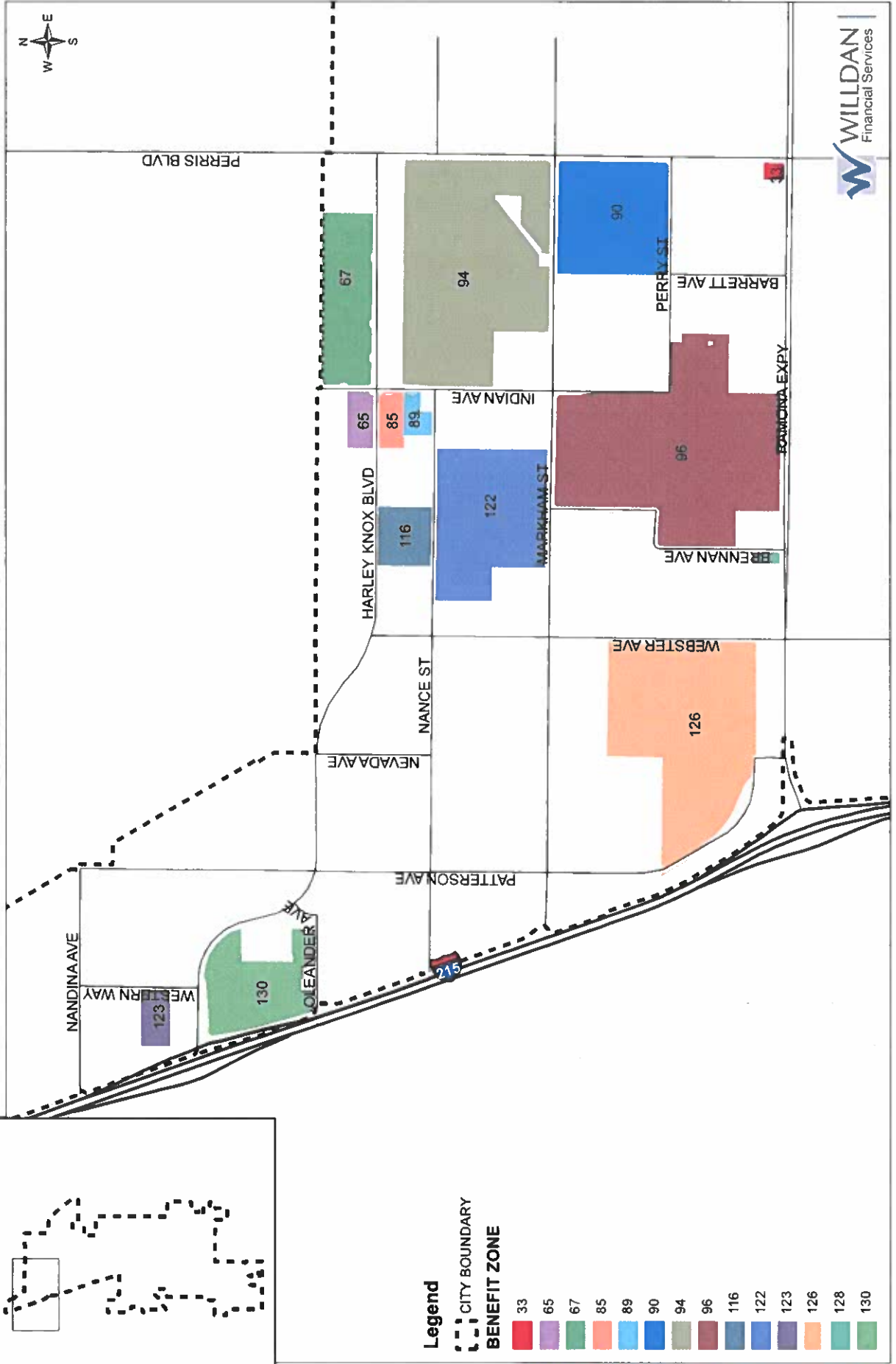
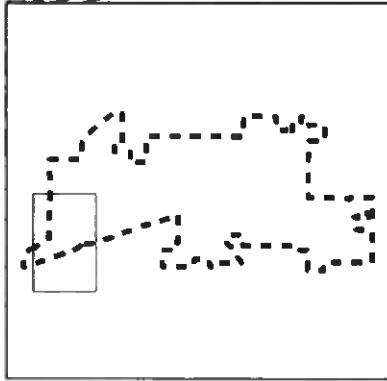
City Clerk, Nancy Salazar

**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 1 OF 10**



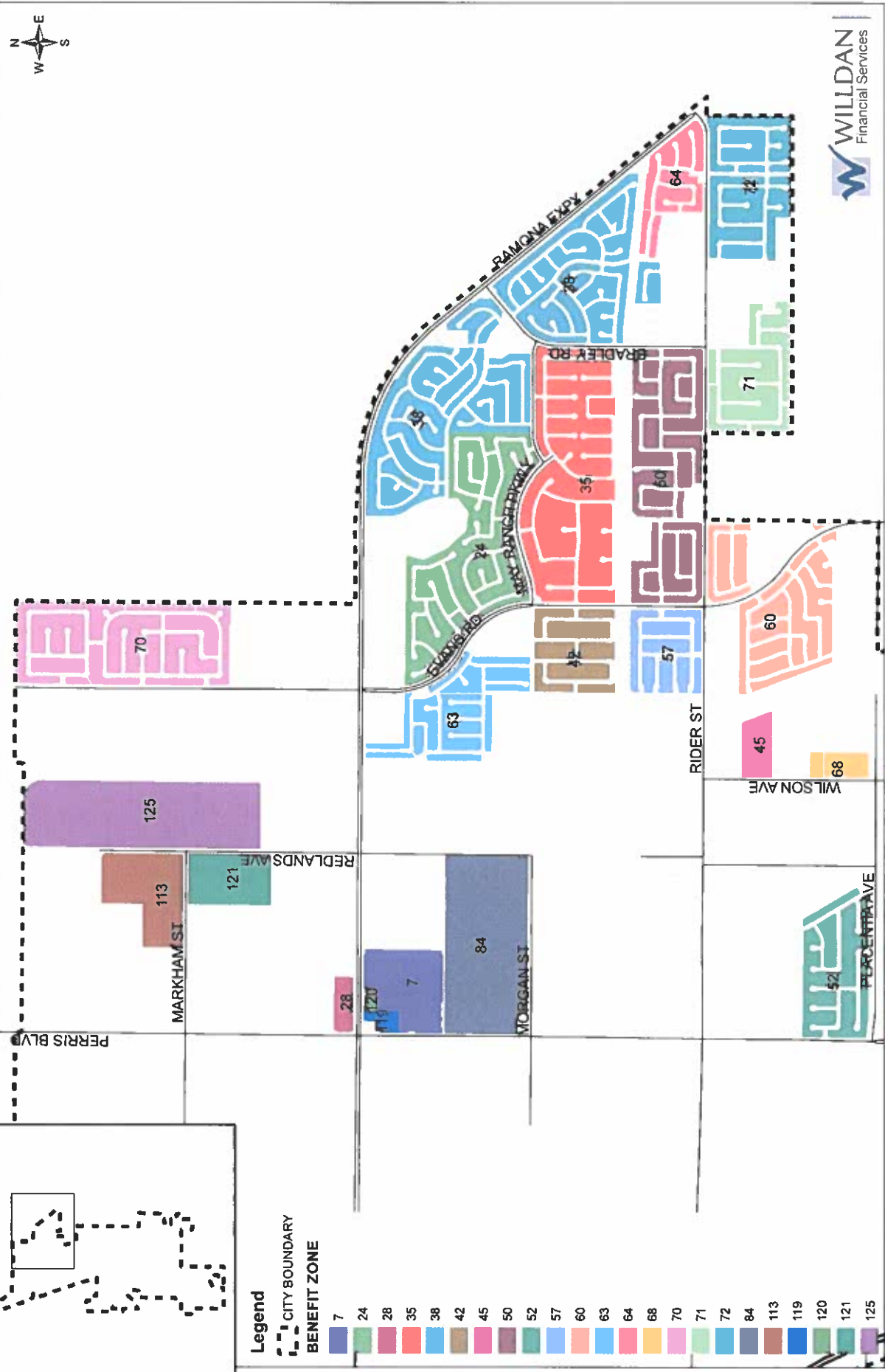
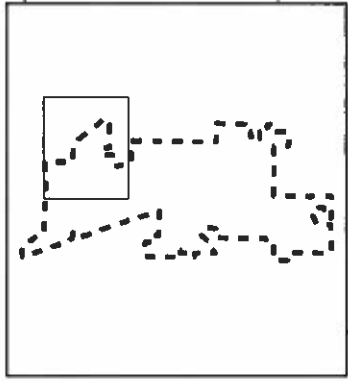
**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 2 OF 10**

VICINITY MAP



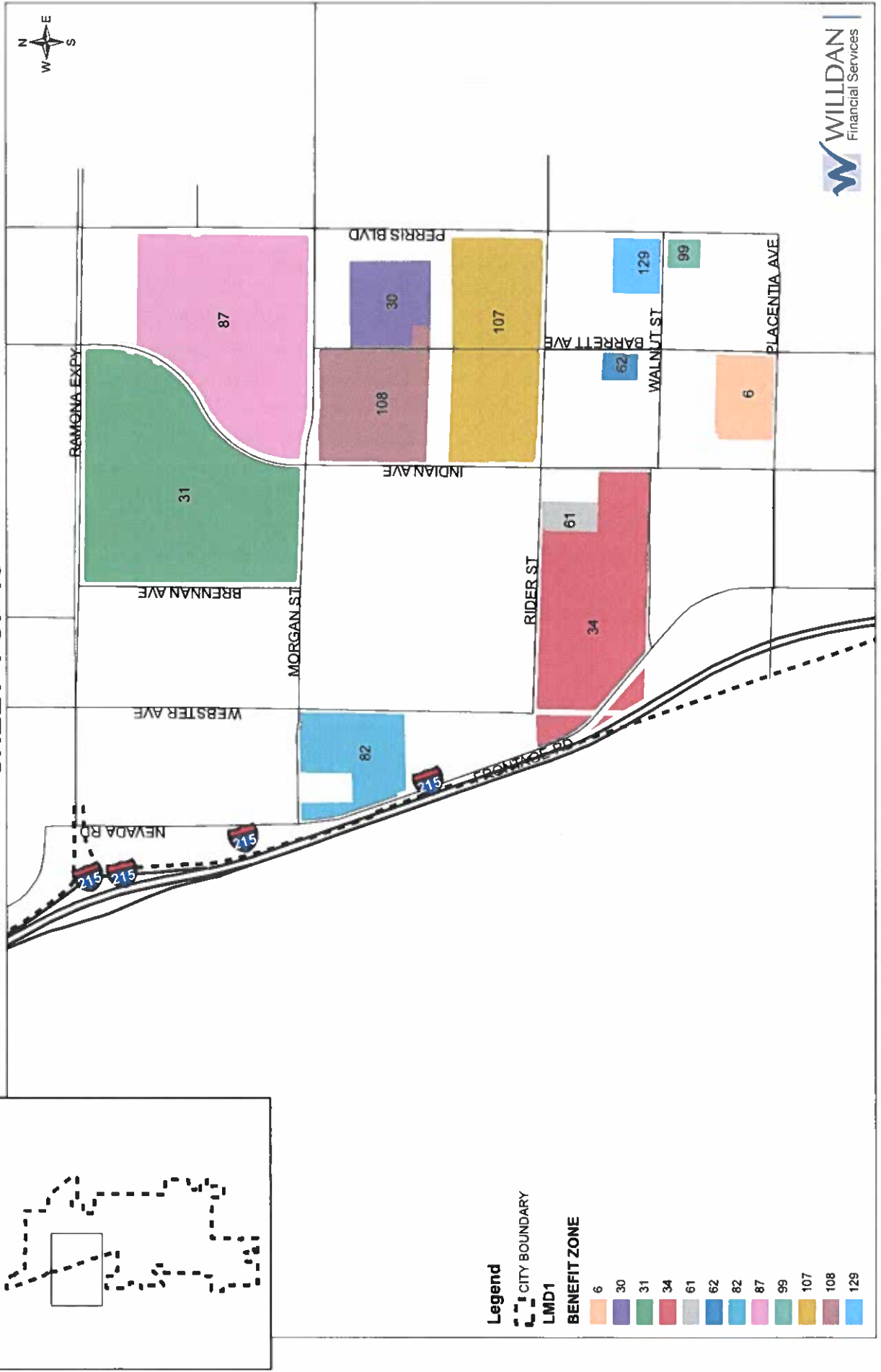
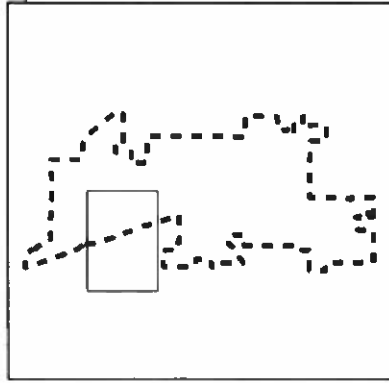
**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 3 OF 10**

VICINITY MAP



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 4 OF 10**

VICINITY MAP



Legend

- CITY BOUNDARY
- LMD1
- BENEFIT ZONE**
- 6
- 30
- 31
- 34
- 61
- 62
- 82
- 87
- 99
- 107
- 108
- 129

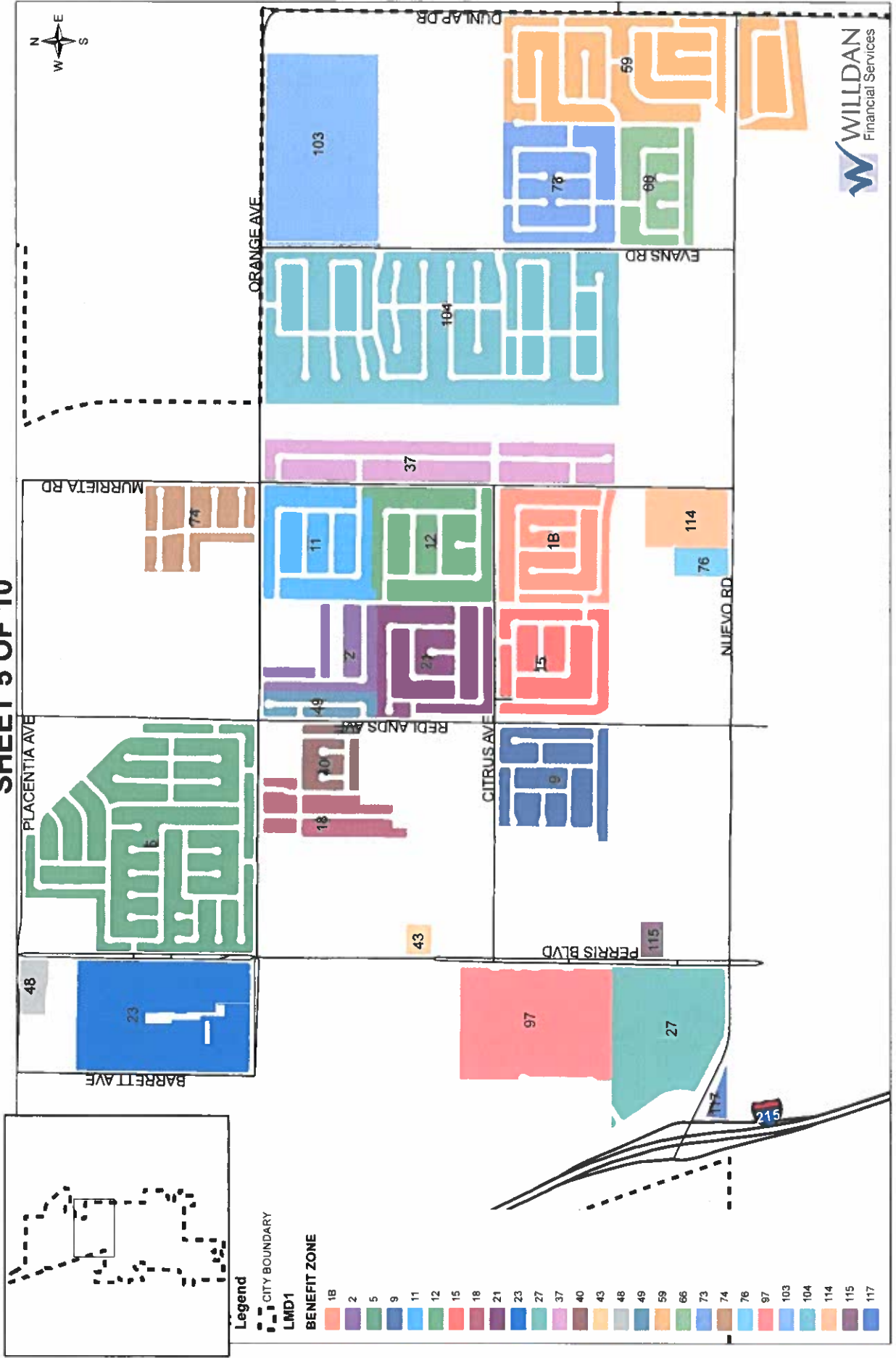
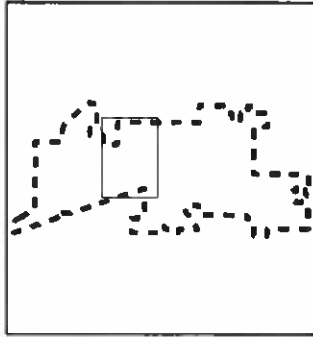


DIAGRAM OF LANDSCAPE MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FISCAL YEAR 2018/2019

SHEET 5 OF 10

VICINITY MAP



Legend

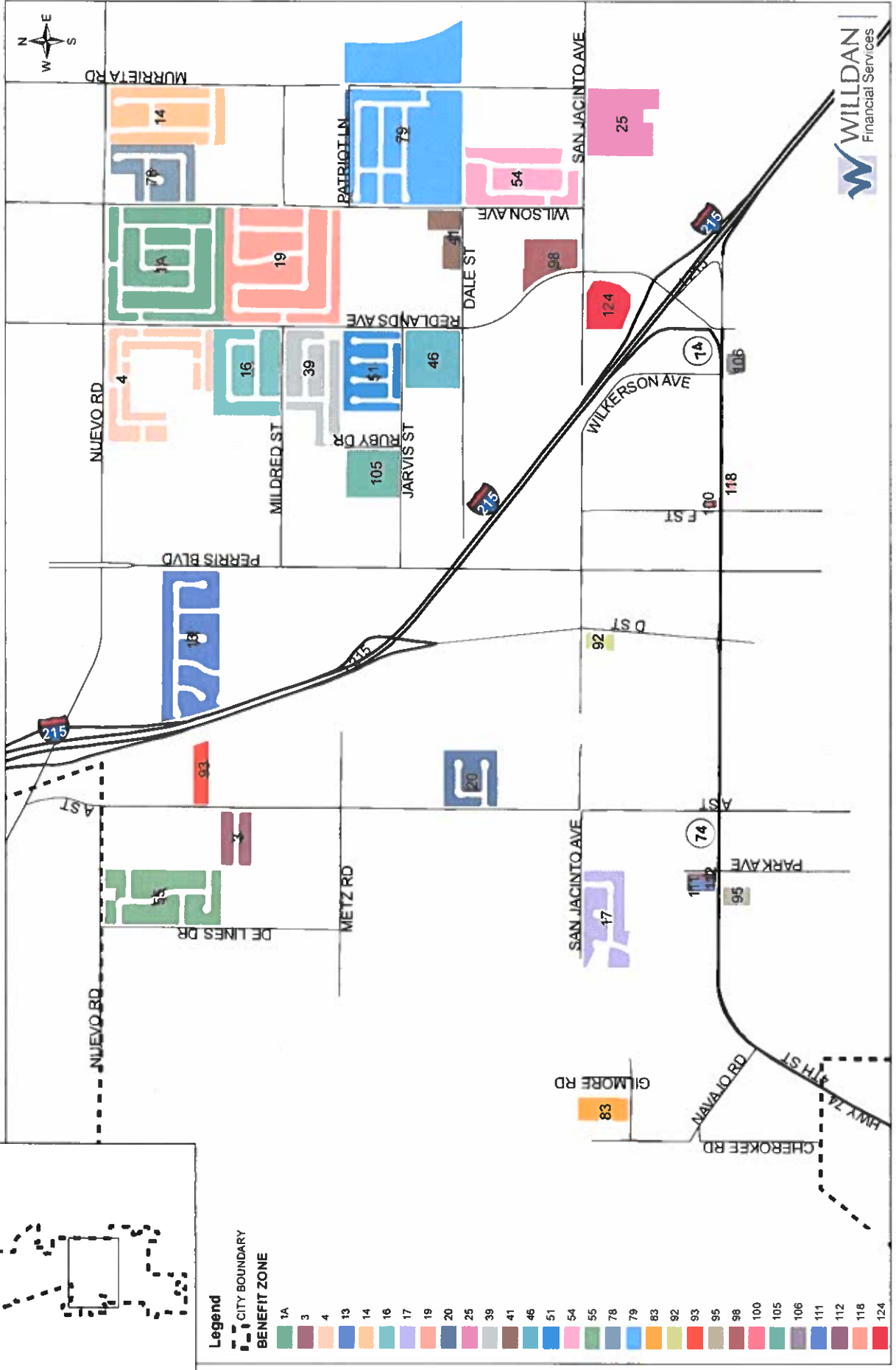
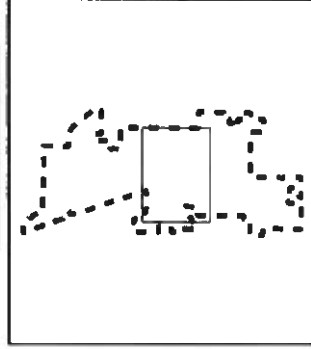
- CITY BOUNDARY
- LMD1**
- BENEFIT ZONE**

1B	2	5	9	11	12	15	18	21	23	27	37	40	43	48	49	74	76	76	76	97	99	103	104	114	115	117
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**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 6 OF 10**

VICINITY MAP



Legend

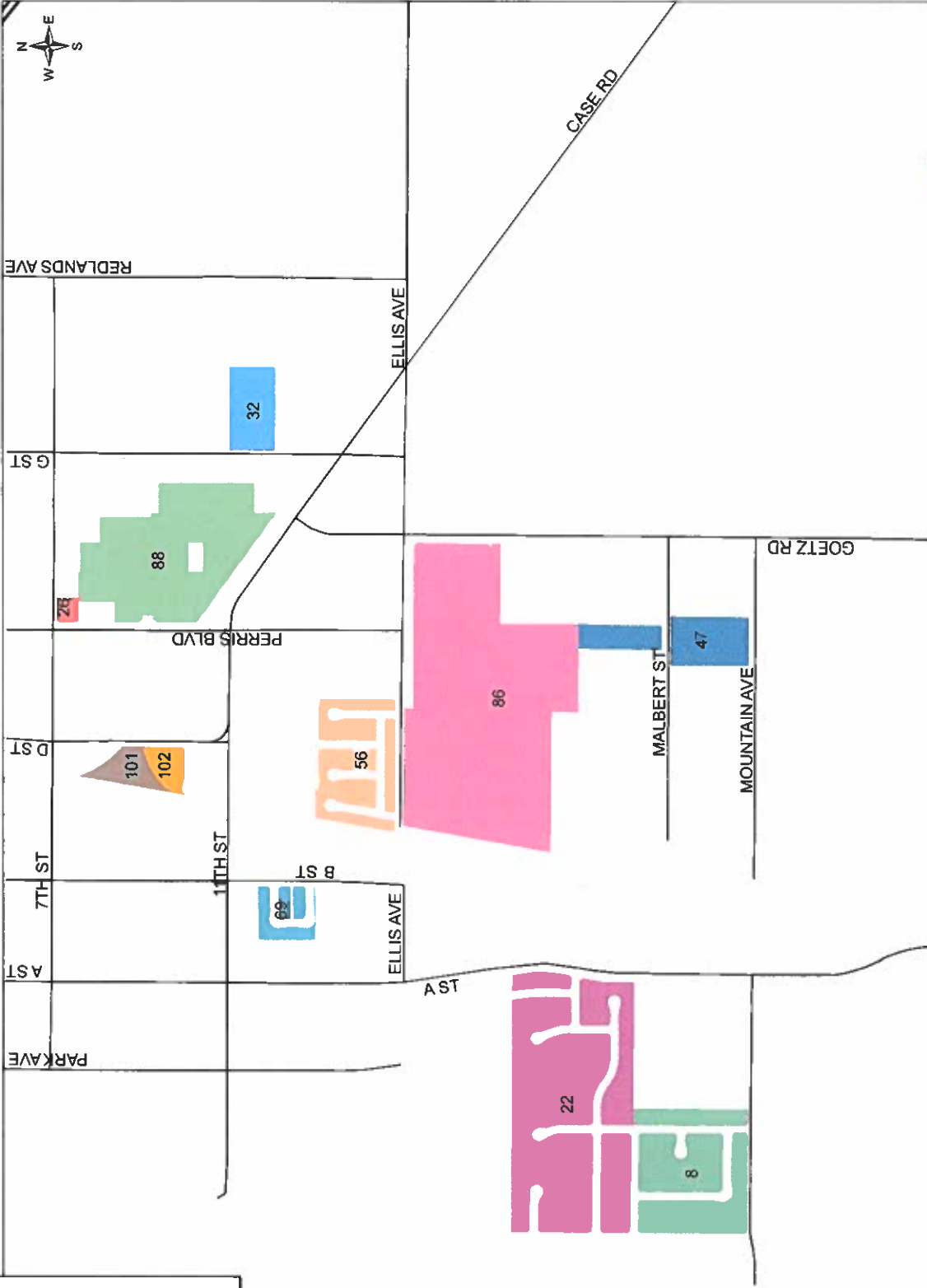
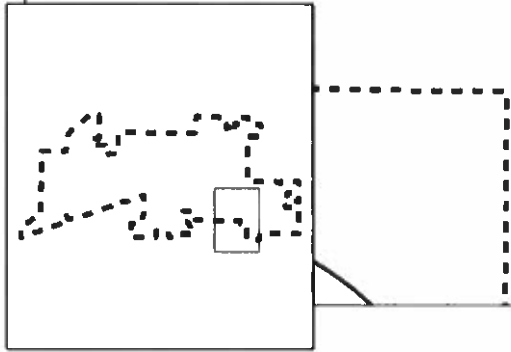
- CITY BOUNDARY
- BENEFIT ZONE

1A	3	4	13	14	16	17	19	20	25	39	41	46	51	54	55	78	79	83	92	93	95	98	100	105	106	111	112	118	124
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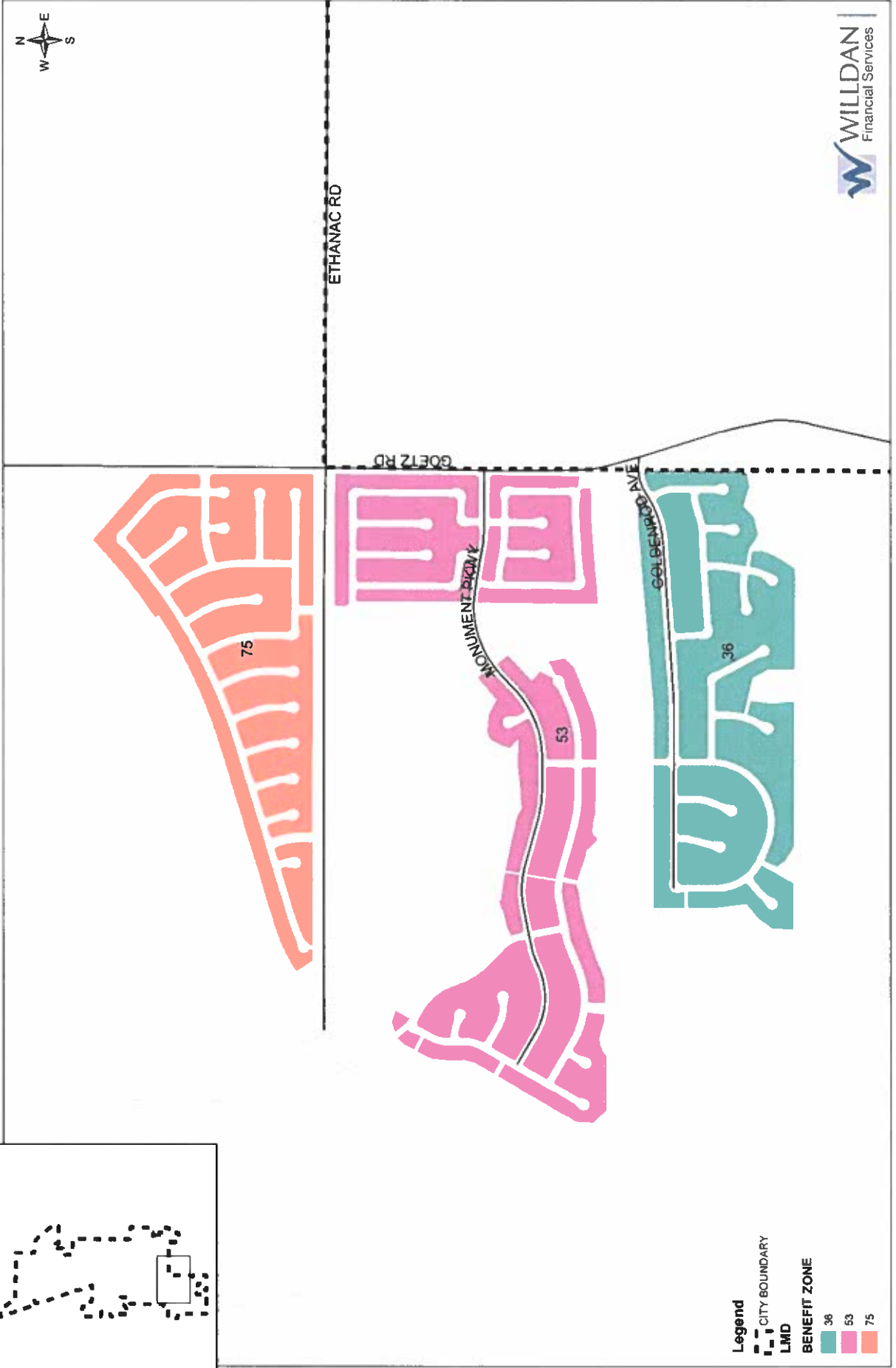
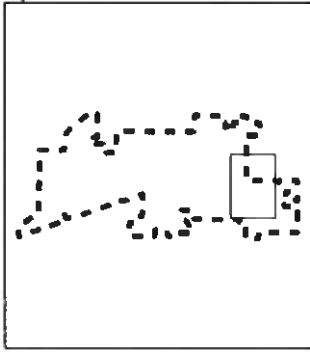
**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 7 OF 10**

VICINITY MAP



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 8 OF 10**

VICINITY MAP

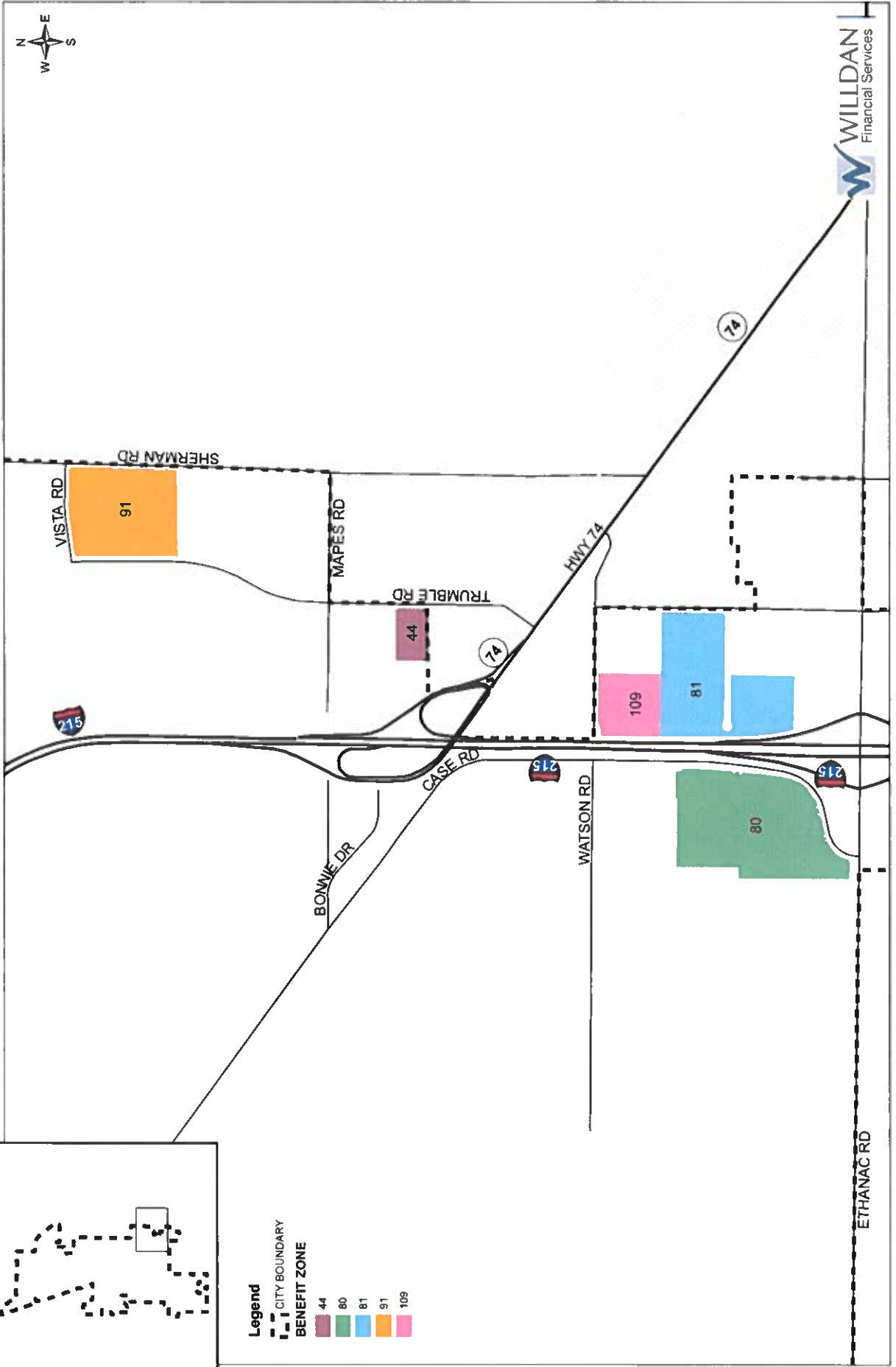
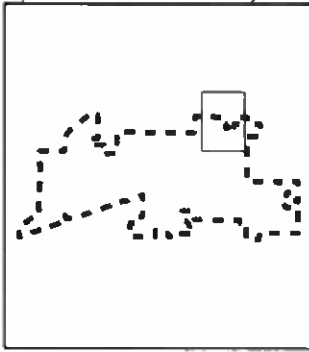


- Legend**
- CITY BOUNDARY
 - LMD
 - BENEFIT ZONE**
 - 36
 - 53
 - 75



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 9 OF 10**

VICINITY MAP



**DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 10 OF 10**

Assessed				Assessed				Assessed			
ZONE	DESCRIPTION	SHEET	(Y/N)	ZONE	DESCRIPTION	SHEET	(Y/N)	ZONE	DESCRIPTION	SHEET	(Y/N)
1A	TT 20280	6	Y	46	DPR 98-0071	6	N	92	DPR 07-0045	6	Y
18	TT 17399	5	Y	47	WOODWORK CREATIONS	7	N	93	CUP 12-06-0012	6	Y
2	TT 19893	5	Y	48	PUP 99/0126	5	N	94	PM 33587	2	Y
3	TT 21131	6	Y	49	TT 30751	5	Y	95	DPR 12-07-0011	6	Y
4	TT 20280	6	N	50	TT 30490/30518	3	Y	96	PM 36010	2	Y
5	TT 20538	5	Y	51	TT 31114	6	Y	97	PM 34131	5	Y
6	CUP 87/37	4	N	52	TT 31241	3	Y	98	CUP 12-04-0015	6	Y
7	TT 21771	3	N	53	TT 30662/31564	8	Y	99	PM 36576	4	Y
8	TT 22719	7	Y	54	TT 31678	6	Y	100	DPR 12-03-0006	6	Y
9	TT 22248	5	Y	55	TT 31226	6	N	101	DPR 10-08-0009	7	Y
10	SUPERCEDED BY BZ38			56	TT 31201	7	Y	102	DPR 10-08-0009	7	Y
11	TT 22988	5	Y	57	TT 31178	3	Y	103	SOUTHEAST HS	5	Y
12	TT 22988	5	Y	58	PENDING			104	TR 30850	5	Y
13	TT 24081	6	Y	59	TT 29425	5	Y	105	DPR 12-05-0013	6	Y
14	TT 24541	6	Y	60	TT 30773/31416	3	Y	106	CUP 13-02-0014	6	Y
15	TT 23275	5	Y	61	CUP 02-0215	4	N	107	PM 36462, PARCEL 1	4	Y
16	TT 23838	6	Y	62	DPR 03-149	4	N	108	PM 36462, PARCEL 2	4	Y
17	TT 22910	6	Y	63	TT 32262	3	Y	109	CUP 13-07-0010	9	N
18	TT 20645/31683	5	Y	64	TT 33227/AMND 22832/ AMND 22833	3	Y	110	SUPERCEDED BY BZ125		
19	TT 20173	6	Y	65	DPR 04-0343	2	Y	111	PTN WISE & KNIGHTS	6	N
20	TT 24715	6	Y	66	TT 32793/33720	5	Y	112	PTN WISE & KNIGHTS	6	N
21	TT 20211	5	Y	67	PM 31832	2	Y	113	PM 36540	3	Y
22	TT 24809	7	Y	68	PM 31743	3	N	114	CLEARWATER ES	5	N
23	PM 26437	5	Y	69	TT 32769	7	N	115	DPR 14-00099	5	Y
24	TT 24499	3	Y	70	TT 32707/32708	3	Y	116	DPR 07-09-0018	2	Y
25	DPR 08/92	6	N	71	TT 30780	3	Y	117	CUP 14-09-0001	5	N
26	TT 27502	7	N	72	TT 32249	3	Y	118	CUP 15-05056	6	N
27	PM 27544	5	Y	73	TT 31660	5	Y	119	PM 37043 LOT 1	3	N
28	PM 26618	3	N	74	TT 32428	5	Y	120	PM 37043 LOT 2	3	Y
29	SUPERCEDED BY BZ86			75	TT 31926	8	Y	121	DPR 05-0477	3	N
30	DPR 99/0174	4	N	76	DPR 04-0314	5	Y	122	PM 36726	2	Y
31	PUP 99/0079	4	N	77	PENDING			123	DPR 06-0140	2	Y
32	CUP 99-0185	7	N	78	TT 31651	6	N	124	PM 36266	6	N
33	CUP 98/0081	2	N	79	TT 31240	6	N	125	PM 36469	3	Y
34	DPR 97/0111	4	N	80	PM 33266	9	Y	126	PM 36512/36582	2	N
35	TT 29654/29993/29994	3	Y	81	PM 34082	9	Y	127	PENDING		
36	TT 28986	8	Y	82	PM 33759	4	N	128	CUP 16-05237	2	N
37	TT 24111	5	Y	83	TT 34073	6	N	129	CUP 02-0061	4	N
38	TT 22831	3	Y	84	DPR 04-0464	3	Y	130	PM 37055	2	N
39	TT 30382	6	Y	85	DPR 06-0450	2	Y				
40	TT 30144	5	Y	86	CUP 06-0158	7	Y				
41	TT 26386	6	N	87	PM 35676	4	Y				
42	TT 30380	3	Y	88	TT 33549	7	N				
43	DPR 01-0051	5	N	89	CUP 09-01-008	2	Y				
44	DPR 02-0031	9	N	90	DPR 05-0192	2	Y				
45	DPR 01-0210	3	N	91	AQUATICS CTR	9	Y				

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019/2020 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

WHEREAS, the City Council of the City of Perris, California ("this City Council"), has previously determined that the public interest, convenience and necessity, requires the installation, construction and maintenance of public flood control improvements, drainage, interior streets, and appurtenant facilities as set forth in Section 54710 of the Government Code, State of California, within the incorporated boundaries of the City of Perris, California; and

WHEREAS, this City Council hereby finds and determines that the public interest, convenience and necessity require the continued levy of assessments within the City of Perris, Flood Control Maintenance District Number 1 for the purpose of installing, constructing, operating and maintaining public flood control improvements, drainage, interior streets, and appurtenant facilities authorized by Section 54710 of the Government Code, State of California.

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

Section 1. That this City Council hereby initiates proceedings to levy and collect annual special benefit assessments within that area designated City of Perris, Flood Control Maintenance District Number 1 (the "District") for the maintenance, servicing and operation of public flood control improvements, drainage, interior streets, and appurtenant facilities, all pursuant to the Benefit Assessment Act of 1982 (Chapter 6.4, Division 2, Title 5 of the California Government Code).

Section 2. That the maintenance proposed to be performed consists of the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of public flood control improvements, drainage, interior streets and appurtenant facilities.

Section 3. That the proceedings for the annual levy of the special benefit assessment are to be conducted under and in accordance with provisions of Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California.

Section 4. That Habib Motlagh, the City Engineer for the City of Perris, is hereby appointed for the purpose of preparing the written report for the annual levy of the benefit assessment as provided for in Chapter 6.4, Division 2, Title 5 of the California Government Code (Benefit Assessment Act of 1982) of the State of California, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and **APPROVED** this 12th day of March, 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 XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of March, 2019, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

City Clerk, Nancy Salazar

**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 1 OF 7**

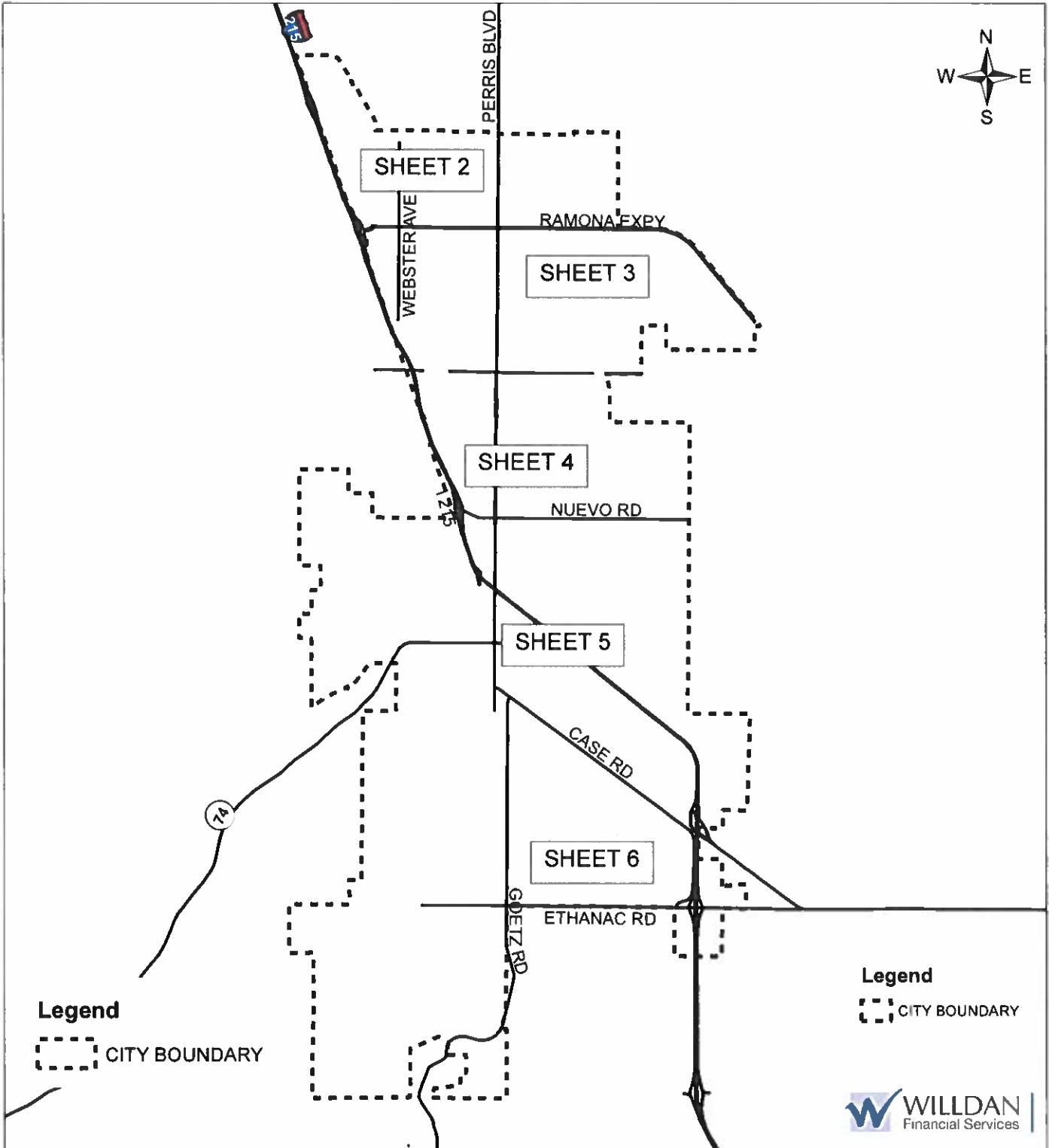
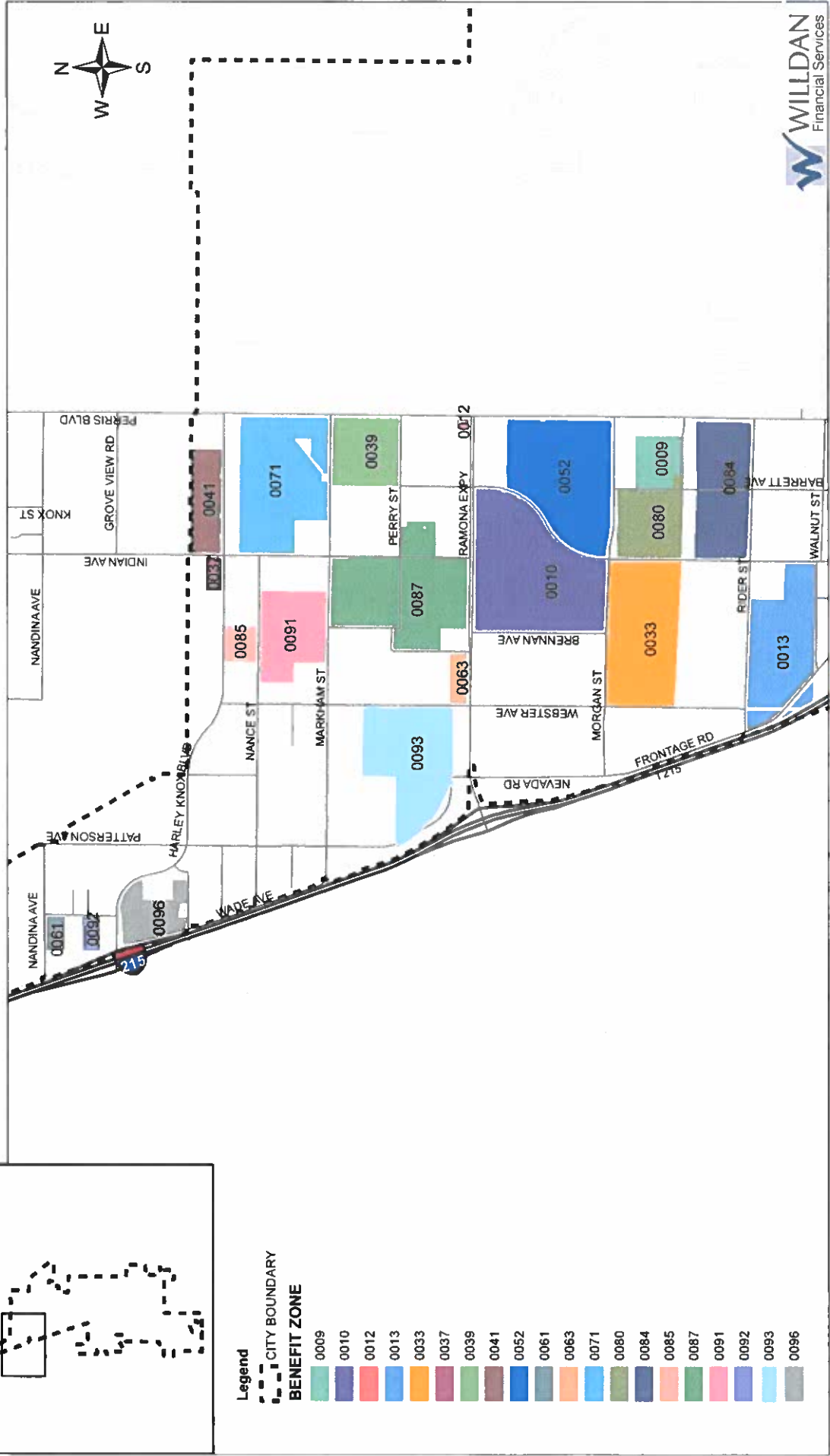
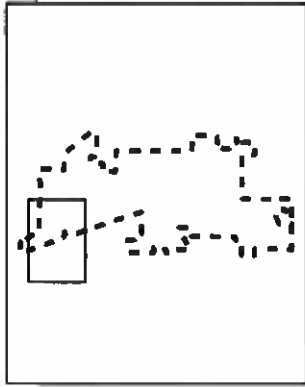


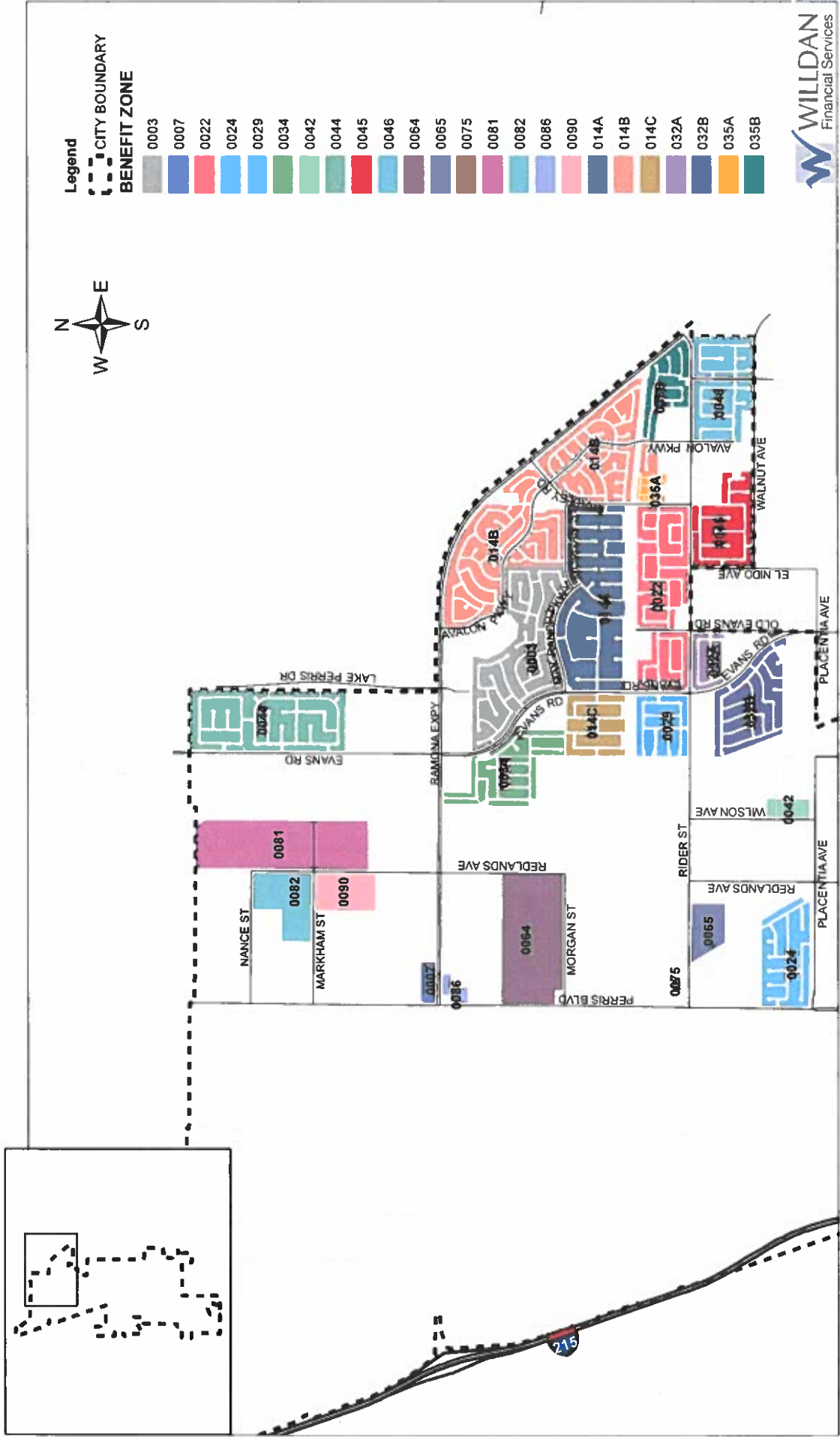
DIAGRAM OF FLOOD CONTROL MAINTENANCE DISTRICT NO. 1 CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA FISCAL YEAR 2018/2019 SHEET 2 OF 7

VICINITY MAP



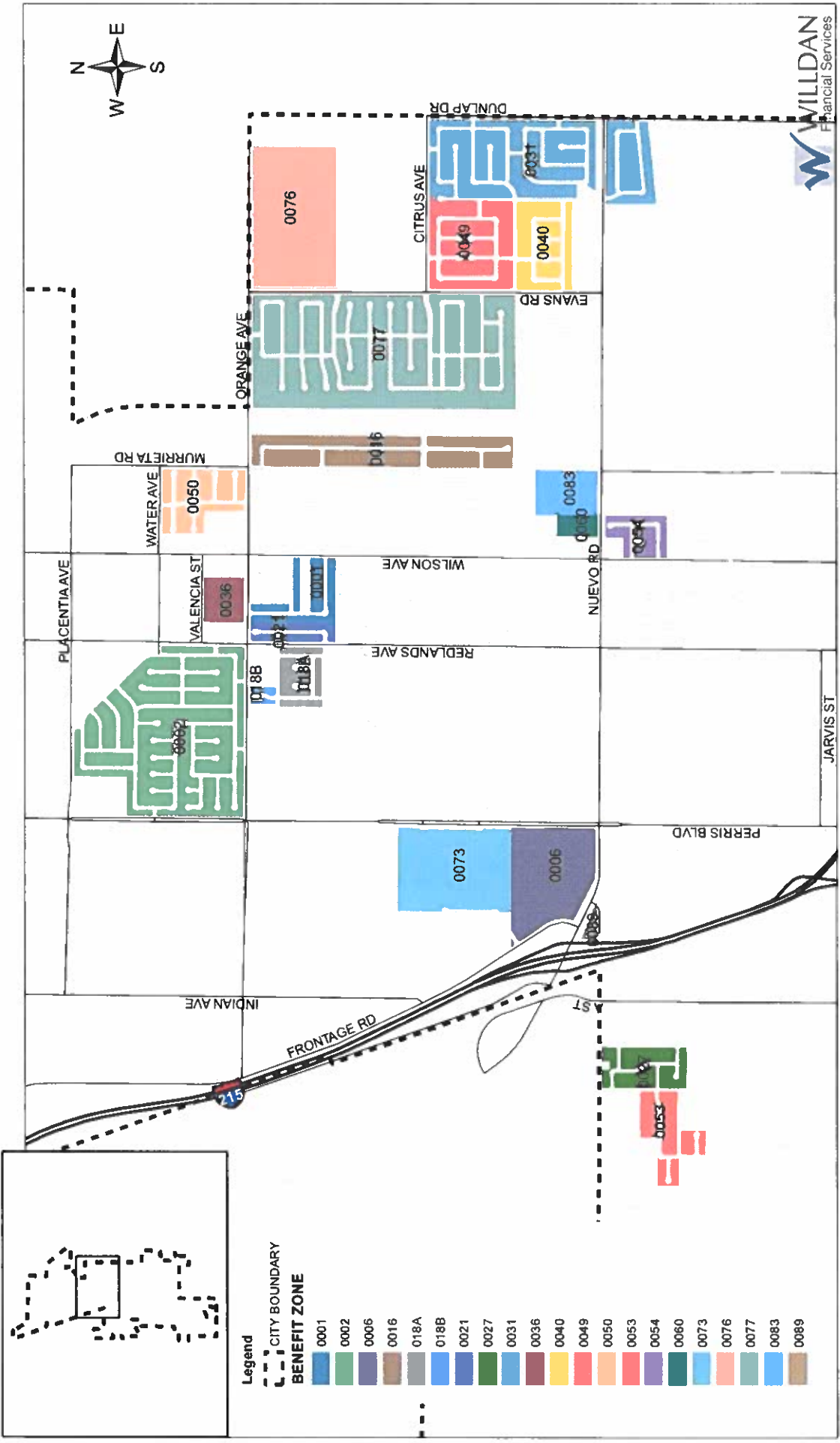
**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 3 OF 7**

VICINITY MAP



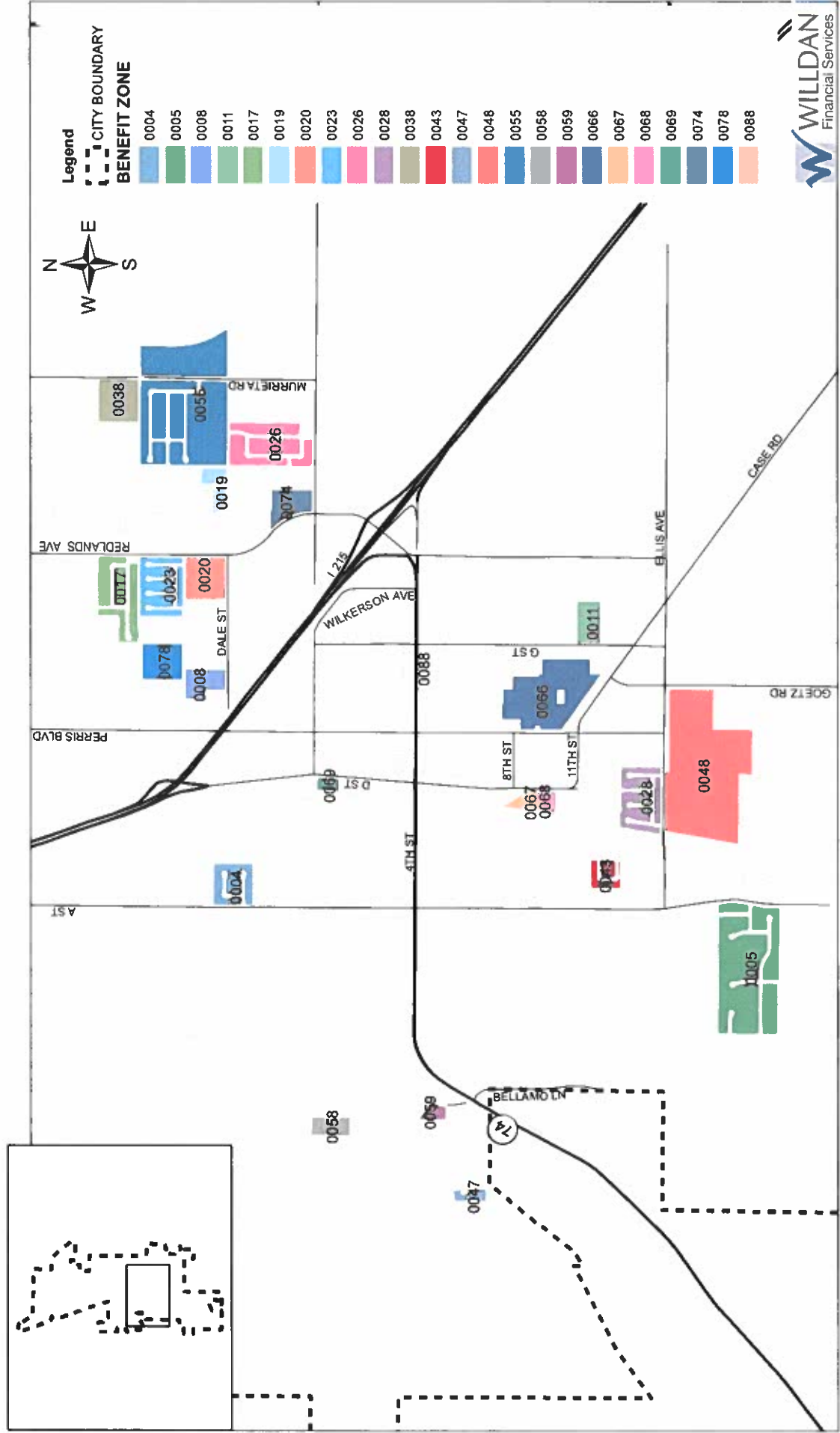
**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 4 OF 7**

VICINITY MAP



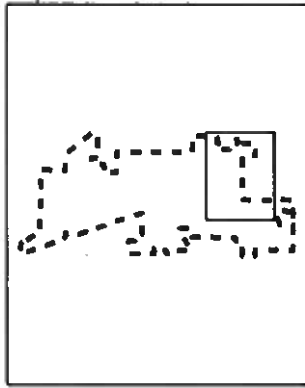
**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 5 OF 7**

VICINITY MAP

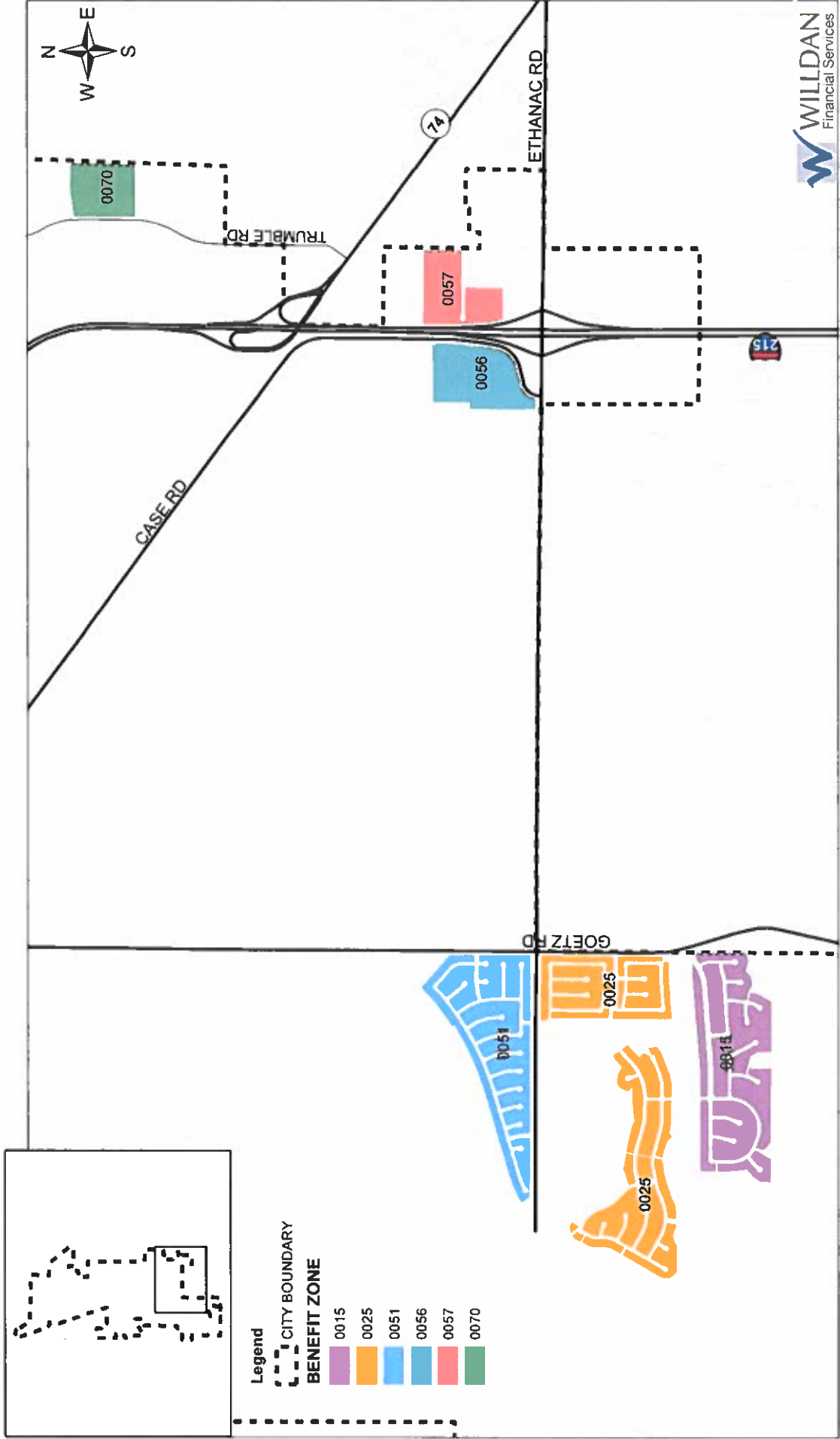


**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 6 OF 7**

VICINITY MAP



- Legend**
- CITY BOUNDARY
 - BENEFIT ZONE**
 - 0015
 - 0025
 - 0051
 - 0056
 - 0057
 - 0070



**DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
INDEX SHEET
SHEET 7 OF 7**

ZONE	DESCRIPTION	Assessed		ZONE	DESCRIPTION	Assessed	
		SHEET	(Y/N)			SHEET	(Y/N)
1	TT 19893	4	N	49	TT 31660	4	Y
2	TT 20538	4	Y	50	TT 32428	4	Y
3	TT 24499	3	N	51	TT 31926	6	Y
4	TT 24715	5	N	52	PM 35676	2	Y
5	TT 24809	5	Y	53	TT 31650/32406	4	Y
6	PM 27544	4	Y	54	TT 31651	4	N
7	PM 26618	3	N	55	TT 31240	5	N
8	DPR 98/84	5	N	56	PM 33266	6	Y
9	DPR 99/0174	2	N	57	PM 34082	6	Y
10	PUP 99/0079	2	N	58	TT 34073	5	N
11	CUP 99-0185	5	N	59	DPR 05/0279	5	N
12	CUP 98-0081	2	N	60	DPR 04/0314	4	Y
13	DPR 97/0111	2	N	61	PM 34199	2	N
14A	TT 29654/29993/29994	3	Y	62	PENDING		
14B	TT 22831	3	Y	63	PM 31677	2	Y
14C	TT 30380	3	Y	64	DPR 04/0464	3	Y
15	TT 28986	6	Y	65	DPR 06/0365	3	N
16	TT 24111	4	Y	66	TT 33549	5	N
17	TT 30382	5	Y	67	DPR 10-03-0009	5	Y
18A	TT 30144	4	Y	68	DPR 10-03-0009	5	Y
18B	TT 31683	4	Y	69	DPR 07/0045	5	Y
19	TT 26386	5	Y	70	AQUATICS CTR	6	Y
20	DPR 98/0071	5	N	71	PM 33587	2	Y
21	TT 30751	4	Y	72	SUPERCEDED BY FC87		
22	TT 30490	3	Y	73	PM 34131	4	Y
22	TT 30518	3	Y	74	CUP 12-04-0015	5	Y
23	TT 31114	5	Y	75	LT 27&28, TT 24045-1	3	Y
24	TT 31241	3	Y	76	SOUTHEAST HS	4	N
25	TT 30662/31654	6	Y	77	TR 30850	4	Y
26	TT 31678	5	Y	78	DPR 12-05-0013	5	Y
27	TT 31226	4	N	79	SUPERCEDED BY FC84		
28	TT 31201	5	Y	80	PM 36462, PARCEL 2	2	Y
29	TT 31178	3	Y	81	PM 36469	3	Y
30	PENDING			82	PM 36540	3	Y
31	TT 29425	4	Y	83	CLEARWATER ELEMNTY	4	Y
32A	TT 30773	3	Y	84	PM 36462, PARCEL 1	2	Y
32B	TT 31416	3	Y	85	DPR 07-09-0018	2	Y
33	DPR 01/0123	2	Y	86	PM 37043	3	Y
34	TT 32262	3	Y	87	PM 36010	2	Y
35A	TT 33227	3	N	88	CUP 15-05056	5	N
35B	AMND TT 22832/22833	3	Y	89	CUP 14-09-0001	4	N
36	TRIPLE CRN ELEMNTY	4	Y	90	DPR 05-0477	3	N
37	DPR 04/0343	2	Y	91	PM 36726	2	Y
38	SKYVIEW ELEMNTY	5	Y	92	DPR 06-0140	2	Y
39	DPR 05/0192	2	Y	93	PM 36512/36582	2	N
40	TT 32793/33720	4	Y	94	PENDING		
41	PM 31832	2	Y	95	PENDING		
42	PM 31743	3	N	96	PM 37055	2	N
43	TT 32769	5	N				
44	TT 32707/32708	3	Y				
45	TT 30780	3	Y				
46	TT 32249	3	Y				
47	TT 31912	5	N				
48	CUP 06/0158	5	Y				



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: RK Engineering Annual Contract Extension

REQUESTED ACTION: Approve Extension to the Annual Contract with RK Engineering for Traffic Services

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: Traffic Engineering is complex specialized service performed by a Registered Traffic Engineer. Engineering and Planning Staff utilize RK Engineering for various traffic related including review of traffic reports, design of traffic signals, preparation of speed surveys and other tasks. In recent years, the demands to improve traffic conditions and impact various traffic calming improvements has significantly increased.

Annual contract with RK Engineering was originally approved by Council on March 8, 2016. Contract was renewed and approved by Council on January 30, 2018. It is recommended that the Council approve a one year extension of the annual contract with RK Engineering for an additional sum not to exceed \$75,000. Any CIP traffic related work, the specific project budget shall be used to offset traffic engineering costs.

BUDGET (or FISCAL) IMPACT: Cost of the work is primarily paid by Traffic Safety, Gas Tax, and Measure "A" sources. No general fund is utilized.

Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments: Contract dated February 19, 2019

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

February 19, 2019

Mr. Habib Motlagh
CITY OF PERRIS
24 South "D" Street, Suite 100
Perris, CA 92570

Subject: RK Engineering Group, Inc. General Services Contract Year 2019

Dear Mr. Motlagh:

Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this request to update our general services contract for traffic engineering services for the City of Perris for the year 2019. This work will include preparation of traffic reviews, traffic calming all-way stop/ traffic signal warrant studies, engineering and traffic surveys, signing/ striping plans, and preparation of traffic signal design plans. This work would be completed during calendar year 2019.

Discussion

RK will perform this work based upon individual work authorizations to be approved by the City of Perris. The specific budget and time frame will be provided for each requested project. Billing rates will be based upon the attached 2019 billing rates for RK Engineering Group. RK would request an overall Year 2019 budget in the amount of \$75,000 to accomplish this work. Additional work beyond this budget amount would be requested in a budget amendment to be approved by the City of Perris.

RK Engineering Group, Inc. appreciated the opportunity to work with the City of Perris. If you have any questions, please call me at (949) 474-0809.

Respectfully submitted,
RK ENGINEERING GROUP, INC.



Robert Kahn, P.E.
Principal

CONTRACT APPROVAL:

Approved

by: _____

Title: _____

Firm: _____

CITY OF PERRIS

Date: _____

XC: Sharon Erb



Exhibit A
Billing Rates for RK ENGINEERING GROUP, INC.

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$180.00
President	\$165.00
Associate Principal	\$165.00
Senior Associate Engineer/Planner/Designer	\$155.00
Principal Engineer/Planner/Designer	\$145.00
Associate Engineer/Planner/Designer	\$130.00
Senior Engineer/Planner/Designer	\$120.00
Engineer/Planner/Designer III	\$115.00
Engineer/Planner/Designer II	\$105.00
Engineer/Planner/Designer I	\$100.00
Assistant Engineer/Planner/Designer	\$ 90.00
Transportation Analyst	\$ 70.00
Senior Engineering Technician	\$ 85.00
Engineering Technician III	\$ 75.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 55.00
Engineering Aide	\$ 50.00
Office Manager	\$ 70.00
Executive Assistant	\$ 70.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00

General

- (1) Reimbursable direct costs, such as reproduction, supplies, delivery service, telephone, travel and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings. For overtime work and expert witness work, the above rates may be increased 50 percent. Hourly rates for depositions and trials will be increased by 100%
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

RK also accepts wire transfers.
Contact us for details.

Rev. February 19, 2019



CITY OF PERRIS


CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: **Street Vacation 18-05245** – A proposal to vacate a two-foot wide strip of unimproved street located on the west side of Redlands Avenue, south of Perry Street and approximately 635 feet north of Ramona Expressway.
Applicant: Bernie Berndt, Albert A. Webb Associates

REQUESTED ACTION: **ADOPT a Resolution approving** the vacation of a two-foot wide strip of unimproved street on the west side of Redlands Avenue, south of Perry Street and approximately 635 feet north of Ramona Expressway, subject to the attached findings below.

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

BACKGROUND/DISCUSSION:

The applicant is requesting to vacate a two-foot-wide strip of unimproved street on the west side of Redlands Avenue, south of Perry Street and approximately 635 feet north of Ramona Expressway. The purpose of the street vacation is to align with the western portion of Redlands Avenue from Perry Street to Harley Knox Boulevard, which is currently mostly improved.

The street vacation is necessary as the western portion of Redlands Avenue north of Perry Street was previously realigned as there are existing power poles that could not be relocated. As a result, all projects along this segment of Redlands Avenue have been approved and constructed in accordance with the modified alignment. Therefore, the request is to vacate a two-foot wide strip of unimproved street to conform to the modified Redlands Avenue alignment, and to facilitate the First Perry Industrial project (aka Development Plan Review 16-00013) located at the southwest corner of Perry Street and Redlands Avenue which is currently under construction.

The proposed vacation complies with all required findings as follows: 1) The property is excess right-of-way and is not required for street purposes; 2) access to adjoining properties will not be affected since the vacation is required to conform with the modified right-of-way of Redlands Avenue; and 3) this portion of Redlands Avenue has been impassable as a public road and no public funds have been expended on its maintenance for the last five years. It should also be noted there are existing power poles along Redlands Avenue that will be preserved.

The project is exempt from CEQA under Section 15061 (b) (3) in that the project has no possibility of having a significant effect on the environment. No further CEQA review is required.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are covered by the applicant.

Prepared by: Nathan Perez, Associate Planner
REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney _____
Assistant City Manager *CP*
Finance Director *JP*

Attachments: City Council Resolution (next in order), Exhibit A (*Legal Description*), Exhibit B (*Vacation Exhibit*), Exhibit C (*COA*), Exhibit D (*Modified Redlands*), Exhibit E (*Aerial*)

Consent: March 12, 2019

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING STREET VACATION 18-05245 TO VACATE A TWO-FOOT WIDE STRIP OF UNIMPROVED STREET LOCATED ON THE WEST SIDE OF REDLANDS AVENUE, SOUTH OF PERRY STREET AND APPROXIMATELY 635 FEET NORTH OF RAMONA EXPRESSWAY, SUBJECT TO THE FINDINGS NOTED HEREIN.

WHEREAS, on September 4, 2018, the applicant submitted and initiated a Summary Vacation (*Street Vacation 18-05245*) to vacate a two-foot wide strip of unimproved street located on the west side of Redlands Avenue, south of Perry Street and approximately 635 feet north of Ramona Expressway, herein referred to as Exhibits “A” and “B” (see attached Exhibits “A – Legal Description” and “B – Street Vacation”); and

WHEREAS, it has been determined there are no in-place public utilities or easements located in the unimproved section of Redlands Avenue that would be adversely affected by the vacation; and

WHEREAS, the City Council has determined that the requested Summary Vacation is in the public interest and convenience as the portion of Redlands Avenue to be vacated is unimproved and has never been used as a public road; and

WHEREAS, the City Council has determined that the Summary Vacation is in accordance with California Streets and Highway Code Section 8330 in that the following findings of fact can be made: 1) The property is excess right-of-way and is not required for street purposes; 2) access to adjoining properties will not be affected; and 3) this portion of Redlands Avenue has been impassable as a public road and no public funds have been expended on its maintenance for the last five years; and

WHEREAS, the City Council has determined that the Summary Vacation would be exempt from CEQA under Section 15061 (b) (3) in that it can be seen with certainty that there is no possibility that the vacation can have an impact on the environment for the reasons noted above; and

WHEREAS, a portion of Redlands Avenue included 13 feet of right-of-way for a total of 43 feet from monument centerline per order of condemnation per instrument document no. 2013-0115938; and

WHEREAS, a Redlands Avenue has been modified to forty-one (41) feet from monument centerline to preserve existing power poles along the western portion of Redlands Avenue; and

WHEREAS, Section 66451 of the California Government Code (*Subdivision Map Act*) vests in the legislative bodies of local agencies the regulation and control of the design of Summary Street Vacation; and

WHEREAS, Title 18 of the City of Perris Municipal Code (*Subdivisions*) implements the state Subdivision Map Act and authorizes the Council to take action on a Summary Street Vacation; and

WHEREAS, Chapter 19.54 of the City of Perris Municipal Code (*Zoning Code, Authority and Review Procedures*) authorizes the City to approve, conditionally approve, or deny requests for Summary Vacation; and

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council finds and determines that the City has complied with the California Environmental Quality Act and that City Council determinations reflect the independent judgment of the City Council.

Section 3. Based upon the information contained within the City Council submittal and the accompanying attachments, with respect to the Summary Vacation, the City Council hereby finds the following:

1. The Summary Vacation will not affect health, safety, and welfare.
2. The proposed Summary Vacation is in compliance with the Subdivision Map Act.
3. The proposed Summary Vacation is exempt from CEQA under Section 15061 (b) (3).
4. The proposed Summary Vacation is consistent with the General Plan.
5. The Summary Vacation is in accordance with California Streets and Highway Code Section 8330 in that the following finding of facts can be made a) the property is excess right-of-way and is not required for street purposes; b) access to adjoining properties will not be affected; and c) this portion of Redlands Avenue has been impassable as a public road and no public funds have been expended on its maintenance for the last five years.

Section 4. The City Council hereby directs that a Notice of Exemption (NOE) be filed with the County Clerk pursuant to Section 15062 of CEQA.

Section 5. All actions heretofore taken by the officers of the City with respect to such street vacations are hereby approved, confirmed and ratified, and the Mayor and City staff

are hereby authorized and directed to take any and all actions which they or the City Attorney may deem necessary or advisable in order to effectuate the purpose and intent of this Resolution (including, without limitation, confirmation of satisfaction of any of the conditions to the effectiveness of the street vacation).

Section 6. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 7. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption of this Resolution.

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

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, duly elected CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 12th day of March 2019, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Nancy Salazar, City Clerk

EXHIBIT "A"
STREET VACATION 18-05245

A PORTION OF THAT CERTAIN DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION , RECORDED MARCH 8, 2013, AS DOCUMENT NO. 2013-0115938, OF OFFICIAL RECORDS, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 5, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.;

COMMENCING AT THE CENTERLINE INTERSECTION OF PERRY STREET (30.00 FEET IN SOUTHERLY HALF WIDTH), WITH THE CENTERLINE OF REDLANDS AVENUE (30.00 FEET IN WESTERLY HALF WIDTH), AS SHOWN BY RECORD OF SURVEY ON FILE IN BOOK 144 OF RECORDS OF SURVEY AT PAGE 80 THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA:

THENCE NORTH 89°31'10" WEST ALONG SAID CENTERLINE OF PERRY STREET, A DISTANCE OF 63.00 FEET TO A POINT THEREON;

THENCE SOUTH 00°28'50" EAST, A DISTANCE OF 30.00 FEET TO THE **TRUE POINT OF BEGINNING**, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID PERRY STREET AND THE MOST WESTERLY CORNER OF SAID CERTAIN DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION;

THENCE THE FOLLOWING (3) THREE COURSES ALONG THE WESTERLY LINE OF SAID CERTAIN DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION:

1) SOUTH 00°28'20" WEST, A DISTANCE OF 3.00 FEET;

2) SOUTH 33°08'10" EAST, A DISTANCE OF 35.93 FEET;

3) SOUTH 00°34'31" WEST, A DISTANCE OF 597.02 FEET TO THE SOUTHERLY LINE OF SAID DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION;

THENCE SOUTH 89°31'15" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2.00 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 2.00 FEET EASTERLY, MEASURED AT A RIGHT ANGLE WITH, SAID WESTERLY LINE;

THENCE NORTH 00°34'31" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 604.96 FEET;

EXHIBIT "A"
STREET VACATION 18-05245

THENCE NORTH 40°45'40" WEST, A DISTANCE OF 33.23 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,344 SQUARE FEET, MORE OR LESS.

SEE PLAT ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF.
PREPARED UNDER MY SUPERVISION



MICHAEL E. JOHNSON, L.S. 7673

2/15/19

Date

Prepared By: AL
Checked By: mf



EXHIBIT "B"

STREET VACATION 18-05245

A PORTION OF THAT CERTAIN DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION, RECORDED MARCH 8, 2013, AS DOCUMENT NO. 2013-0115938, OF OFFICIAL RECORDS, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

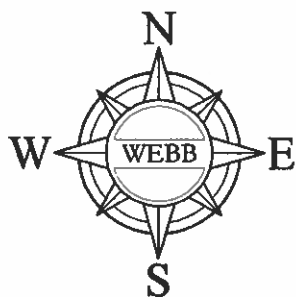
BLOCK 7 OF THE
RIVERSIDE TRACT
SDMB 14/668

LOT 8

(N89°31'37"W)
N89°31'10"W

PM 36469
PM
237/17-19

C/L PERRY STREET



1" = 100'



LOT 1

BLOCK 12 OF THE
RIVERSIDE TRACT
SDMB 14/668

(N33°08'07"W 35.93')
S33°08'10"E 35.93'

STREET VACATION
1,344 SQ. FT.

N40°45'40"W
33.23'

TPOB

41'

30'

C/L REDLANDS AVENUE

RS 129/85-93

CENTERLINE EASEMENT TO CALIFORNIA
POWER AND HEIRS NO WIDTH GIVEN.
PER BOOK 1082 PAGE 330 O.R. REC
JUNE 7, 1949

RIGHT OF WAY TO CITY OF PERRIS,
PER ORDER OF CONDEMNATION
PER DOCUMENT 2013-0115938

(N89°31'37"W)
S89°31'15"E
2.00'

(N0°34'34"W 597.08')

S0°34'31"W 597.02'

N0°34'31"E 604.96'

2'

13'

- () INDICATES RECORD OR CALCULATED DATA PER DEFAULT JUDGEMENT AND FINAL ORDER IN CONDEMNATION RECORDED ON 03/08/2013, DOC. # 2013-0115938 OR, UNLESS OTHERWISE NOTED

SEC. 5, T4S, R3W, SBM



2/15/19

ALBERT A.
WEBB
ASSOCIATES

CITY OF PERRIS

G:\2016\16-0160\Drawings\Mapping\Legals & Plats\VACATION\16-0160 VACATION.DWG 2/14/2019 10:51 AM

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.
16-0160

SCALE: 1"=100'

DRWN BY ALR
CHKD BY MJ

DATE 8-7-18
DATE 8-7-18

SUBJECT: STREET VACATION 18-05245

CITY COUNCIL

CONDITIONS OF APPROVAL

Street Vacation Number 18-05245

March 13, 2019

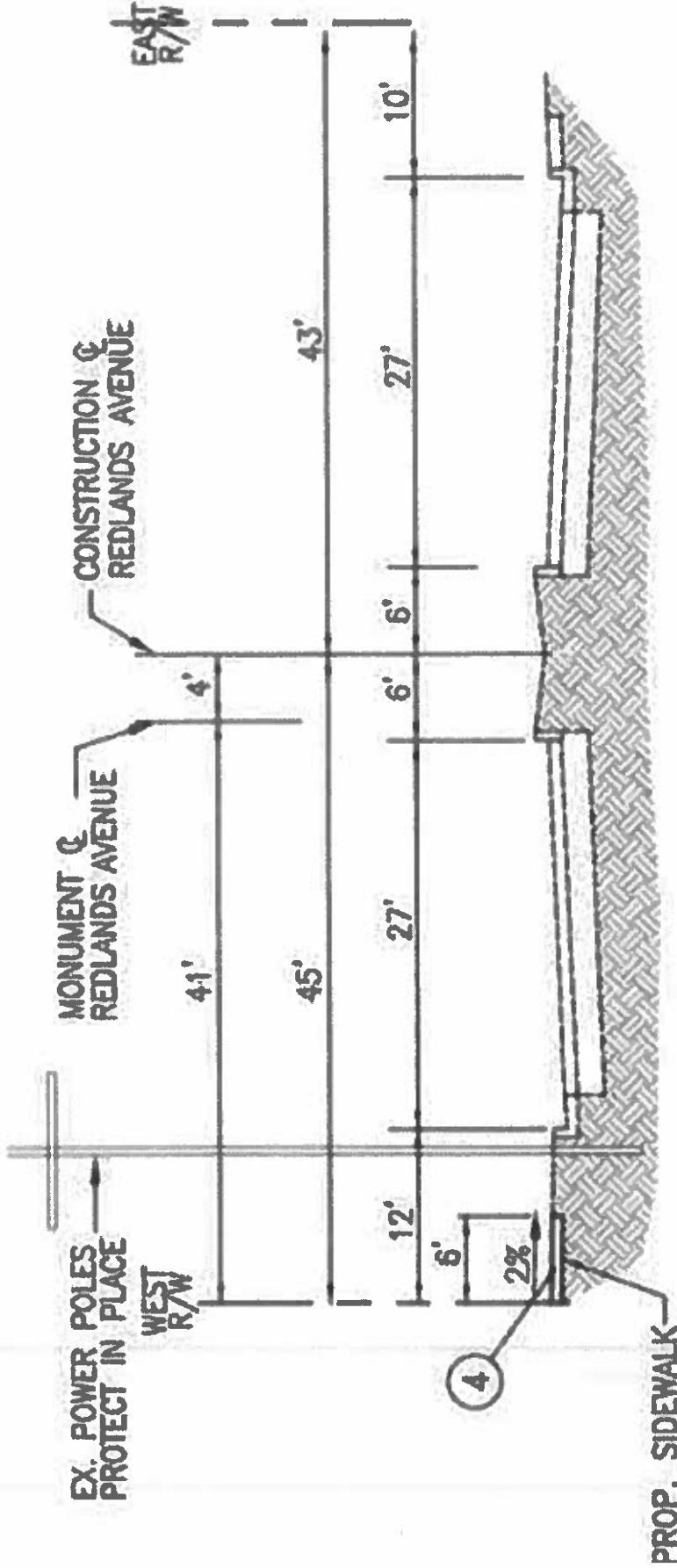
PROJECT: Street Vacation 18-05245 – A proposal to summarily vacate a 2-foot wide east section of Redlands Avenue starting from Perry Street to approximately 597 feet south.
Applicant: Bernie Berndt, Albert A. Webb Associates

General Requirements

1. This Street Vacation shall conform to approved Planning Conditions of Approval for Street Vacation 18-05245. All conditions placed upon this case must be fulfilled prior to the recording of the summary vacation resolution by the City Clerk. The case is not finalized until the City Clerk records the Vacation Resolution.
2. If the disposition of land is other than by operation of law the applicant shall have quitclaim deeds exchanging the property prepared to the satisfaction of Planning, City Attorney, and the City Engineer Department. All necessary parcel descriptions and plats shall be prepared, signed, and sealed by a licensed Land Surveyor or Civil Engineer authorized to practice Land Surveying in the State of California.
3. The Perris City Council authorizes the City Manager to execute quitclaims documents on behalf of the City of Perris to extinguish the desired public right within the vacated easement that does revert by operation of law.
4. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City, concerning **Street Vacation 18-05245**. The City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

Exhibit C

Ultimate Modified Redlands Avenue



REDLANDS AVENUE - TYPICAL SECTION

NOT TO SCALE - W'LY PARKWAY IMPROVEMENTS ONLY

T.I. = 10.5

Exhibit D



Proposed street vacation
2-foot portion



North

Exhibit E



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: A Resolution of the City Council of the City of Perris, County of Riverside, State of California, Authorizing the City Manager to Appoint an Interim Director of Finance and Approving Employment Agreement

REQUESTED ACTION: To adopt the Resolution Number (next in order) authorizing the City Manager to appoint an Interim Director of Finance and approving the Employment Agreement

CONTACT: Saida Amozgar, Human Resources and Risk Manager

BACKGROUND/DISCUSSION:

On March 8, 2019, the City opened recruitment for the position of Director of Finance. The current Director of Finance submitted her resignation effective March 15, 2019, leaving the City with an immediate need for a seasoned professional to serve as Interim Director of Finance while the City conducts its open recruitment to formally and permanently fill the vacancy.

Mr. Ronald L. Carr, former City of Perris Assistant City Manager, is available to assist the City in an interim capacity. Mr. Carr possesses extensive experience in the field of municipal finance including administration and reporting, debt administration, restructuring, and financial strategic planning.

Mr. Carr is a retiree under the California Public Employees' Retirement System (CalPERS). In that regard, to remain retired, Mr. Carr can only work for City of Perris (a CalPERS employer) pursuant to a retired annuitant appointment and related restrictions including work limited to 960 hours in a fiscal year and compensation at the hourly rate of a regular employee in the same capacity.

In addition, CalPERS requires the City have an active recruitment for the permanent Director of Finance position, as stipulated in Government Code Section 21221(h), which reads in part: "A retired person may serve without reinstatement from retirement or loss or interruption of benefits... (h) Upon interim appointment by the governing board of a contracting agency to a vacant position *during recruitment for a permanent appointment* and deemed by the governing body to require specialized skills or during an emergency to prevent the stoppage of public business..." As mentioned above, the City's recruitment for the Director of Finance was published March 8, 2019.

The appointment of Ronald L. Carr as Interim Director of Finance is in the best interest of the City. The appointment allows for continuity, leadership, and minimizes disruption while the City transitions to a new permanent Director of Finance. Under Government Code Section 21221(h), an agreement with Mr. Carr, a CalPERS retiree, must be adopted by resolution of the City Council.

Staff respectfully recommends that the City Council adopt the Resolution authorizing the City Manager to appoint Ronald L. Carr as the Interim Director of Finance and approving the Employment Agreement.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact to the General Fund for the Interim Director of Finance Employment Agreement, as the position will be vacated.

Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____



Attachments: Resolution Number (Next in Order)
Employment Agreement

Consent: March 12, 2019
Public Hearing:
Business Item:
Presentation:
Other:

RESOLUTION NUMBER _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
AUTHORIZING THE CITY MANAGER TO APPOINT AN
INTERIM DIRECTOR OF FINANCE AND APPROVING
RESPECTIVE EMPLOYMENT AGREEMENT**

WHEREAS, Government Code Section 21221(h) permits the City Council to authorize the City Manager to appoint a California Public Employee's Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as the single appointment meets the following general conditions: (i) the hours worked do not exceed 960 hours in a fiscal year, (ii) the hourly compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a published pay schedule for the vacant position, and (iii) no other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation are provided in addition to the hourly rate; and

WHEREAS, the Director of Finance position remains vacant and such vacancy is disrupting the operations of the Finance Department; and

WHEREAS, the City is currently actively recruiting to permanently fill the Director of Finance position (beginning March 8, 2019) and will be accepting and reviewing applications and conducting background checks during the term of this interim appointment; and

WHEREAS, the City anticipates permanently filling the Director of Finance position by April 1, 2020; and

WHEREAS, to ensure the continued efficient operation of the Finance Department, the City Council desires to retain the services of Ronald L. Carr, who is a retired member of CalPERS, to serve on an interim basis as Interim Director of Finance until a permanent replacement for the Director of Finance is retained, but in no event longer than a year; and

WHEREAS, Mr. Carr has twenty years' experience in municipal finance administration and previously served as a Chief Financial Officer, Finance Director, and Controller and, therefore, can provide the leadership, managerial, and organization skills necessary to oversee the Finance Department; and

WHEREAS, it is understood by the City and Mr. Carr that the combined total hours to be served by Mr. Carr in any fiscal year for all CalPERS employers combined shall not exceed the 960 hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d); and

WHEREAS, the hourly rate paid to Ronald L. Carr will be \$92.74 per hour, which is the maximum base salary for the Director of Finance position (\$16,075 divided by 173.33); and

WHEREAS, this appointment shall only be made once pursuant to Government Code Section 21221(h) and, therefore, will end by April 1, 2020 or earlier if terminated by the City or Mr. Carr; and

WHEREAS, the City Council has reviewed the proposed employment agreement by and between Ronald L. Carr and the City of Perris.

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

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

Section 2. Ronald L. Carr has the specialized skills needed to temporarily perform the work required of the Director of Finance position on an interim basis until a permanent Director of Finance is hired by the City and thereafter begins service. The job description for the Interim Director of Finance is attached hereto as Exhibit A.

Section 3. The City Council hereby authorizes the City Manager to appoint Mr. Ronald L. Carr as Interim Director of Finance effective April 1, 2019 pursuant to the authority provided under Government Code 21221(h) and 7522.56, during the recruitment, selection and employment of a permanent Director of Finance, to provide the critically needed, specialized skills necessary to manage the Perris Finance Department.

Section 4: The employment agreement with Ronald L. Carr, of which a copy is attached as Exhibit B, is hereby approved by the City Council.

Section 5. The City Manager is authorized to execute the employment agreement with Ronald L. Carr on behalf of the City, with the effective date of April 1, 2019 and other technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

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

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

RESOLUTION NUMBER _____

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 thereof held the 12th day of March, 2019, and that it was so adopted by the following called vote:

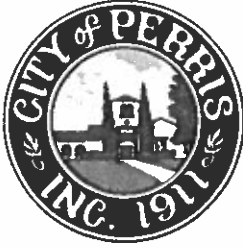
AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk, Nancy Salazar



Director of Finance Class Specification

**FLSA Designation: Exempt
Effective: 03/2004
Revised: 09/2017**

DEFINITION

Under general administrative guidance, to plan, direct, manage, and oversee the activities and operations of the Finance Department including financial reporting, general accounting, payroll, budget preparation, debt administration, revenue management, special projects, grants, and purchasing; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION EXERCISED

Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assume full management responsibility for all Finance Department services and activities including financial reporting, general accounting, payroll, budget preparation, debt administration, revenue management, special projects, grants, and purchasing.

Manage the development and implementation of Finance Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Represent the Finance Department to other City departments, elected officials and outside agencies; explain and interpret Finance Department programs, policies, and activities; negotiate and resolve sensitive, significant, and controversial issues.

Select, train, motivate, and evaluate Finance Department personnel; provide or coordinate staff training; work with employees to correct deficiencies.

Plan, direct, and coordinate the Finance Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.

Oversee and direct calendar and fiscal year-end closing and related audits of the City, Redevelopment Agency, and Federal grants.

Review and approve intergovernmental financial reporting including the Federal, State, and County governments / agencies and a special district.

Review and approve financial reports of the City, Comprehensive Annual Financial Report (CAFR), and Redevelopment Agency; Manage and audit financial records and transactions for the City and Redevelopment Agency.

Coordinate, review, analyze, and monitor budgets for the City and Redevelopment Agency.

Issue debt; invest proceeds; account for all transactions; monitor legal compliance.

Prepare, review, and approve Council and Redevelopment Agency agenda items and staff reports including agreements, resolutions, ordinance amendments, and presentations.

Monitor financial and program compliance with the Federal, State, County, and other granting agency and legal requirements.

Review and allocate expenditures to special revenue funds to protect the General Fund.

Manage and participate in the development and administration of the Finance Department and City budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.

Coordinate Finance Department activities with those of other departments and outside agencies and organizations.

Provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to Finance programs, policies, and procedures as appropriate.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal finance.

Respond to and resolve difficult and sensitive inquiries and complaints.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operational characteristics, services, and activities of a comprehensive finance program including advanced principles and practices of general and municipal government accounting, auditing, financial reporting, bond financing, investments, debt issuance, cash management, and purchasing; advanced principles and practices of budget development, preparation, and expenditure control.

Applicable federal, state, or and local laws, codes, and regulations, and Generally Accepted Accounting Principles (GAAP).

Organization and management practices as applied to the analysis and evaluation of finance programs, policies, and operational needs.

Program analysis and financial forecasting.

Modern and complex principles and practices of finance program development and administration.

Information sources and research techniques in the fields of public administration, financial planning, accounting, annual budget, capital budget, and annual audit preparation and procedures.

Modern office procedures, methods, and computer equipment and software applications.

Principles of supervision, training, and performance evaluation.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the Finance Department.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient finance services.

Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and administrative support personnel; delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Identify and respond to community and City Council issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Prepare clear and concise administrative and financial reports.

Interpret and apply the policies, procedures, laws, codes, standards, and regulations pertaining to finance programs and functions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:

Experience:

Ten (10) years of extensive experience in financial management plus five (5) years increasingly responsible professional experience in management and supervisory experience.

Training:

Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a related field. Possession of a Master's degree is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possession of a CPA is desirable.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

Effective Date: September 2017

CITY OF PERRIS
AT-WILL INTERIM DIRECTOR OF FINANCE
EMPLOYMENT AGREEMENT

This AT-WILL INTERIM DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF PERRIS (the "City") and RONALD L. CARR ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, due to the recent resignation of the Director of Finance, the City is currently conducting a recruitment for a new Director of Finance; and

WHEREAS, the City anticipates the Director of Finance position will be filled with a permanent replacement by April 1, 2020; and

WHEREAS, pursuant to Perris Municipal Code Section 2.08.060, the City Manager has the authority to appoint all department heads; and

WHEREAS, the position of Director of Finance will serve as the department head for the City's finance department; and

WHEREAS, as a CalPERS retired annuitant under Government Code subdivision 21221(h), Employee possesses over 20 years of experience in a municipal financial oversight capacity, having previously been a chief financial officer, finance director and an assistant city manager. Employee has the specialized skill set to perform the required duties of Interim Director of Finance, desires to perform the duties of and assume responsibility for the position of Interim Director of Finance, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim Director of Finance, which is a position that requires specialized skills, for a definite period of time, effective April 1, 2019; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

A G R E E M E N T

Section 1: TERM

The term of this Agreement shall commence on April 1, 2019 and shall automatically terminate on April 1, 2020, unless terminated prior to this date by either Party (the "Term"). The City shall terminate this Agreement in accordance with Section 4 of this Agreement upon the City finding a permanent replacement for the position of Director of Finance. In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code subdivision 21221(h); in the event Employee works 960 hours per fiscal year during the Term of this Agreement, then this Agreement shall terminate automatically. April 1, 2019 shall be Employee's "Hire Date" for purposes of this Agreement.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Director of Finance for the City's finance department, the duties of which are set forth fully in Exhibit "A" to this Agreement. Employee acknowledges the position of Interim Director of Finance requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

It is recognized Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. Employee acknowledges proper performance of the duties of Interim Director of Finance will require Employee to generally observe normal business hours (currently 8:00 a.m. to 6:00 p.m., Monday through Friday). Employee shall not work more than 40 hours per week. The City will permit Employee such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business, including City recognized holidays. Notwithstanding the foregoing, the Parties understand and agree, due to the CalPERS' limitation on the number of hours Employee can work for the City, Employee may not be available during some hours or days, if extra time is required for attendance at meetings and other reasons relating to City-business.

B. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, spreadsheets, reports, procedures, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

Section 3: COMPENSATION/ BENEFITS PROHIBITED

A. The City agrees to compensate Employee at the top step of the salary range for the Director of Finance position, which is currently Sixteen Thousand Seventy Five Dollars (\$16,075)

per month, to equal an hourly rate of Ninety Two Dollars and Seventy Four Cents (\$92.74; \$16,075 divided by 173.333). That calculated hourly rate is simply to show compliance with CalPERS' requirements (Gov't Code subdivision 21221(h)) and not to be construed as designating the Director of Finance position as hourly employment and anything other than salaried and exempt pursuant to the FLSA.

B. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate except for the above hourly rate and workers' compensation benefits.

C. Employee shall not be entitled to reimbursement for any costs or expenses incurred in the performance of Employee's duties under this agreement, unless said costs and expenses have received prior approval by the City Manager, and are supported by written documentation in accordance with the established policies and customary practices of the City.

Section 4: RESIGNATION/TERMINATION

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Manager.

C. In accordance with state law and the requirements of the California Public Employees Retirement Law, Employee may not be reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

Section 5: NOTICES

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

City

City Manager
City of Perris
101 North D Street
Perris, California 92570

Employee

Ronald L. Carr
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Riverside County, California. Employee expressly waives any right to remove any such action from Riverside County.

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) April 1, 2019 or ii) the date on which the Agreement has been executed by both Employee and the City Manager.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City his anticipated work schedule of 40 hours per week will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code subdivision 21221(h), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

M. Government Code Sections 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

IN WITNESS WHEREOF, the City of Perris has caused this Agreement to be signed and executed on its behalf by its City Manager, and approved as to form by the City Attorney, and executed by the Employee.

CITY OF PERRIS

Dated: _____

Richard Belmudez
City Manager

Approved as to form:

Dated: _____

Eric L. Dunn
City Attorney

EMPLOYEE

In signing this Agreement, Employee understands and agrees he is an at-will employee and his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City, which might otherwise apply to classified or other employees of the City. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

Signed _____
Ronald L. Carr
Employee

CITY OF PERRIS
AT-WILL INTERIM DIRECTOR OF FINANCE
EMPLOYMENT AGREEMENT

This AT-WILL INTERIM DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF PERRIS (the "City") and RONALD L. CARR ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, due to the recent resignation of the Director of Finance, the City is currently conducting a recruitment for a new Director of Finance; and

WHEREAS, the City anticipates the Director of Finance position will be filled with a permanent replacement by April 1, 2020; and

WHEREAS, pursuant to Perris Municipal Code Section 2.08.060, the City Manager has the authority to appoint all department heads; and

WHEREAS, the position of Director of Finance will serve as the department head for the City's finance department; and

WHEREAS, as a CalPERS retired annuitant under Government Code subdivision 21221(h), Employee possesses over 20 years of experience in a municipal financial oversight capacity, having previously been a chief financial officer, finance director and an assistant city manager. Employee has the specialized skill set to perform the required duties of Interim Director of Finance, desires to perform the duties of and assume responsibility for the position of Interim Director of Finance, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim Director of Finance, which is a position that requires specialized skills, for a definite period of time, effective April 1, 2019; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

A G R E E M E N T

Section 1: TERM

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Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Director of Finance for the City's finance department, the duties of which are set forth fully in Exhibit "A" to this Agreement. Employee acknowledges the position of Interim Director of Finance requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

It is recognized Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. Employee acknowledges proper performance of the duties of Interim Director of Finance will require Employee to generally observe normal business hours (currently 8:00 a.m. to 6:00 p.m., Monday through Friday). Employee shall not work more than 40 hours per week. The City will permit Employee such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business, including City recognized holidays. Notwithstanding the foregoing, the Parties understand and agree, due to the CalPERS' limitation on the number of hours Employee can work for the City, Employee may not be available during some hours or days, if extra time is required for attendance at meetings and other reasons relating to City-business.

B. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, spreadsheets, reports, procedures, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

Section 3: COMPENSATION/ BENEFITS PROHIBITED

A. The City agrees to compensate Employee at the top step of the salary range for the Director of Finance position, which is currently Sixteen Thousand Seventy Five Dollars (\$16,075)

per month, to equal an hourly rate of Ninety Two Dollars and Seventy Four Cents (\$92.74; \$16,075 divided by 173.333). That calculated hourly rate is simply to show compliance with CalPERS' requirements (Gov't Code subdivision 21221(h)) and not to be construed as designating the Director of Finance position as hourly employment and anything other than salaried and exempt pursuant to the FLSA.

B. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate except for the above hourly rate and workers' compensation benefits.

C. Employee shall not be entitled to reimbursement for any costs or expenses incurred in the performance of Employee's duties under this agreement, unless said costs and expenses have received prior approval by the City Manager, and are supported by written documentation in accordance with the established policies and customary practices of the City.

Section 4: RESIGNATION/TERMINATION

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Manager.

C. In accordance with state law and the requirements of the California Public Employees Retirement Law, Employee may not be reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

Section 5: NOTICES

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

City

City Manager
City of Perris
101 North D Street
Perris, California 92570

Employee

Ronald L. Carr
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Riverside County, California. Employee expressly waives any right to remove any such action from Riverside County.

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) April 1, 2019 or ii) the date on which the Agreement has been executed by both Employee and the City Manager.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City his anticipated work schedule of 40 hours per week will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code subdivision 21221(h), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

M. Government Code Sections 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

IN WITNESS WHEREOF, the City of Perris has caused this Agreement to be signed and executed on its behalf by its City Manager, and approved as to form by the City Attorney, and executed by the Employee.

CITY OF PERRIS

Dated: _____

Richard Belmudez
City Manager

Approved as to form:

Dated: _____

Eric L. Dunn
City Attorney

EMPLOYEE

In signing this Agreement, Employee understands and agrees he is an at-will employee and his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City, which might otherwise apply to classified or other employees of the City. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

Signed _____
Ronald L. Carr
Employee



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

- MEETING DATE:** March 12, 2019
- SUBJECT:** **Consider Ratification of Settlement Agreements for the Acquisition of Real Property Interests for the Widening of Nuevo Road**
- REQUESTED ACTION:** That the City Council ratify the terms and conditions of the Settlement Agreements by and between: (1) City of Perris and KABD, LLC ("KABD"), authorizing the City to acquire a permanent sewer easement in the property located on the north side of Nuevo Road, east of Murrieta Road and adjacent to the Perris Valley Storm Drain Channel (APN 320-430-018); and (2) City of Perris and Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of the Leong-King Family Trust dated April 28, 2004, and Mike W. Lee and Julie L. Lee, husband and wife ("Leong-King-Lee"), authorizing the City to acquire a fee simple interest in the property located on the south side of Nuevo Road, east of Murrieta Road (APN 310-180-045); and (3) City of Perris and Majid Ahmed and Tayabba Ahmed, husband and wife ("Ahmed"), authorizing the City to acquire a permanent slope easement and a permanent sewer easement in the property located at the northeast corner of Nuevo Road and Murrieta Road, west of and adjacent to the Perris Valley Storm Drain Channel (APN 320-430-005).
- That the City Council ratify execution of settlement documents by the City Manager.
- CONTACT:** Eric Dunn, City Attorney
Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

The Project

The City of Perris ("City") is improving and expanding Nuevo Road and replacing Nuevo Road Bridge at the Perris Valley Storm Drain Channel based on its assessment of the City's current and future highway needs (the "Project"). Currently, Nuevo Road consists of two lanes from Wilson Avenue to Evans Road. The Project will expand Nuevo Road to its full width (as contemplated in the Circulation Element of the City's General Plan) of 128 feet from Wilson Avenue to approximately 450 feet east of the Perris Valley Storm Drain Channel and replace the

Nuevo Road Bridge at the Perris Valley Storm Drain Channel. The Project will improve traffic safety and emergency vehicle response times. As set forth below, the attached Settlement Agreements presented for City Council consideration help to implement the Project.

Proposed Acquisitions & Agreements

The City has commenced the process of acquiring, through the lawful exercise of its power of eminent domain, portions of certain properties located along Nuevo Road which will be necessary for Project construction. To that end, the City commissioned and obtained appraisals of property required for the expansion of Nuevo Road in the Project Area.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 to each of the affected property owners. Following adoption of a resolution of necessity, negotiations with the property owners ensued. The City reached settlement agreements to acquire the necessary property interests in the following properties for the indicated amounts:

APN 320-430-018 (KABD)	\$2,500
APN 310-180-045 (Leong-King-Lee)	\$20,000
APN 320-430-005 (Ahmed)	\$75,909

Under what was then believed to be a short deadline to obtain possession of the property interests so that construction of the project could begin, these settlement agreements were inadvertently not presented to the City Council for approval prior to the execution by the City Manager of the settlement agreements and the deeds to be recorded. Therefore, the City Council is now requested to ratify the agreements and the authority of the City Manager to execute the settlement documents.

KABD Settlement Agreement

KABD agreed to the City's acquisition of a permanent sewer easement in a portion of its property, APN 320-430-018, by grant deed of easement. This partial take consists of an easement in a rectangular area comprising approximately 1,500 square feet of land along Nuevo Road adjacent to the Perris Valley Storm Drain Channel.

Leong-King-Lee Settlement Agreement

Leong-King-Lee agreed to the City's acquisition by grant deed of the fee simple interest in a portion of their property, APN 310-180-045, comprised of an approximately 22,909 square foot strip of land along Nuevo Road, on the south side of Murrieta Road, east of Murrieta Road.

Ahmed Settlement Agreement

Ahmed agreed to the City's acquisition, by a grant deed of easements, of a permanent slope easement and a permanent sewer easement in portions of its property, APN 320-430-005. The permanent slope easement is comprised of approximately 6,495 square feet of the property along Nuevo Road, west of Murrieta Road and adjacent to the Perris Valley Storm Drain Channel, which has the effect limiting the property owner's options for improving vehicular access to its property from Nuevo Road. Access to the property from Murrieta Road is already constrained by the impacts of a traffic signal and cross-walk at the intersection of Nuevo Road and Murrieta



Road. The permanent sewer easement is comprised of a rectangle of approximately 2,400 square feet adjacent to Nuevo Road and the Perris Valley Storm Drain Channel. In addition to paying monetary compensation for this acquisition, the agreement provides that the City Engineer sign a letter stating that, if a future public works project by the City requires the existing driveway into the property from Murrieta Road to be modified or relocated, the City will be responsible for the cost of the modification or relocation.

Staff requests that City Council ratify the Settlement Agreements and the City Manager's execution of the Settlement Agreements and deeds.

BUDGET (or FISCAL) IMPACT:

Prepared by: June S. Ailin, Litigation Counsel

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director 

Attachments:

1. Settlement Agreement with KABD, LLC
2. Settlement Agreement with Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of the Leong-King Family Trust dated April 28, 2004, and Mike W. Lee and Julie L. Lee, husband and wife
3. Settlement Agreement with Majid Ahmed and Tayabba Ahmed, husband and wife

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

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed as of January 22 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter "CITY"), and KABD, LLC (hereinafter referred to as "KABD"). Hereinafter the CITY and KABD shall be collectively referred to as the "PARTIES" and each individually as a "PARTY" and with reference to the following definitions and recitals:

RECITALS:

A. The City seeks to acquire an interest in a portion of the property located on the north side of Nuevo Road, east of Murrieta Road and east and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, with Assessor's Parcel Number 320-430-018 ("SUBJECT PROPERTY") for the Nuevo Road Bridge Project ("PROJECT").

B. Specifically, it is necessary for the CITY to acquire a permanent sewer easement in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit "A" and depicted on the map attached hereto and incorporated herein by this reference as Exhibit "B" ("EASEMENT").

C. On July 30, 2018, the CITY mailed a *Government Code* § 7267.2 offer letter to KABD, owners of record of the SUBJECT PROPERTY, for the acquisition of the EASEMENT for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the EASEMENT.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the EASEMENT by KABD to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

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

AGREEMENT:

1. **Consideration.** KABD grants the EASEMENT to the CITY for a payment of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) ("Settlement Amount"). A form of the Grant Deed of Easement is attached hereto as Exhibit "C," and KABD is to return a signed and notarized original of same to the CITY. The CITY shall deliver to KABD a check in the amount of \$2,500.00 payable to KABD, LLC, within 15 days of the successful recordation of the Grant Deed of Easement.

2. **Further Compensation.** KABD hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the EASEMENT and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that KABD may have arising out of the CITY's acquisition of the EASEMENT. KABD hereby waives any rights to additional compensation for the EASEMENT other than the compensation set forth herein.

3. **Ownership of the SUBJECT PROPERTY.** KABD represents and warrants as a material term of this Agreement that KABD has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by

this Agreement, and that KABD is the owner of the SUBJECT PROPERTY. In executing this Agreement, KABD further warrants and represents that none of the claims released by KABD hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **KABD's Release.** Except as provided herein, KABD, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which KABD has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the EASEMENT.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge KABD and all of its successors, assigns, and agents from any and all claims, rights, costs, relocation

benefits, any other damages, costs or expenses arising from any and all actions of KABD, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the EASEMENT.

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

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

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed

by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

KABD Representative's Initials:  HE

CITY Representative's Initials: 

OTHER TERMS AND PROVISIONS:

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

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

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

KABD, LLC



Michael Sabourian, Manager



Haleh Emrani, Manager

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

CITY OF PERRIS, a municipal corporation



Richard Belmudez, City Manager

ATTEST:



Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
June S. Ailin
Attorney for the CITY OF PERRIS


[END SIGNATURES]

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

KABD, LLC



Michael Sabourian, Manager



Halch Emrani, Manager

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

CITY OF PERRIS, a municipal corporation




Richard Belmudez, City Manager

ATTEST:



Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: 
June S. Ailin
Attorney for the CITY OF PERRIS

[END SIGNATURES]

EXHIBIT "A"
LEGAL DESCRIPTION
[on following page]

EXHIBIT "A"
SEWER EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT LAND, BEING A PORTION OF GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED MAY 8, 1953 IN BOOK 1470, PAGE 204 OF OFFICIAL RECORDS OF SAID COUNTY AND STATE;

ALSO KNOWN AS A.P.N. 320-430-018, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 60 FEET OF THE NORTH 30 FEET OF THE SOUTH 94 FEET OF SAID LAND.

THE ABOVE DESCRIBED EASEMENT CONTAINS 1,500 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 7/13/17



Reference: Preliminary Title Commitment Parcel: 11

EXHIBIT "B"

PLAT MAP

[on following page]

EXHIBIT "C"
GRANT DEED
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

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

GRANT DEED OF EASEMENT

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, KABD, LLC ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), a permanent sewer easement in that certain portion of the real property located on the north side of Nuevo Road, east of Murrieta Road and east and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 320-430-018, 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: _____

Date: _____

By: _____

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed as of December 7, 2018 by and between the CITY OF PERRIS, a municipal corporation (hereinafter "CITY"), and SANFORD Y.H. LEONG AND TINA CHUN-TEE KING, TRUSTEES OF THE LEONG-KING FAMILY TRUST dated April 28, 2004, as to an undivided 80% interest, and MIKE W. LEE AND JULIE L. LEE, husband and wife as community property with rights of survivorship, as to an undivided 20% interest, as tenants in common (hereinafter referred to as "LEONG-KING AND LEE"). Hereinafter the CITY and LEONG-KING AND LEE shall be collectively referred to as the "PARTIES" and each individually as a "PARTY" and with reference to the following definitions and recitals:

RECITALS:

A. The City seeks to acquire a portion of the property located on the south side of Nuevo Road, east of Murrieta Road, in the City of Perris, County of Riverside, California with Assessor Parcel Number 310-180-045 ("SUBJECT PROPERTY") for the Nuevo Road Bridge Project ("PROJECT").

B. Specifically, it is necessary for the CITY to acquire the fee simple interest in the portion of the SUBJECT PROPERTY described in the legal description attached hereto and incorporated herein by this reference as Exhibit "A" and depicted on the map attached hereto and incorporated herein by this reference as Exhibit "B" ("FEE INTEREST").

C. On January 2, 2018, the CITY mailed a *Government Code* § 7267.2 offer letter to LEONG-KING AND LEE, owner of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the FEE INTEREST by LEONG-KING AND LEE to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

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

AGREEMENT:

1. **Consideration.** LEONG-KING AND LEE grants the FEE INTEREST to the CITY for consideration of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Settlement Amount"). A form of the Grant Deed is attached hereto as Exhibit "C," and LEONG-KING AND LEE is to return a signed and notarized original of same to the CITY. The CITY shall issue one check in the amount of \$20,000 payable to **Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of The Leong-King Family Trust**, and a second check in the amount of \$5,000 payable to **Mike W. Lee and Julie L. Lee**, within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** LEONG-KING AND LEE hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that LEONG-KING AND LEE may have arising out of the CITY's acquisition

of the FEE INTEREST. LEONG-KING AND LEE hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

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

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **LEONG-KING AND LEE's Release.** Except as provided herein, LEONG-KING AND LEE, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which LEONG-KING AND LEE has or may hereafter accrue, including without

limitation, and any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the acquisition of the FEE INTEREST.

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

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

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

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

LEONG-KING AND LEE Representative's Initials: TK SL ML JL

CITY Representative's Initials: 

OTHER TERMS AND PROVISIONS:

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

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

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

SANFORD Y.H. LEONG AND TINA CHUN-TEE
KING, TRUSTEES OF THE LEONG-KING
FAMILY TRUST dated April 28, 2004, as to an
undivided 80% interest


Sanford Y.H. Leong


Tina Chun-Tee King

MIKE W. LEE AND JULIE L. LEE, husband and
wife as community property with rights of
survivorship, as to an undivided 20% interest, as
tenants in common


Mike W. Lee


Julie L. Lee


[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

CITY OF PERRIS, a municipal corporation


Richard Belmudez, City Manager

ATTEST:


Nandy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: 
June S. Ailin
Attorney for the CITY OF PERRIS

[END SIGNATURES]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 }

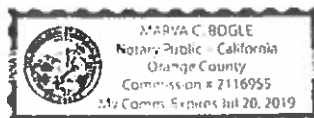
County of Orange }

On 12.11.2018 before me, MARVA C BOGLE, Notary Public
(Here insert name and title of the officer)

personally appeared Mike W. Lee and Julie L. Lee
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.



Marva C Bogle
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer _____
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

EXHIBIT A
LEGAL DESCRIPTION
[on following page]

**EXHIBIT "A"
STREET DEDICATION**

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF LOT 2 OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, IN THE RANCHO SAN JACINTO-NUEVO, AS PER MAP OF PERRIS VALLEY LAND AND WATER COMPANY'S TRACT RECORDED IN BOOK 7, PAGE 38 OF MAPS, RECORDS OF SAID COUNTY AND STATE, TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, LYING WESTERLY OF THE WEST LINE OF SAID RANCHO SAN JACINTO-NUEVO;

ALSO KNOWN AS A.P.N. 310-180-045, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 44 FEET OF THE NORTH 64 FEET OF SAID LAND;

THE ABOVE DESCRIBED DEDICATION CONTAINS 22,909 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/15/17

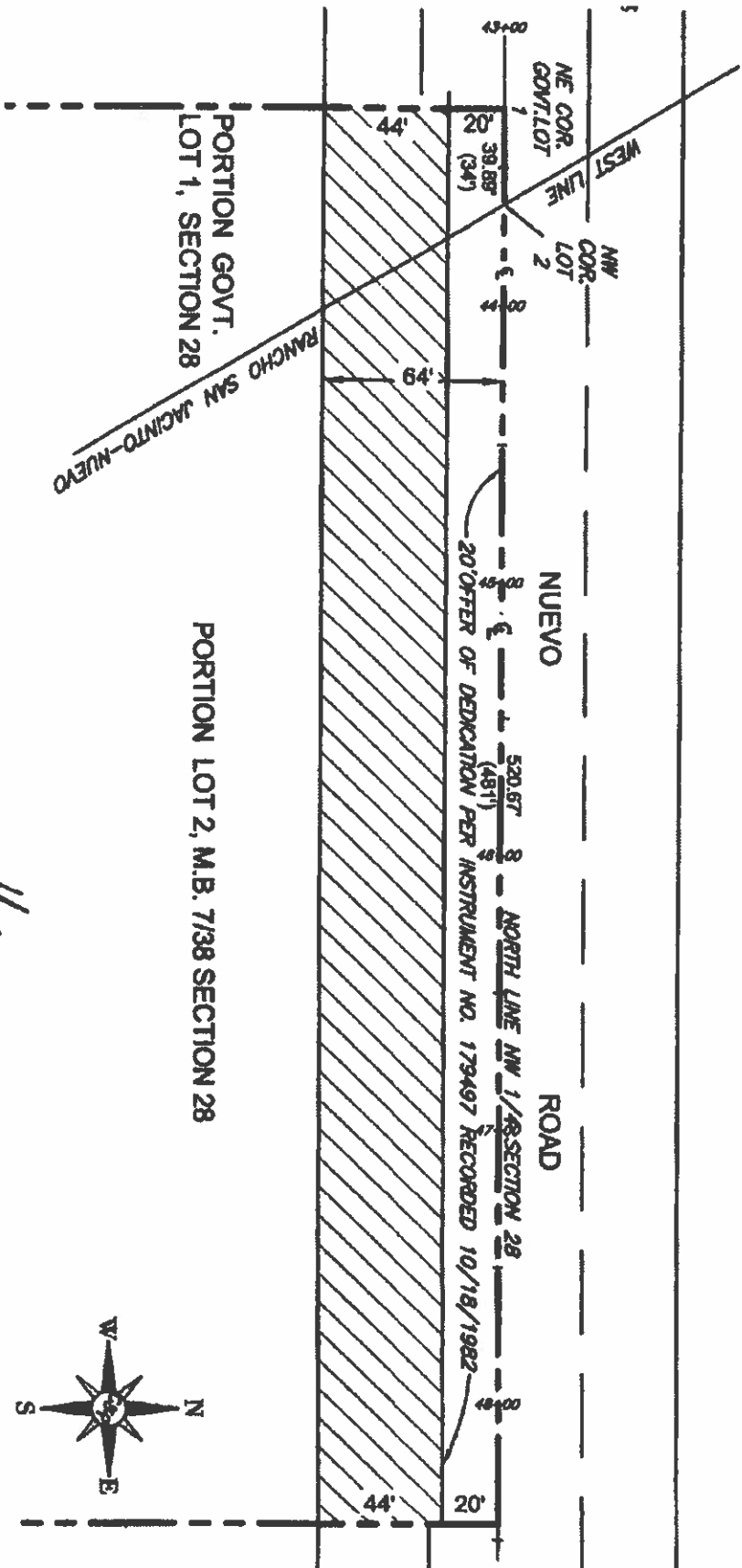


Reference: Preliminary Title Commitment Parcel: 6

EXHIBIT B
LEGAL MAP
[on following page]

EXHIBIT 'B'- STREET DEDICATION

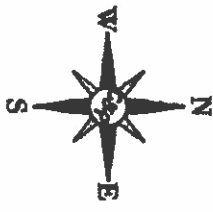
SHEET 1 OF 1



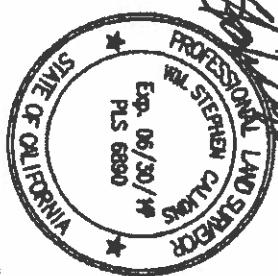
PORTION GOV'T.
LOT 1, SECTION 28

PORTION LOT 2, M.B. 7138 SECTION 28

--- INDICATES GRANTOR B'DY.
() INDICATES ASSESSORS MAP DATA



Professional Land Surveyor
M. Stephen Calkins



ASSESSOR'S PARCEL NO.: 310-180-045	
SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.	
DATED: 6/15/17 M.M. STEPHEN CALKINS, P.L.S. 6890	
SCALE:	C&P SURVEYING, INC.
1" = 60'	P.O. Box 1042 Brea Jct., CA 92817
	(909) 337-8100 Call (909) 856-6016

REF: PTR-8

EXHIBIT C
GRANT DEED
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

(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 and sufficiency of which is hereby acknowledged, Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of The Leong-King Family Trust dated April 28, 2004, as to an undivided 80% interest; and Mike W. Lee and Julie L. Lee, husband and wife as community property with rights of survivorship, as to an undivided 20% interest, as tenants in common ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located at the south side of Nuevo Road, east of Murrieta Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor's Parcel Number ("APN") 310-180-045, 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: 12/7/2018

By: 
Sanford Y.H. Leong

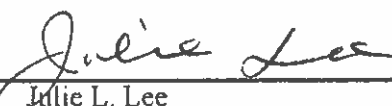
Date: 12/7/2018

By: 
Tina Chun-Tee King

Date: 12/11/2018

By: 
Mike W. Lee

Date: 12/11/2018

By: 
Julie L. Lee

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed as of Dec. 21, 2018 by and between the CITY OF PERRIS, a municipal corporation (hereinafter "CITY"), and MAJID AHMED AND TAYABBA AHMED, husband and wife as joint tenants (hereinafter referred to as "AHMED"). Hereinafter the CITY and AHMED shall be collectively referred to as the "PARTIES" and each individually as a "PARTY" and with reference to the following definitions and recitals:

RECITALS:

A. The City seeks to acquire interests in a portion of the property located at the northeast corner of Nuevo Road and Murrieta Road, west and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, commonly known as 830 East Nuevo Road, and identified by the Riverside County Assessor as Assessor's Parcel Number 320-430-005 ("SUBJECT PROPERTY") for the Nuevo Road Bridge Project ("PROJECT").

B. Specifically, it is necessary for the CITY to acquire a permanent slope easement and a permanent sewer easement in the portion of the SUBJECT PROPERTY described in the legal descriptions attached hereto and incorporated herein by this reference as Exhibit "A-1" and Exhibit "A-2" respectively, and depicted on the maps attached hereto and incorporated herein by this reference as Exhibit "B-1" and Exhibit "B-2" respectively ("EASEMENTS").

C. On July 30, 2018, the CITY mailed a *Government Code* § 7267.2 offer letter to AHMED, owners of record of the SUBJECT PROPERTY, for the acquisition of the EASEMENTS for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the EASEMENTS.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the granting of the EASEMENTS by AHMED to the CITY and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

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

AGREEMENT:

1. **Consideration.** AHMED grants the EASEMENTS to the CITY for a payment of Seventy Five Thousand Nine Hundred Nine Dollars and Zero Cents (\$75,909.00) ("Settlement Amount"). A form of the Grant Deed of Easements is attached hereto as Exhibit "C." AHMED is to return a notarized executed copy of the Grant Deed of Easements to the CITY. The CITY shall deliver to AHMED a check in the amount of \$75,909.00 payable to Majid and Tayyaba Ahmed and a letter from the CITY Engineer, the form of which is attached hereto as Exhibit "D," within 15 days of the successful recordation of the Grant Deed of Easements.

2. **Further Compensation.** AHMED hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the EASEMENTS and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that AHMED may have arising out of the CITY's acquisition of the

EASEMENTS. AHMED hereby waives any rights to additional compensation for the EASEMENTS other than the compensation set forth herein.

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

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **AHMED's Release.** Except as provided herein, AHMED, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, claims to improvements to realty, rights, costs, statutory interest relocation benefits, any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which AHMED has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims,


damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the EASEMENTS.

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

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

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

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

AHMED Representative's Initials 

CITY Representative's Initials: _____

OTHER TERMS AND PROVISIONS:

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

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

10. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

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

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

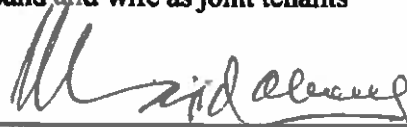
14. **Authority.** The persons executing this Agreement on behalf of the PARTIES hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

MAJID AHMED AND TAYABBA AHMED,
husband and wife as joint tenants



Majid Ahmed



Tayabba Ahmed

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

CITY OF PERRIS, a municipal corporation



Richard Belmudez, City Manager

ATTEST:



Nancy Safazar
City Clerk

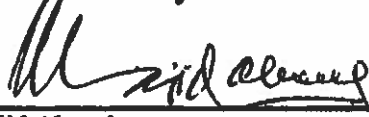
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
June S. Ailin
Attorney for the CITY OF PERRIS


[END SIGNATURES]

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

MAJID AHMED AND TAYABBA AHMED,
husband and wife as joint tenants



Majid Ahmed



Tayabba Ahmed

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

CITY OF PERRIS, a municipal corporation




Richard Belmudez, City Manager

ATTEST:



Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: 

June S. Ailin
Attorney for the CITY OF PERRIS

[END SIGNATURES]

ACKNOWLEDGMENT

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

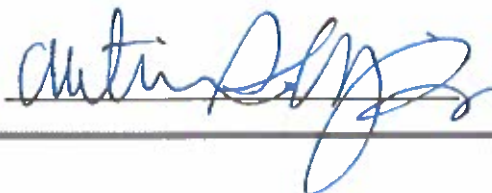
State of California
County of Riverside

On 11/24/2018 before me, Autiana Bryce Shropshire, Notary Public
(insert name and title of the officer)

personally appeared Tayyaba Ahmed, MAJID AHMED
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)

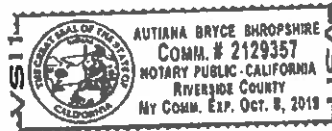


EXHIBIT "A-1"

LEGAL DESCRIPTION FOR SLOPE EASEMENT

[on following page]

**EXHIBIT "A"
SLOPE EASEMENT**

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO. 8179, FILED IN BOOK 36, PAGE 44 OF PARCEL MAPS, SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 320-430-005, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE EAST 433 FEET OF THE SOUTH 15 FEET OF SAID PARCEL 3.

THE ABOVE DESCRIBED EASEMENT CONTAINS 6,495 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/24/17

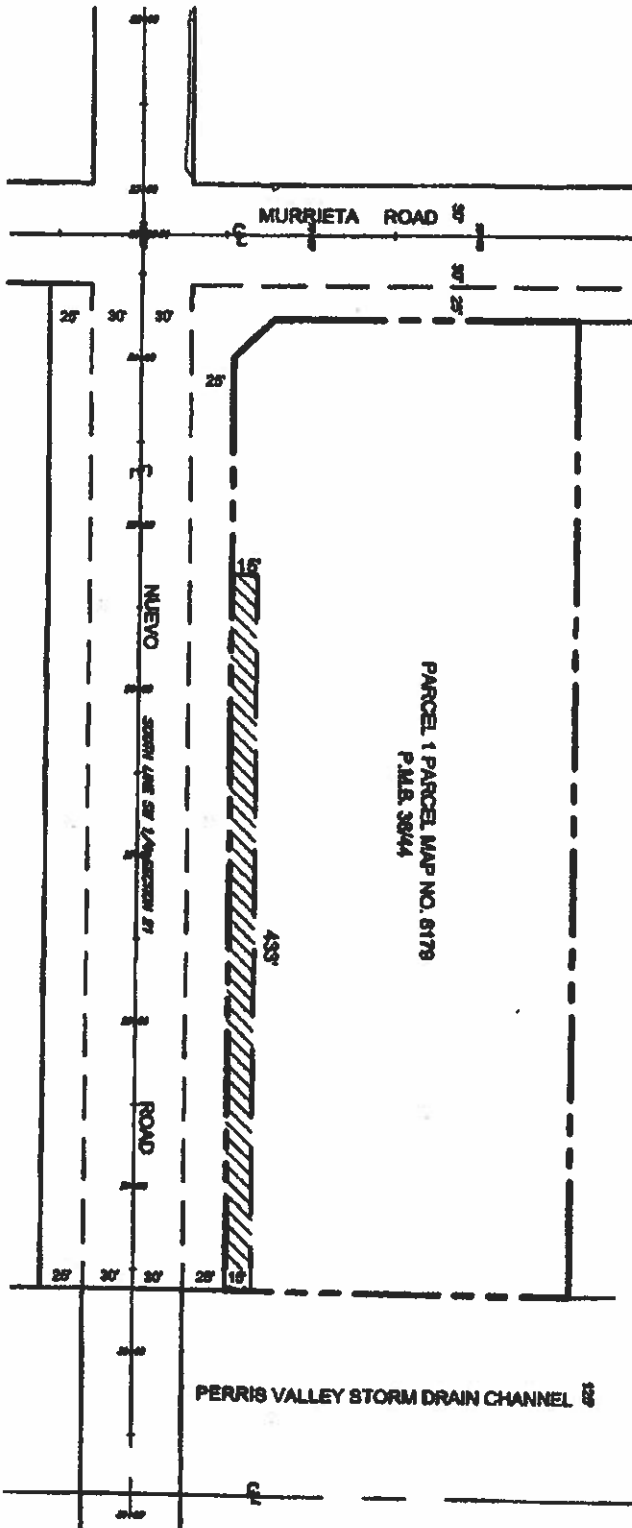


Reference: Preliminary Title Commitment Parcel: 8

EXHIBIT "B-1"
PLAT FOR SLOPE EASEMENT
[on following page]

EXHIBIT 'B' - SLOPE EASEMENT

SHEET 1 OF 1



() INDICATES GRANITOR BDX:
 () INDICATES ASSESSORS MAP DATA



[Signature]

PROFESSIONAL LAND SURVEYOR
 W.M. STEPHEN CALVANS
 Exp. 06/30/17
 P.L.S. 6890
 STATE OF CALIFORNIA

ASSESSOR'S PARCEL NO.: 320-430-005
 SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
 DATED: 6/15/17 W.M. STEPHEN CALVANS, P.L.S. 6890
 SCALE: 1" = 100'
 C&P SURVEYING, INC.
 P.O. Box 1048 Brea, CA 92617
 (909) 387-8100 (CAL 909) 656-8016

REF: PTR-04

EXHIBIT "A-2"
LEGAL DESCRIPTION FOR SEWER EASEMENT
[on following page]

EXHIBIT "A"
SEWER EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL 3 AS SHOWN ON PARCEL MAP NO.8179, FILED IN BOOK 36, PAGE 44 OF PARCEL MAPS, RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 320-430-005, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 80 FEET OF THE SOUTH 40 FEET OF SAID PARCEL 3.

THE ABOVE DESCRIBED EASEMENT CONTAINS 2,400 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/15/17



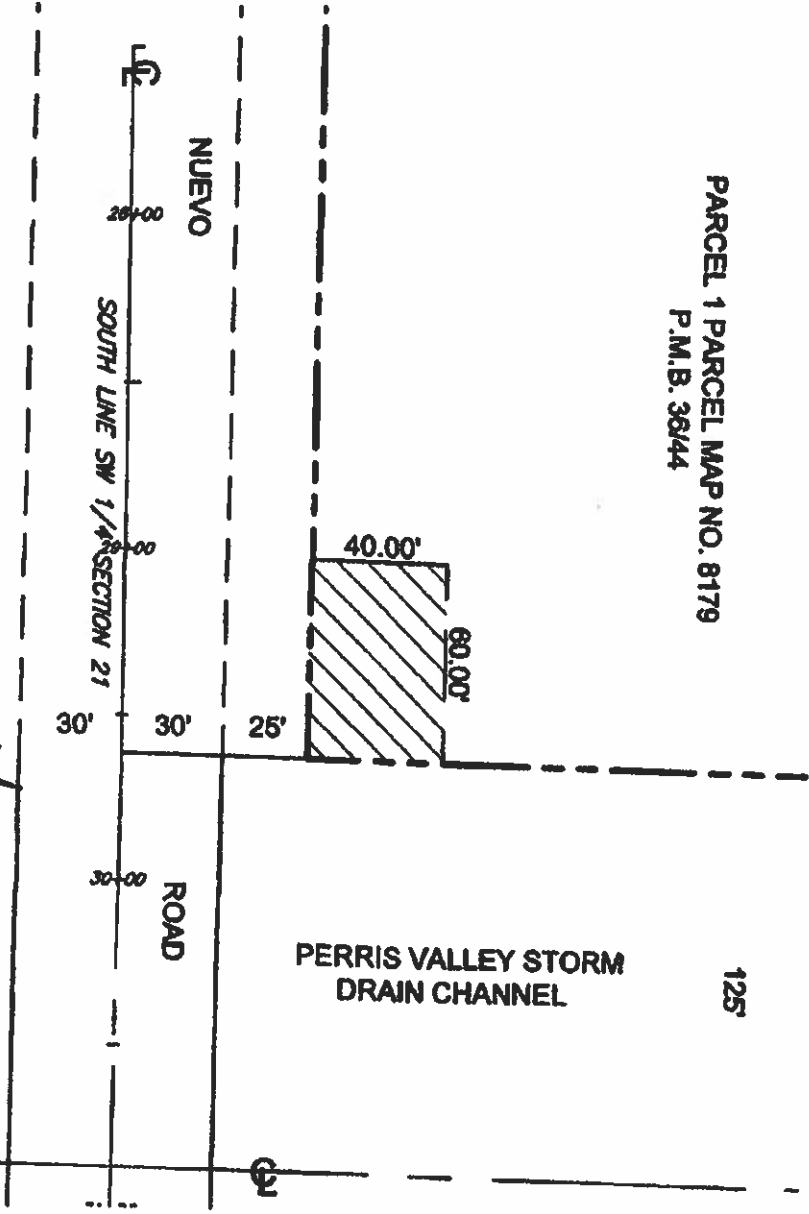
Reference: Preliminary Title Commitment Parcel: 8

EXHIBIT "B-2"
PLAT FOR SEWER EASEMENT
[on following page]

EXHIBIT 'B' - SEWER EASEMENT

SHEET 1 OF 1

PARCEL 1 PARCEL MAP NO. 8179
P.M.B. 36/44



() INDICATES GRANTOR BOX.
____ INDICATES ASSESSOR'S MAP DATA

ASSESSOR'S PARCEL NO.: 350-430-005

SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

DATED: 6/15/17 WML STEPHEN CALDINS, P.L.S. 6890

SCALE: 1" = 30'

C&P SURVEYING, INC.
P.O. Box 1048 Brea Jct, CA 92617
(909) 357-8100 CAL (909) 855-6016



REF: PTR-88

EXHIBIT "C"
GRANT DEED
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

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

GRANT DEED OF EASEMENTS

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Majid Ahmed and Tayabba Ahmed, husband and wife as joint tenants ("Grantor"), hereby grant to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), a permanent slope easement and a permanent sewer easement in those certain portions of the real property located at the northeast corner of Nuevo Road and Murrieta Road, west and adjacent to the Perris Valley Storm Drain Channel, in the City of Perris, County of Riverside, California, commonly known as 830 East Nuevo Road, and designed by the Riverside County Assessor as Assessor's Parcel Number ("APN") 320-430-005, more particularly identified and described in the legal descriptions attached hereto and incorporated herein as Exhibit "A-1" and Exhibit "A-2" respectively, and depicted on the maps attached hereto and incorporated herein as Exhibit "B-1" and Exhibit "B-2" respectively.

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: _____
Majid Ahmed

Date: _____

By: _____
Tayabba Ahmed

EXHIBIT "D"
LETTER



CITY OF PERRIS
Office of the City Engineer

101 NORTH 'D' STREET
PERRIS, CALIFORNIA 92570
TEL: (951) 943-6100
FAX: (951) 943-4246

VIA U.S. MAIL and E-MAIL

Majid Ahmed
Tayyaba Ahmed
P. O. Box 1330
Nuevo, CA 92567
pennieahmed@yahoo.com

Re: Property: 830 E. Nuevo Road, Perris, California
Subject: Driveway Along Murrieta Road

Dear Mr. and Mrs. Ahmed:

Thank you for addressing your concerns for your driveway along Murrieta Road ("Driveway") at 830 E. Nuevo Road, Perris, California ("Property") with me before the City Council meeting on October 9, 2018.

As I explained on October 9, 2018, if any future public works project by the City of Perris occurs along Murrieta Road, the Driveway will remain where it is currently located on the Property, unless you expand your use of the Property or a public works project requires the Driveway to be modified or relocated. If a future public works project by the City of Perris requires the Driveway to be modified or relocated, the City of Perris will be responsible for the cost of the modification or relocation.

If you have any comments or questions, please do not hesitate to contact me at (951) 943-6504.

Very truly yours,

Habib Motlagh
City Engineer

cc: Eric Dunn, City Attorney (via email)
June Ailin, Special Counsel (via email)



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: **Consider Approval of Settlement Agreements for the Acquisition of Real Property Interests for the Widening of Nuevo Road**

REQUESTED ACTION: That the City Council approve the terms and conditions of the Settlement Agreements by and between: (1) City of Perris and Bel Air Murrieta, LLC ("Bel Air"), authorizing the City to acquire a fee simple interest in the property located on the south side of Nuevo Road, east of Murrieta Road (APN 310-180-006); and (2) City of Perris and Anwar Tabel, Mohammad Ribhi Tabel, and Akram Tabel, Trustee of the Akram Tabel Trust dated October 15, 2002 ("Tabel"), authorizing the City to acquire a fee simple interest, a permanent slope easement, and a temporary waterline easement in the property located on the southeast corner of Nuevo Road and Murrieta Road (APNs 310-180-050 and 310-180-051); and

That the City Council authorize the City Manager to execute the same in a form approved by the City Attorney.

CONTACT: Eric Dunn, City Attorney
Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

The Project

The City of Perris ("City") is improving and expanding Nuevo Road and replacing Nuevo Road Bridge at the Perris Valley Storm Drain Channel based on its assessment of the City's current and future highway needs (the "Project"). Currently, Nuevo Road consists of two lanes from Wilson Avenue to Evans Road. The Project will expand Nuevo Road to its full width (as contemplated in the Circulation Element of the City's General Plan) of 128 feet from Wilson Avenue to approximately 450 feet east of the Perris Valley Storm Drain Channel and replace the Nuevo Road Bridge at the Perris Valley Storm Drain Channel. The Project will improve traffic safety and emergency vehicle response times. As set forth below, the attached Settlement Agreements presented for City Council consideration help to implement the Project.

Proposed Acquisitions & Agreements

The City has commenced the process of acquiring, through the lawful exercise of its power of eminent domain, portions of certain properties located along Nuevo Road which will be necessary for Project construction. To that end, the City commissioned and obtained appraisals of property required for the expansion of Nuevo Road in the Project Area.

Thereafter, the City sent an offer pursuant to Government Code § 7267.2 to each of the affected property owners. Following negotiations with the property owners who have responded to the City's offer, the City has reached settlement with the following owners of APN 310-180-006 ("Bel Air") and APNs 310-180-050, and 310-180-051 ("Tabel") for the indicated amounts:

APN 310-180-006 ("Bel Air")	\$25,000
APN 310-180-050 and 310-180-051 ("Tabel")	\$9,400

Bel Air Settlement Agreement

Bel Air agreed to the City's acquisition of a fee simple interest in a portion of the Bel Air property, APN 310-180-006, by grant deed. This partial take consists of an approximately 22,633.12 square foot strip of land along Nuevo, between Murrieta Road and Evans Road.

Tabel Settlement Agreement

Tabel agreed to the City's acquisition of a fee simple interest, a permanent slope easement, and a temporary waterline easement in portions of the Tabel property, APNs 310-180-050 and 310-180-051. The fee simple interest consists of an approximately 5,817 square foot strip of land along Nuevo Road, on the southeast corner of Murrieta Road of Nuevo Road. The permanent slope easement consists of an approximately 1,050 square foot strip of land that borders the west side of the Perris Valley Storm Drain Channel. The temporary waterline easement consists of an approximately 9,031 square foot section of land that borders the west side of the Perris Valley Storm Drain Channel.

Staff requests that City Council approve the Settlement Agreements for the amounts stated above and authorize the City Manager to sign the Settlement Agreements and all other reasonably necessary documents that do not require the Mayor's signature.

BUDGET (or FISCAL) IMPACT:

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager [Signature]
Finance Director [Signature]

1. Settlement Agreement with Bel Air Murrieta, LLC
2. Settlement Agreement with Anwar Tabel, Mohammad Ribhi Tabel, and Akram Tabel, Trustee of the Akram Tabel Trust

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of _____, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and BEL AIR MURRIETA, LLC (hereinafter referred to as “BEL AIR”). Hereinafter the CITY and BEL AIR shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

RECITALS:

A. The City seeks to acquire a portion of the property located on the south side of Nuevo Road, east of Murrieta Road, in the City of Perris, County of Riverside, California with Assessor Parcel Number 310-180-006 (“SUBJECT PROPERTY”) for the Nuevo Road Bridge Project (“PROJECT”).

B. Specifically, it is necessary for the CITY to acquire the fee simple interest in the portion of the SUBJECT PROPERTY described in the legal description attached hereto and incorporated herein by this reference as Exhibit “A” and depicted on the map attached hereto and incorporated herein by this reference as Exhibit “B” (“FEE INTEREST”). The FEE INTEREST constitutes a 22,633.12 square foot strip of the SUBJECT PROPERTY that is 34 feet wide by 665.68 feet long as described on Exhibit “A” and as depicted on Exhibit “B.”

C. On January 2, 2018, the CITY mailed a *Government Code* § 7267.2 offer letter to BEL AIR, owner of record of the SUBJECT PROPERTY, for the acquisition of the FEE INTEREST for the construction of the PROJECT.

D. Thereafter, the PARTIES entered into negotiations for the acquisition of the FEE INTEREST.

E. On or about August 22, 2018, the CITY filed a Complaint To Eminent Domain/Inverse Condemnation (“COMPLAINT”), filed in Riverside Superior Court, case

number RIC 1817317 (the "ACTION"). In connection with filing the ACTION, the CITY also recorded a Notice of Lis Pendens on the SUBJECT PROPERTY in the official records of the County of Riverside, instrument number 2018-0338044 ("LIS PENDENS").

F. By entering into this Agreement, the PARTIES desire to resolve all issues related to (a) the granting of the FEE INTEREST by BEL AIR to the CITY, and (b) the ACTION, and enter into this Agreement to FINALLY, FULLY and COMPREHENSIVELY settle and avoid legal action.

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

AGREEMENT:

1. **Consideration.** BEL AIR grants the FEE INTEREST to the CITY for consideration of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Settlement Amount"). A form of the Grant Deed is attached hereto as Exhibit "C," and BEL AIR is to return a signed and notarized original of same to the CITY. The CITY shall issue a check in the amount of \$25,000 payable to Bel Air Murrieta, LLC, within 15 days of the successful recordation of the Grant Deed.

2. **Further Compensation.** BEL AIR hereby acknowledges that the Settlement Amount and terms of this Agreement constitute full and just compensation for the FEE INTEREST and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations

promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, and revenue, if any, that BEL AIR may have arising out of the CITY's acquisition of the FEE INTEREST. BEL AIR hereby waives any rights to additional compensation for the FEE INTEREST other than the compensation set forth herein.

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

4. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

5. **BEL AIR's Release.** Except as provided herein, BEL AIR, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to Code of Civil Procedure § 1268.710, any other damages, costs or expenses arising from any and all actions of the CITY,

and compensation of any nature whatsoever, which BEL AIR has or may hereafter accrue, including without limitation, and any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the acquisition of the FEE INTEREST.

6. **CITY's Release.** Except as provided herein, the CITY for itself and all of its successors, assigns, and agents, does hereby fully and forever release and discharge BEL AIR and all of its successors, assigns, and agents from: (a) any and all claims, rights, costs, relocation benefits, any other damages, costs or expenses arising from any and all actions of BEL AIR, and compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the acquisition of the FEE INTEREST; and (b) any and all claims asserted, and remedies sought, by the CITY in the COMPLAINT and the ACTION.

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

they are familiar with Section 1542 of the *Civil Code* of the State of California which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the *Civil Code* of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section 7 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

BEL AIR Representative's Initials: _____

CITY Representative's Initials: _____

OTHER TERMS AND PROVISIONS:

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

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

10. **Modification**. No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

11. **Binding on Successors**. This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

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

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

14. **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, and (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement. The PARTIES hereto warrant that entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

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

16. **Attorneys' Fees**. If either CITY or BEL AIR brings any action against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such

action or dispute shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

17. **AS-IS Condition.** As a material inducement to execution and delivery of this Agreement by BEL AIR, CITY does hereby acknowledge, represent, and warrant and agree, to and with BEL AIR, that (A) CITY is purchasing the FEE INTEREST in an "AS-IS" condition as of the date of the recording of the Grant Deed with respect to any facts, circumstances, conditions and defects; (B) BEL AIR has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate CITY for same; (C) by the recording of the Grant Deed, CITY shall have undertaken all such physical inspections and examinations of the FEE INTEREST and SUBJECT PROPERTY as CITY deems necessary or appropriate under the circumstances, and that based upon same, CITY is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its agents and officers, and CITY is and will be fully satisfied that the SETTLEMENT AMOUNT is fair and adequate consideration for the FEE INTEREST; (D) BEL AIR is not making and has not made any warranty or representation with respect to all or any part of the FEE INTEREST or SUBJECT PROPERTY as an inducement to CITY to enter into this Settlement Agreement and CITY'S purchase of the FEE INTEREST; and (E) by reason of all of the foregoing, CITY shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the FEE INTEREST, including without limitation the presence of any asbestos containing material, hazardous, toxic or radioactive waste, substance or materials in, on, under or about the FEE INTEREST.

18. **Dismissal of the Action and Release of Lis Pendens.** Within two weeks after the occurrence of (a) the full execution of this Agreement, (b) the successful recordation of the Grant Deed, and (c) the payment of the Settlement Amount set forth in Section 1 above, the CITY shall: (x) dismiss the ACTION with prejudice; and (y) record the appropriate documents necessary to release the LIS PENDENS against the SUBJECT PROPERTY. The CITY agrees to undertake any additional reasonable actions requested by BEL AIR to ensure that the LIS

PENDENS does not impact BEL AIR'S ownership of the SUBJECT PROPERTY (including any loan or sale).

[SIGNATURES ON THE FOLLOWING PAGE]

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

BEL AIR MURRIETA, LLC

Mahasti Mashhoon
Manager

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

CITY OF PERRIS, a municipal corporation

Richard Belmudez, City Manager

ATTEST:

Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
June S. Ailin
Attorney for the CITY OF PERRIS

[END SIGNATURES]

EXHIBIT A
LEGAL DESCRIPTION

[on following page]

EXHIBIT "A"
STREET DEDICATION

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF WEST HALF OF GOVERNMENT LOT 1 OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF;

ALSO KNOWN AS A.P.N. 310-180-006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 34 FEET OF THE NORTH 64 FEET OF SAID LAND;

THE ABOVE DESCRIBED DEDICATION CONTAINS 22,633 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/15/12



Reference: Preliminary Title Commitment Parcel: 3

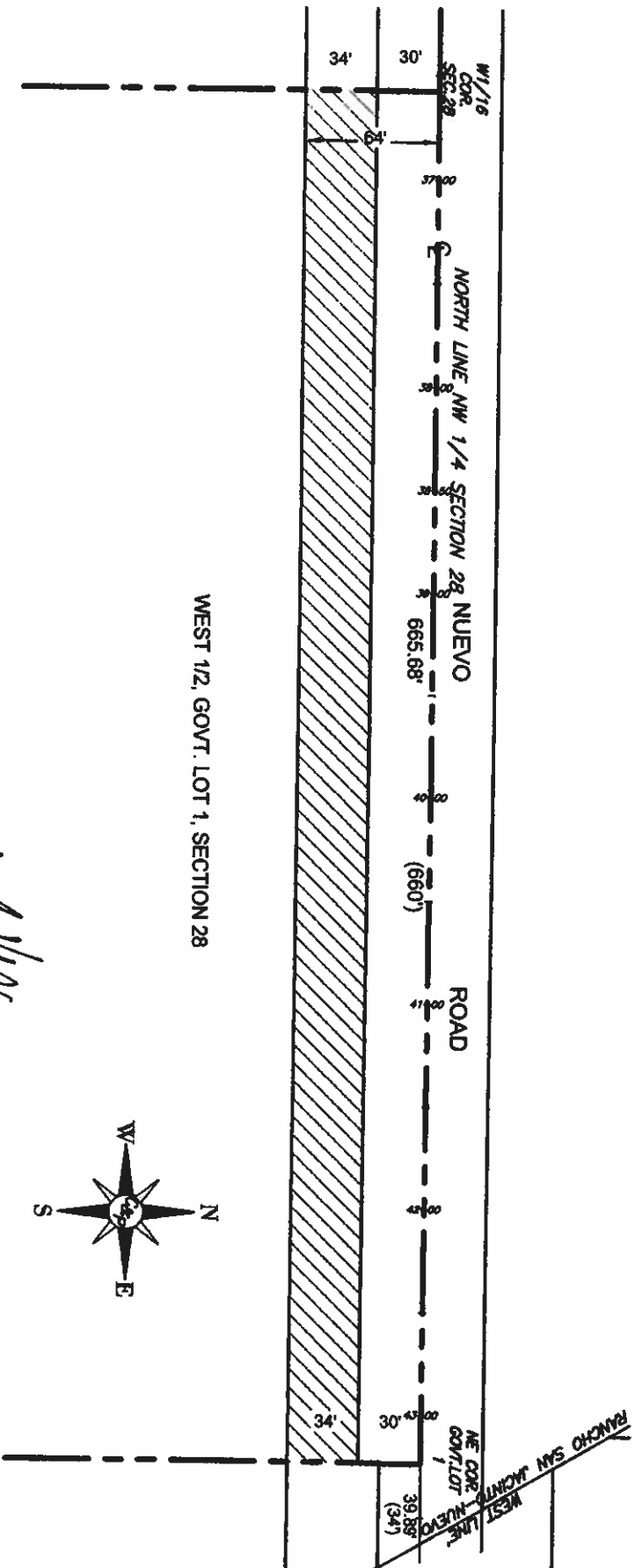
EXHIBIT B

LEGAL MAP

[on following page]

EXHIBIT 'B' - STREET DEDICATION

SHEET 1 OF 1



WEST 1/2, GOVT. LOT 1, SECTION 28

() INDICATES GRANTOR BDY.
 () INDICATES ASSESSORS MAP DATA

ASSESSOR'S PARCEL NO.: 310-180-006

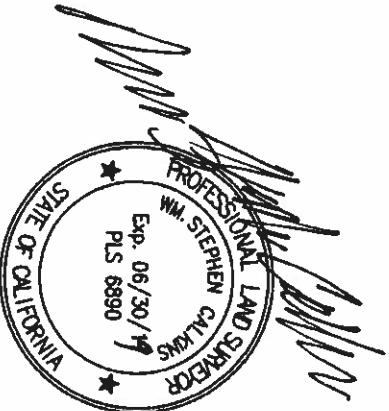
SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

DATED: 6/15/17 WM. STEPHEN CALKINS, P.L.S. 6890

SCALE: C&P SURVEYING, INC.

1' = 80'

P.O. Box 1042 Blue Jay, CA 92317
 (909) 337-8100 Call (909) 856-6016



REF: PTR-3

EXHIBIT C
GRANT DEED
[on following page]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

(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, Bel Air Murrieta, LLC (“Grantor”), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city (“Grantee”), the fee simple interest in that certain 22,633.12 square foot portion of the real property located on the south side of Nuevo Road, east of Murrieta Road, in the City of Perris, County of Riverside, California, which is referred to as Assessor’s Parcel Number (“APN”) 310-180-006, 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: _____
Mahasti Mashhoon
Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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 by Bel Air Murrieta, LLC, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS pursuant to the authority conferred by a Settlement Agreement approved by the CITY OF PERRIS dated _____, and that 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

EXHIBIT "A"
STREET DEDICATION

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF WEST HALF OF GOVERNMENT LOT 1 OF FRACTIONAL SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO OFFICIAL PLAT THEREOF;

ALSO KNOWN AS A.P.N. 310-180-006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THE SOUTH 34 FEET OF THE NORTH 64 FEET OF SAID LAND;

THE ABOVE DESCRIBED DEDICATION CONTAINS 22,633 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

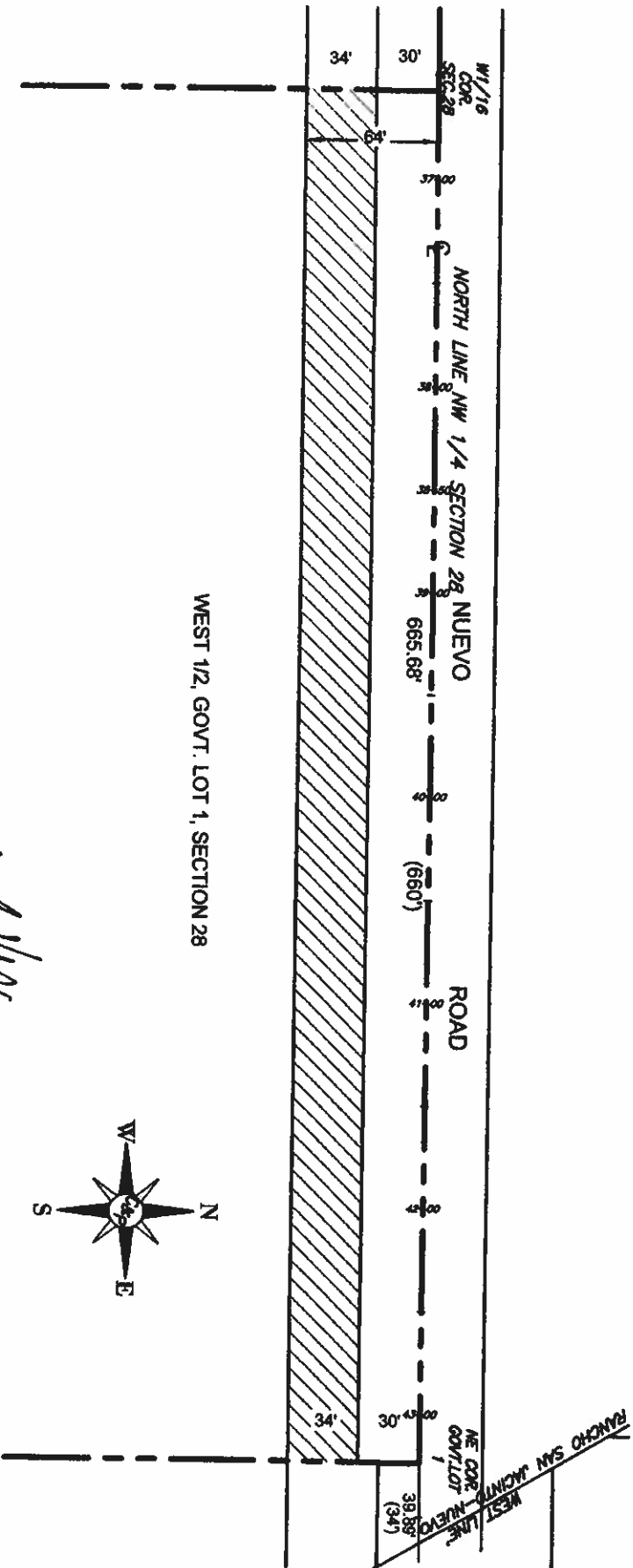

WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/13/12



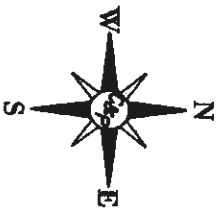
Reference: Preliminary Title Commitment Parcel: 3

EXHIBIT 'B'- STREET DEDICATION

SHEET 1 OF 1



WEST 1/2, GOVT. LOT 1, SECTION 28



() INDICATES GRANTOR BDY.
 () INDICATES ASSESSORS MAP DATA

ASSESSOR'S PARCEL NO.: 310-180-006

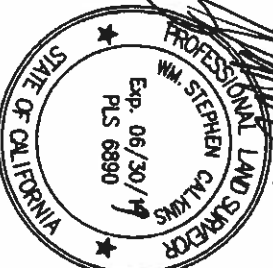
SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

DATED: 6/15/17 WM. STEPHEN CALKINS, P.L.S. 6890

SCALE: C&P SURVEYING, INC.

1' = 80'

P.O. Box 1042 Blue Jay, CA 92317
 (909) 337-8100 Call (909) 856-6016



REF: PTR-3

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and executed as of _____, 2019 by and between the CITY OF PERRIS, a municipal corporation (hereinafter “CITY”), and ANWAR TABEL (“ANWAR”) , MOHAMMAD RIBHI TABEL (“MOHAMMAD”), and AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002 (“AKRAM”; collectively referred to as “TABEL”). Hereinafter the CITY and TABEL shall be collectively referred to as the “PARTIES” and each individually as a “PARTY” and with reference to the following definitions and recitals:

RECITALS:

A. ANWAR and MOHAMMAD are the owners in fee simple of real property designated by the County Assessor for the County of Riverside as Assessor’s Parcel Nos. (“APN”) 310-180-050 and -052. AKRAM is the owner in fee simple of real property designated by the County Assessor for the County of Riverside as APN 310-180-051. APNs 310-180-050, -051 and -052 (the “SUBJECT PROPERTY”) are located on the southeast corner of Nuevo Road and Murrieta Road, in the City of Perris, County of Riverside, California.

B. TABEL are in the process of refinancing the SUBJECT PROPERTY which is currently encumbered by a deed of trust in favor of Aziz, LLC, recorded in the Official Records of the County of Riverside on December 29, 2017 as Document No. 2017-0548601. The new lender is to be Southwestern National Bank.

C. The City seeks to acquire street right-of-way in fee simple in portions of APNs 310-180-050 and 310-180-051 for the Nuevo Road Bridge Project (“PROJECT”). The City also seeks to acquire a permanent slope easement and a temporary waterline easement in portions of APN 310-180-051 for the PROJECT. The interests in real property the City seeks to acquire are referred to herein collectively as the “REAL PROPERTY INTERESTS.”

D. The City has filed an eminent domain case to acquire the REAL PROPERTY INTERESTS. *City of Perris v. Tabel, et al.*, Riverside County Superior Court Case No. RIV1817307 (the “Eminent Domain Case”). Aziz, LLC is named as a party in the Eminent Domain Case. The City desires to have instruments conveying the REAL PROPERTY INTERESTS to the City recorded after the deed of trust in favor of Aziz, LLC has been reconveyed and before the deed of trust in favor of Southwestern National Bank is recorded.

E. By entering into this Agreement, the PARTIES desire to resolve all issues related to the City’s acquisition of the REAL PROPERTY INTERESTS and FINALLY, FULLY and COMPREHENSIVELY settle the Eminent Domain Case.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby agree as follows:

AGREEMENT:

1. **Consideration.** TABEL agree to convey the REAL PROPERTY INTERESTS to the CITY for just compensation in the amount of Nine Thousand Four Hundred Dollars and Zero Cents (\$9,400.00) (“Settlement Amount”). Allocation of the compensation due to each of ANWAR, MOHAMMAD and AKRAM, shall be determined by them, and they shall inform the City of the allocation, in writing, for the City’s records.

2. **Further Compensation.** TABEL, and each of them, hereby acknowledge that the Settlement Amount and terms of this Agreement constitute full and just compensation for the REAL PROPERTY INTERESTS and any and all other claims, including, but not limited to, compensation for loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney’s fees, expert’s fees, litigation expenses and court costs recoverable pursuant to any applicable provision of the California

Code of Civil Procedure, and that they have no right to additional compensation for the REAL PROPERTY INTERESTS.

3. **Escrow**. The conveyance of REAL PROPERTY INTERESTS to the City shall be accomplished in the same escrow, or through a sub-escrow, for the refinancing of the SUBJECT PROPERTY. The City shall pay all escrow fees related to this transaction.

a. TABEL shall make the following deposits into escrow:

i. ANWAR and MOHAMMAD shall deposit into escrow a Grant Deed substantially in the form and substance of Exhibit 1 to this Agreement conveying the fee simple interest in a portion of APN 310-180-050 to the City for street right-of-way.

ii. AKRAM shall deposit into escrow a Grant Deed substantially in the form and substance of Exhibit 2 to this Agreement conveying the fee simple interest in a portion of APN 310-180-051 to the City for street right-of-way.

iii. AKRAM shall deposit into escrow a Grant of Easements substantially in the form and substance of Exhibit 3 to this Agreement conveying a permanent slope easement and a temporary waterline easement in portions of APN 310-180-051 to the City.

b. The CITY shall make the following deposits into escrow:

i. The Settlement Amount, by a check or warrant payable to AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002.

ii. A Withdrawal of Notice of Lis Pendens, notarized and in recordable form.

iii. A certificate of acceptance for each Grant Deed and the Grant of Easements deposited into escrow by TABEL.

c. The order of recording documents pertinent to the transaction between the PARTIES shall be as follows:

- i. Reconveyance of the deed of trust in favor of Aziz, LLC, recorded in the Official Records of the County of Riverside on December 29, 2017 as Document No. 2017-0548601.
 - ii. Grant Deeds and Grant of Easements deposited into escrow by TABEL.
 - iii. Withdrawal of Notice of Lis Pendens deposited into escrow by CITY.
 - iv. The deed of trust and recordable documents evidencing the lien of the new loan to be made by Southwestern National Bank.
- d. The escrow officer shall disburse funds and deliver documents from escrow as follows:
 - i. Deliver the check for the Settlement Amount to AKRAM.
 - ii. Deliver conformed copies of the recorded Grant Deed and Grant of Easements to counsel for the City.
- e. Within ten (10) business days following close of escrow, the City shall file a request for dismissal of the Eminent Domain Case.

4. **Ownership of the SUBJECT PROPERTY.** TABEL represents and warrants as a material term of this Agreement that TABEL has not heretofore assigned, transferred, released, or granted, or purported to assign, transfer, release, or grant, any claim disposed of by this Agreement, and that TABEL are the owners of the SUBJECT PROPERTY. In executing this Agreement, TABEL further warrants and represents that none of the claims released by TABEL hereunder have been, or will in the future be, assigned, conveyed, or transferred in any fashion to any other person and/or entity.

5. **Representations.** Each of the PARTIES agrees and represents that they have made such investigation of the facts pertaining to this Agreement and all matters pertaining hereto as they have determined reasonable and necessary. This Agreement is intended to be final and binding among the PARTIES hereto.

6. **TABEL's Release.** Except as provided herein, TABEL, for themselves and all of their successors, assigns, and agents, do hereby fully and forever release and discharge the CITY and all of its successors, assigns, and agents from any and all claims related to the City's acquisition of the REAL PROPERTY INTERESTS, including, but not limited to, claims for fair market value beyond the Settlement Amount and other consideration set forth in this Agreement, loss of goodwill, business value, severance damages, pre-condemnation and inverse condemnation damages, delay damages, lost rent, improvements pertaining to the realty, fixtures and equipment, relocation benefits pursuant to 42 U.S.C. § 4601, *et seq.*, or the California Relocation Assistance Law, California Government Code § 7260 *et seq.*, any regulations promulgated pursuant thereto, interest, attorney's fees, expert's fees, litigation expenses and court costs recoverable pursuant to any applicable provision of the California Code of Civil Procedure, and any other damages, costs or expenses arising from any and all actions of the CITY, and compensation of any nature whatsoever, which TABEL has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the REAL PROPERTY INTERESTS.

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

compensation of any nature whatsoever, which the CITY has or may hereafter accrue, including without limitation, any and all known and unknown, foreseen and unforeseen claims, damage and injury, relating to, or in any way, directly or indirectly, involving or arising out of any facts or circumstances related to the City's acquisition of the REAL PROPERTY INTERESTS.

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

“A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

The PARTIES hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the Civil Code of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the

foregoing, nothing in this Section 8 is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

TABEL Initials:

CITY's Initials:

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

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

11. **Modification.** No supplement, modification, amendment, or waiver of any provision of this Agreement shall be binding unless executed in writing by all of the PARTIES. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision whether or not similar, nor shall waiver constitute a continuing waiver.

12. **Binding on Successors.** This Agreement and the covenants and conditions contained herein shall obligate, bind, extend to and inure to the benefit of the PARTIES and each of their respective successors in interest.

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


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

15. **Authority.** The persons executing this Agreement on behalf of any PARTY that is not an individual represents and warrants by signing this Agreement that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON THE FOLLOWING PAGES]

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


Anwar Tabel


Mohammad Ribhi Tabel


Akram Tabel, Trustee of the Akram Tabel Trust,
dated October 15, 2002

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

CITY OF PERRIS, a municipal corporation

Richard Belmudez, City Manager

ATTEST:

Nancy Salazar
City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
June S. Ailin
Attorney for the CITY OF PERRIS

[END SIGNATURES]

EXHIBIT "1"
GRANT DEED FOR PORTION OF APN 310-180-050
[on following pages]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

(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 and sufficiency of which is hereby acknowledged, MOHAMMAD RIBHI TABEL, a married man as his sole and separate property, as to an undivided 50% interest, and ANWAR TABEL, a married man as his sole and separate property, as to an undivided 50% interest, as tenants in common ("Grantor"), hereby grant to the CITY OF PERRIS, a municipal corporation ("Grantee"), the fee simple interest in that certain portion of the real property located on the southeast corner of Nuevo Road and Murrieta Road, in the City of Perris, County of Riverside, California, which comprises portions of Riverside County Assessor's Parcel Number ("APN") 310-180-050, 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: _____
MOHAMMAD RIBHI TABEL,

Date: _____

By: _____
ANWAR TABEL

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

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 by MOHAMMAD RIBHI TABEL, a married man as his sole and separate property, as to an undivided 50% interest, and ANWAR TABEL, a married man as his sole and separate property, as to an undivided 50% interest, as tenants in common, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS pursuant to the authority conferred by a Settlement Agreement approved by the CITY OF PERRIS dated _____, 2019, and that 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

EXHIBIT "A"
STREET DEDICATION

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THOSE PORTIONS OF PARCEL "A", AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 07-0151, AS RECORDED JUNE 8, 2007 AS INSTRUMENT NO. 2007-0376790, OFFICIAL RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 310-180-050, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "1":

THE SOUTH 9 FEET OF THE NORTH 64 FEET OF SAID PARCEL "A";

EXCEPTING THEREFROM THE EAST 30 FEET OF MURRIETA ROAD, AS SHOWN THEREIN.

PARCEL "2":

BEGINNING AT THE SOUTHWEST CORNER OF ABOVE MENTIONED PARCEL "1";

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID MURRIETTA ROAD, A DISTANCE OF 17.87 FEET;

THENCE EASTERLY AT A RIGHT ANGLE TO SAID EAST LINE, A DISTANCE OF 9.00 FEET;

THENCE NORTHEASTERLY A DISTANCE OF 29.94 FEET TO A POINT IN THE SOUTH LINE OF SAID PARCEL "1", WHICH LIES EASTERLY 32.93 FEET FROM THE POINT OF BEGINNING;


THENCE WESTERLY ALONG SAID SOUTH LINE OF PARCEL "1", A DISTANCE OF 32.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED DEDICATION CONTAINS 3,072 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

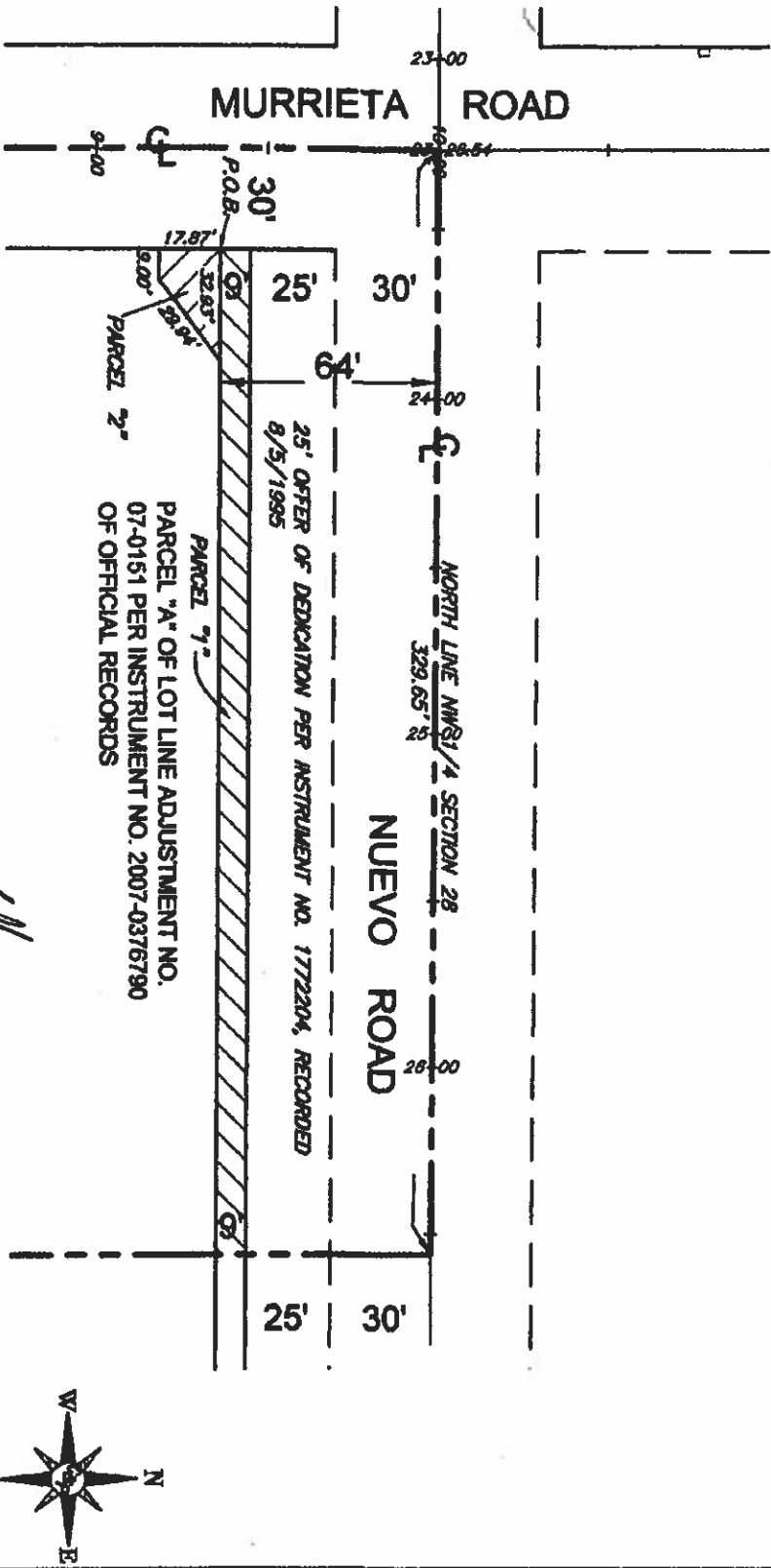

WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 7/13/17



Reference: Preliminary Title Commitment Parcel: 4

EXHIBIT 'B' - STREET DEDICATION

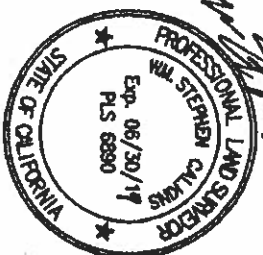
SHEET 1 OF 1



PARCEL "A" OF LOT LINE ADJUSTMENT NO. 07-0161 PER INSTRUMENT NO. 2007-0376790 OF OFFICIAL RECORDS

25' OFFER OF DEDICATION PER INSTRUMENT NO. 1772204, RECORDED 8/5/1995

Professional Land Surveyor Signature



----- INDICATES GRANTOR BODY.
P.O.B. = POINT OF BEGINNING PARCEL "2".

ASSESSOR'S PARCEL NO.: 310-180-050

SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

DATED: 7/13/17 Wm. Stephen Calkins, P.L.S. 6890

SCALE: C&P SURVEYING, INC.

1" = 50'
P.O. Box 1048 Brea Jay, CA 92317
(909) 597-8100 Call (909) 656-0016

REF: FIR-4

EXHIBIT "2"
GRANT DEED FOR PORTION OF APN 310-180-051
[on following pages]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

(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 and sufficiency of which is hereby acknowledged, and AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002 ("Grantor"), hereby grants to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain portion of the real property located on the southeast corner of Nuevo Road and Murrieta Road, in the City of Perris, County of Riverside, California, which comprises portions of Riverside County Assessor's Parcel Number ("APN") 310-180-051, 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: _____
AKRAM TABEL, as Trustee of the
AKRAM TABEL TRUST dated
October 15, 2002

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 by AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002 , by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS pursuant to the authority conferred by a Settlement Agreement approved by the CITY OF PERRIS dated _____, 2019, and that 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

**EXHIBIT "A"
STREET DEDICATION**

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL "B", AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 07-0151, AS RECORDED JUNE 8, 2007 AS INSTRUMENT NO. 2007-0376790, OFFICIAL RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 310-180-051, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 9 FEET OF THE NORTH 64 FEET OF SAID PARCEL "B";

THE ABOVE DESCRIBED DEDICATION CONTAINS 2,746 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

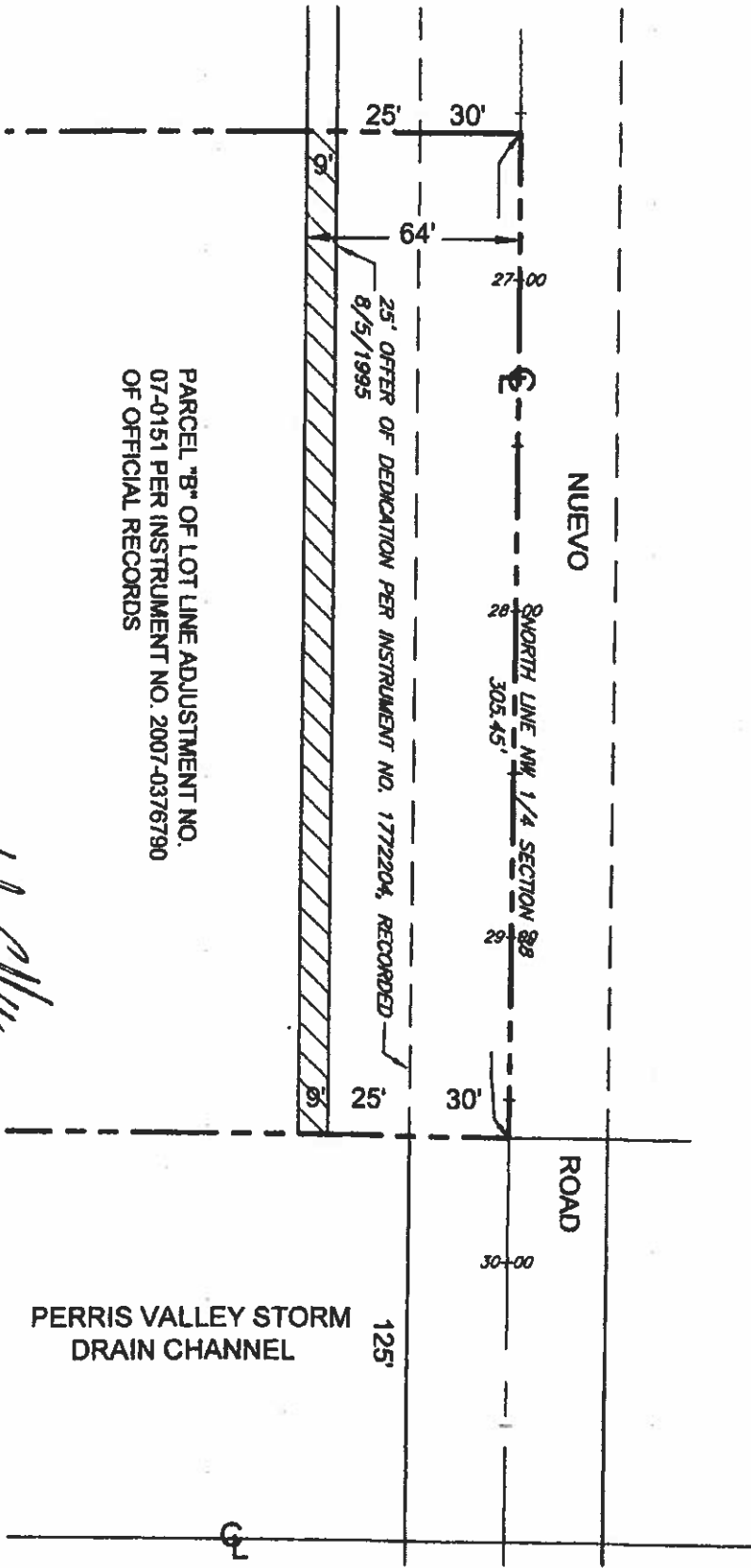

WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/13/07



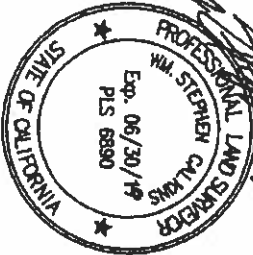
Reference: Preliminary Title Commitment Parcel: 5

EXHIBIT 'B'- STREET DEDICATION

SHEET 1 OF 1



PARCEL 'B' OF LOT LINE ADJUSTMENT NO.
07-0151 PER INSTRUMENT NO. 2007-0376790
OF OFFICIAL RECORDS



() INDICATES GRANTOR B'DY.
--- INDICATES ASSESSORS MAP DATA

ASSESSOR'S PARCEL NO.: 310-180-051
SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
DATED: 6/15/17 Wm. STEPHEN CALKINS, P.L.S. 6890
SCALE: 1" = 50'
G&P SURVEYING, INC.
P.O. Box 1042 Blythe Jay, CA 92317
(909) 337-8100 Cell (909) 856-6016

REF: PTR-54

EXHIBIT "3"
GRANT OF EASEMENT
[on following pages]

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

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

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

GRANT OF EASEMENTS

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002 ("Grantor"), hereby grants to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the following easements:

Permanent Slope Easement

A perpetual and exclusive easement for the use and benefit of Grantee to establish, construct, grade, modify, and maintain an earthen slope, together with the right to install necessary appurtenances, such as erosion control measures, which includes, but is not limited to, rock or concrete slope protection, thereon, along, under, over, through and across that portion of the real property designated by the County Recorder for the County of Riverside as Assessor's Parcel No. 310-180-051, situated in the City of Perris, County of Riverside, State of California, comprising approximately 1,050 square feet and more particularly described on Exhibit "A-1" and shown on Exhibit "B-1" attached hereto and incorporated herein by this reference ("Slope Easement Area"). Grantor agrees that within the Slope Easement Area, no permanent structure shall be placed, and no landscaping improvements shall be made, that would interfere with maintenance of the slope and/or Grantee's ability to exercise the rights conveyed herein without prior written consent of Grantee.

Temporary Waterline Easement

A temporary easement for a waterline, comprising approximately 9,301 square feet, in that certain portion of the real property located on the southeast corner of Nuevo Road and Murrieta Road, in the City of Perris, County of Riverside, California, which comprises a portion of Riverside County Assessor's Parcel Number ("APN") 310-180-051, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A-2" and depicted on the map attached hereto and incorporated herein as Exhibit "B-2." This easement shall be in effect for a period of one year from the date on which the City or its contractor for the widening of Nuevo Road in the vicinity of the easement gives written notice to Grantor, or until the recordation of the notice of completion of the Nuevo Road project has been recorded with the County Recorder for the County of Riverside. Notice to Grantor shall be sent to: Akram Tabel, 745 Hillview St, Beaumont, CA 92223. The City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the project. At the termination of the period of use of the easement area by City, but before its relinquishment to Grantor, the City shall restore the

easement area to substantially the condition it was in prior to the City's occupancy of the easement area.

The invalidity or unenforceability of any provision of this Grant of Easements with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

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: _____
AKRAM TABEL, as Trustee of the
AKRAM TABEL TRUST dated
October 15, 2002

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 by AKRAM TABEL, as Trustee of the AKRAM TABEL TRUST dated October 15, 2002 , by Grant of Easements to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS pursuant to the authority conferred by a Settlement Agreement approved by the CITY OF PERRIS dated _____, 2019, and that the CITY OF PERRIS consents to the recording of the Grant of Easements.

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

“GRANTEE”

CITY OF PERRIS

Date: _____

By: _____
Richard Belmudez, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

EXHIBIT "A-1"
SLOPE EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL "B", AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 07-0151, AS RECORDED JUNE 8, 2007 AS INSTRUMENT NO. 2007-0376790, OFFICIAL RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 310-180-051, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 15 FEET OF THE SOUTH 70 FEET OF THE NORTH 134 FEET OF SAID PARCEL "B";

THE ABOVE DESCRIBED EASEMENT CONTAINS 1050 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:


WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/15/17



Reference: Preliminary Title Commitment Parcel: 5

EXHIBIT "A-2"
TEMPORARY WATER LINE EASEMENT

IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THAT PORTION OF PARCEL "B", AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 07-0151, AS RECORDED JUNE 8, 2007 AS INSTRUMENT NO. 2007-0376790, OFFICIAL RECORDS OF SAID COUNTY AND STATE, ALSO KNOWN AS A.P.N. 310-180-051, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 71 FEET OF THE SOUTH 131 FEET OF THE NORTH 195 FEET OF SAID PARCEL "B";

THE ABOVE DESCRIBED EASEMENT CONTAINS 9,301 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B", ATTACHED HERETO, FOR GRAPHIC REPRESENTATION.

C & P SURVEYING, INC.

PREPARED UNDER THE SUPERVISION OF:

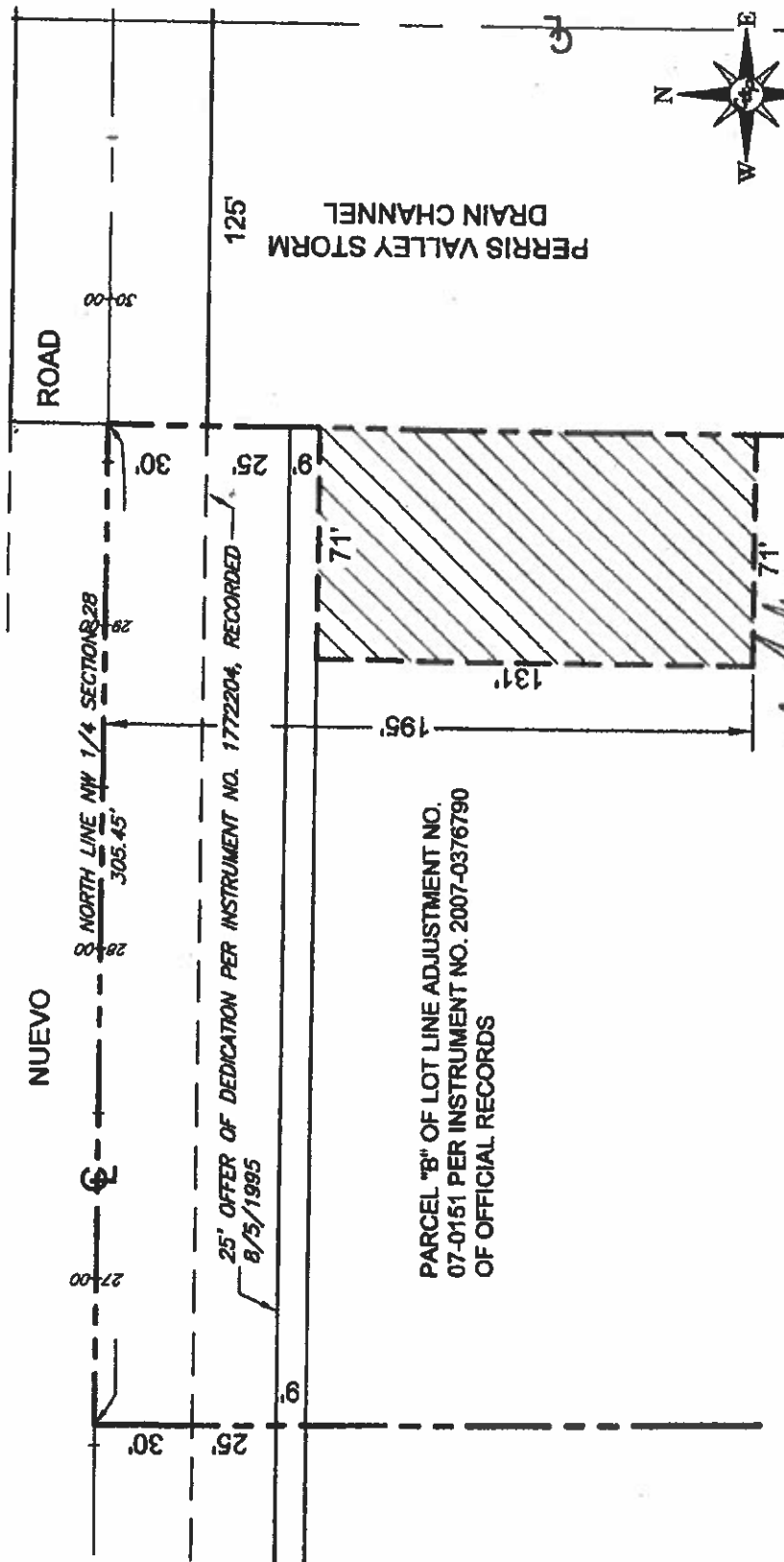

WM. STEPHEN CALKINS, P.L.S. 6890
DATE: 6/15/17



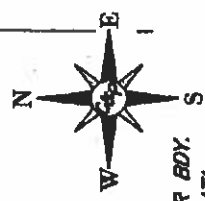
Reference: Preliminary Title Commitment Parcel: 5

EXHIBIT 'B-2' - TEMPORARY WATERLINE EASEMENT

SHEET 1 OF 1



125
PERRIS VALLEY STORM DRAIN CHANNEL

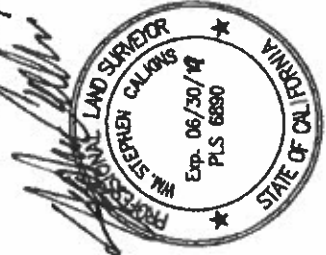


() INDICATES GRANTOR BDY.
 () INDICATES ASSESSORS MAP DATA

ASSESSOR'S PARCEL NO.: 310-180-051
 SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.
 DATED: 6/15/17 WM. STEPHEN CALKINS, P.L.S. 6890
 SCALE: 1" = 50'
 C&P SURVEYING, INC.
 P.O. Box 1043 Elmo Jay, CA 92317
 (909) 337-8100 Cell (909) 856-6016

25' OFFER OF DEDICATION PER INSTRUMENT NO. 1772204, RECORDED 8/5/1995

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 07-0151 PER INSTRUMENT NO. 2007-0376790 OF OFFICIAL RECORDS



REF: PTR-5C



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Emergency Asphalt Street Repairs at various locations throughout the City.

REQUESTED ACTION: Approve payment for emergency asphalt repairs.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION:

As a result of inclement weather impacting and undermining city streets there were a number of reported areas that were in need of immediate repair. Potholes along Indian Ave, Nevada Road, Goetz Road and Case Road created asphalt undermining that required immediate repairs to ensure passenger vehicle safety. Public Works evaluated damages and moves forward with the repairs. The repairs were completed by NPG and consisted of grinding out and replacement of asphalt materials in areas indicated, re-stripping per existing layout as well as clean up and traffic control. The repair cost is attached for review.

Inclement weather events and their impacts occur annually, therefore Public Works will be requesting additional funding to the current budget at the mid-year fiscal report. The Public Works sub-committee discussed this item on February 28, 2019 during their meeting.

Staff is requesting Council approve payment to NPG for emergency asphalt repairs in the amount not to exceed \$112,300.

BUDGET (or FISCAL) IMPACT: There will be no budgetary impact, sufficient funding has been allocated in CIP S036 for Annual Pothole Repair.

Prepared by:

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments: NPG Estimates

Consent: X

P.O. Box 1515
Perris, CA 92572

Phone # 951-940-0200
Fax # 951-940-9192

please visit our web site "www.npgasphalt.com"
CA License No. 664779



INVOICE

DATE	INVOICE #
2/1/19	1117551

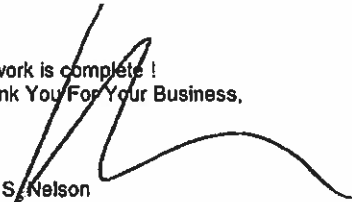
BILL TO
City of Perris 1015 South "G" Street Perris, California 92570

SERVICE LOCATION
City of Perris Street Maintenance Exhibit "C" Goetz Rd. Perris, CA 92570

NPG JOB #	P.O. #	TERMS	DUE DATE	SERVICE DATE	REP
19033-C		Due Upon Completion	2/1/19	1/21/19	LT

DESCRIPTION	AMOUNT
NPG CONTRACT NO. 19-00049	
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)	36,990.00
2. Re-stripe 68' yellow skip line, 250' fog line with water based paint, and glass beads. (Includes RPM's as per existing)	

All work is complete!
Thank You For Your Business.



Jeff S. Nelson
President, NPG Corp

You're a Valued Customer. Thank You for choosing NPG

*Please Pay From This Invoice & Make Payable To "NPG CORPORATION"
*ALL joint checks must be endorsed with signature guarantee from bank.
*NPG reserves the right to re-invoice due to clerical error(s).
*PLEASE NOTIFY NPG IF NOTICE OF COMPLETION or NOTICE OF CESSATION
HAS BEEN FILED VIA CERTIFIED MAIL

Total	\$36,990.00
Payments/Credits	\$0.00
Balance Due	\$36,990.00

P11. (760) 328-9400 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00049

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

Cont. Lic. #664779
www.npgasphalt.com

We Handle All Phases of Asphalt
HOA Specialist

"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 "C"
Goetz Rd.
Perris, CA 92570

NPG Job # 19033C

Attention: Jessica Bravo
Phone: 951-657-3280 x:241 Fax: 951-943-1871 E-mail: Jbravo@cityofperris.or

Estimator: IT/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 total, ng 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

RECEIVED
JAN 28 2019

BY:

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.

DANIEL HARTWILL PN DIRECTOR
Accepted by: Print Name Title

Authorized Signature

1/28/19
Date

P.O. Box 1515
 Perris, CA 92572
 Phone # 951-940-0200
 Fax # 951-940-9192

please visit our web site "www.npgasphalt.com"
 CA License No. 664779




INVOICE

DATE	INVOICE #
2/1/19	1117549

BILL TO
City of Perris 1015 South "G" Street Perris, California 92570

SERVICE LOCATION
Exhibit "A" Indian Ave. Perris, CA

NPG JOB #	P.O. #	TERMS	DUE DATE	SERVICE DATE	REP
19033 -A		Due Upon Completion	2/1/19	2/1/19	LT

DESCRIPTION	AMOUNT
NPG CONTRACT NO. 19-00047	
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)	10,997.00
2. Re-stripe 186' yellow skip line & 80' fog line with water based paint, and glass beads.	
All work is complete! Thank You For Your Business.	
 Jeff S. Nelson President, NPG Corp	

You're a Valued Customer. Thank You for choosing NPG

*Please Pay From This Invoice & Make Payable To "NPG CORPORATION"
 *ALL joint checks must be endorsed with signature guarantee from bank.
 *NPG reserves the right to re-invoice due to clerical error(s).
 *PLEASE NOTIFY NPG IF NOTICE OF COMPLETION or NOTICE OF CESATION
 HAS BEEN FILED VIA CERTIFIED MAIL

Total	\$10,997.00
Payments/Credits	\$0.00
Balance Due	\$10,997.00

PH (760) 310-9600 Desert Division
PH (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00047

NPG ASPHALT
1354 Jet Way
Perris, CA 92571

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ESTIMATE TO (Client)
City of Perris
1015 South "G" Street
Perris, California 92570

NPG Job # 19033A

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 x241 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 1" 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 coat

RECEIVED
JAN 28 2019

BY:

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.

DARYL MADWILL
Accepted by Print Name

IN DIRECTOR
Title

Authorized Signature

1/28/19
Date

Perris, CA 92572

Phone # 951-940-0200

Fax # 951-940-9192

visit our web site "www.npgasphalt.com"

CA License No. 664779




INVOICE

DATE	INVOICE #
2/22/19	1117575

BILL TO
City of Perris 1015 South "G" Street Perris, California 92570

SERVICE LOCATION
26292 San Jacinto Ave. Perris, CA 92571

NPG Job #	P.O. #	Terms	Due Date	Rep	Service Date
19056		Due Upon Co...	2/22/19	LT	2/20/19

Description	Qty	Units	Unit Price	Total
T & M RENTAL				
PREVAILING WAGE APPLIES				
EQUIPMENT				
3-5 Ton Vibratory Roller (bare - per day)	1	DAY	300.00	300.00
Equipment Moves In/Out ~	1	LS	400.00	400.00
248 CAT W/18" Grinder *First 4 hours	1	LS	1,500.00	1,500.00
Additional 4 hours at \$150 per hour.	4	HOURS	150.00	600.00
Includes Moves In/Out, Operator and travel				
10 Wheel Dump Truck	8	HOURS	120.00	960.00
Crew Truck w/Tools (bare - per day)	1	DAY	350.00	350.00
MATERIAL				
Asphalt (4.14 tons at \$80 per ton)	4.14	TONS	80.00	331.20
Tack (1 bucket)	1	LS	49.00	49.00
Sand	1	BAG	13.00	13.00
Dump Fees (1 Load)	1	LOAD	120.00	120.00
LABOR				
Rollerman	8	HOURS	90.00	720.00
Raker x 2 men at 8 hours each.	16	HOURS	78.00	1,248.00
Fuel Surcharge *Roller and CAT	2	LS	75.00	150.00
Operator Travel Time	1		45.00	45.00
All work is complete ! Thank You For Your Business,  Jeffrey M. Nelson Vice-President, NPG Inc.				
			Total	\$6,786.20

*Please Pay From This Invoice & Make Payable To "NPG CORPORATION"
 *ALL joint checks must be endorsed with signature guarantee from bank.
 *NPG reserves the right to re-invoice due to clerical error(s).
 *PLEASE NOTIFY NPG IF NOTICE OF COMPLETION or NOTICE OF CESSATION HAS BEEN FILED VIA CERTIFIED MAIL

Payments/Credits	\$0.00
Balance Due	\$6,786.20

P.O. Box 1515
 Perris, CA 92572
 Phone #951-940-0200
 Fax #951-940-9192



INVOICE

please visit our web site "www.npgasphalt.com"
 CA License No. 664779

DATE	INVOICE #
2/24/19	1117577

BILL TO
City of Perris 1015 South "G" Street Perris, California 92570

SERVICE LOCATION
Case Rd. & Murrieta Rd. Perris, CA 92571

NPG JOB #	P.O. #	TERMS	DUE DATE	SERVICE DATE	REP
19060		Due Upon Completion	2/24/19	2/22/19	JMN

DESCRIPTION	AMOUNT
<p>NPG CONTRACT NO. 19-00073</p> <p>ASPHALT REPAIRS</p> <ol style="list-style-type: none"> Mobilize. Remove 3,550 sq. ft. at 4" deep in 12 locations. Load, haul, and dispose of legally offsite. Grade and compact native soil in 12 locations totaling approx. 3,550 sq. ft. Apply tack coat. Place 4" of 1/2" PG 64-10 in 12 locations totaling approx. 3,550 sq. ft. Roll and compact. Tack and sand edges. Touch up striping only in areas affected by 12 repairs. Demobilize. <p>All work is complete! Thank You For Your Business,</p> <p>Jeff S. Nelson President, NPG Corp</p>	17,500.00

<i>You're a Valued Customer. Thank You for choosing NPG</i>	Total	\$17,500.00
	Payments/Credits	\$0.00
	Balance Due	\$17,500.00

*Please Pay From This Invoice & Make Payable To "NPG CORPORATION"
 *ALL joint checks must be endorsed with signature guarantee from bank.
 *NPG reserves the right to re-invoice due to clerical error(s).
 *PLEASE NOTIFY NPG IF NOTICE OF COMPLETION or NOTICE OF CESSATION
 HAS BEEN FILED VIA CERTIFIED MAIL

PH. (760) 328-9600 Desert Division
PH. (951) 940-0200
FAX (951) 940-9192



CONTRACT# 19-00085

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: 2/25/19
PROJECT: Asphalt Repairs
LOCATION: Goetz Rd. @ Mapes Rd.
Perris, CA 92571

Attention: Nelson T.

Phone: 951-483-0089

Fax: 951-943-1871

E-mail: nthomas@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.

ASPHALT REPAIR

1. Mill off, remove 5' wide x 630' long existing asphalt for new drainage improvement.
2. Grade, excavate & recompact 4' x 630' long embankment for new drainage improvement.
3. Pave 6" thick of asphalt 9' wide x 630' long per enclosed site plan in 2 lifts.
4. Re-stripe (+ or -) 600' white water-based paint fog line with glass beads.

Total Items 1-4:.....\$39,990.00

***Price is valid through June 30th, 2019

**Note: Project will be completed in 1 move-in.

**Note: The road will be closed during construction, NPG will furnish & place all detour signage as needed per W.A.T.C.H manual.

**Note: All work is to be done during the daytime, on a weekday between 7am - 4 pm.

**Note: The pulverized materials will be utilized as sub base for new pavement, no haul off.

**Note: Price includes prevailing wages.

**EXCLUSIONS: Permits, and traffic control plan.

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.

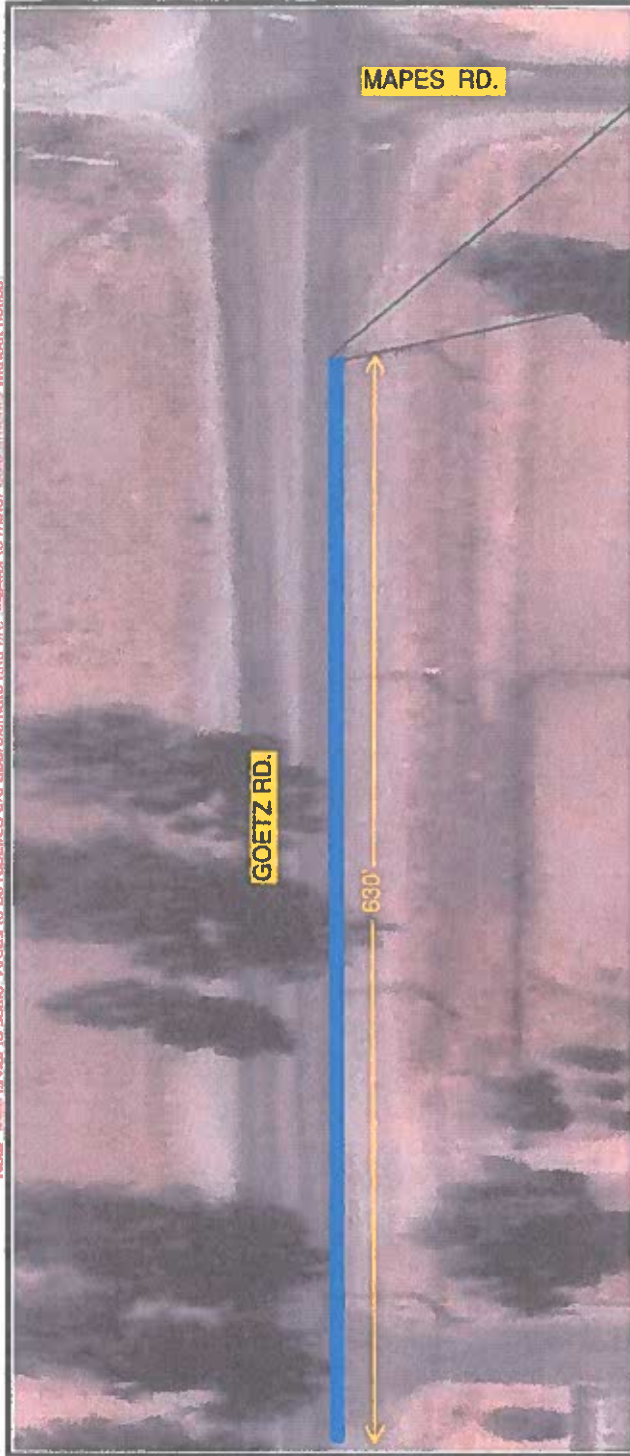
Accepted by: Print Name

Title

Authorized Signature

Date

*Note: Map is not to scale. Areas to be repaired are approximate and are subject to minor adjustments without notice.

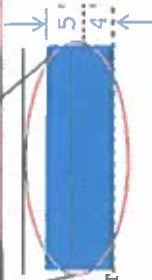


EXISTING CENTER LINE

EXISTING FOG LINE

EXISTING EDGE OF PVMT

NEW EDGE OF PVMT



5' REPLACEMENT & 4' EXPANSION
630' LONG X 6" THICK IN 2 LIFTS
RESTRIPE 600' WATER-BASED
PAINT FOG LINE W/ GLASS BEADS

NPG
ASPHALT
Lou Ton - Project Engineer
tonl@npgasphalt.com

WWW.NPGASPHALT.COM
1530 4th Way, Perris, CA 92571
Inland Empire: 951.944.2000 Toll
San Diego: 619.444.7100 Fax
Desert Division: 760.252.2800 Toll

CITY OF PERRIS
ROAD REPAIR/MAINTENANCE
GOETZ RD NORTH OF MAPES
PERRIS, CA 92571

EXCLUDES PERMIT & TRAFFIC CONTROL PLAN
THE ROAD WILL BE CLOSED DURING CONSTRUCTION
NPG WILL FURNISH & PLACE ALL DETOUR SIGNAGE AS
NEEDED PER W.A.T.C.H MANUAL. ALL WORKS TO BE
DONE DAYTIME, WEEKDAY BETWEEN 7AM-4 PM



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Purchase of replacement vehicles.

REQUESTED ACTION: Approve Purchase of four (4) replacement CNG trucks for Public Works and two (2) alternative fuel vehicles utilizing AQMD funds.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION:

The Public Works Department is requesting the replacement of four existing Compressed Natural Gas (CNG) vehicles due to CNG tanks approaching expiration date. Per federal use standards, these CNG vehicles will not be legally operational once fuel tank expires. To ensure vehicles are replaced as needed PW will move forward with replacement as soon as possible. There is a 4-8 month lead time needed on the request of CNG trucks. Additionally, Public Works will be replacing two (2) alternative fuel vehicles. Estimated cost of the all vehicles is not to exceed \$232,000. Vehicle replacement was presented to Public Works sub-committee on February 28, 2019.

Staff is recommending the purchase of four (4) CNG vehicles and two (2) alternative fuel replacement vehicles through Air Quality Management District (AQMD) funds. The purchase of these vehicles are in accord with the City's Vehicle Replacement policy and will enable City Staff to continue providing quality services to the community.

BUDGET (or FISCAL) IMPACT: There will be no budgetary impact, vehicles will be purchased with available AQMD funds.

Prepared by:

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____

Attachments:

Consent: X



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: HDL Business License Software and Service to provide needed automated improvement in the Business License procedures

REQUESTED ACTION: Authorize the City Manager to execute the contract with HDL Software LLC for a new web-based interactive business license software and to provide business license services for the City

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:

On October 25, 2018, the Ways and Means Subcommittee reviewed a presentation of the proposal by HDL Software LLC for the provision of web-based business license software and services. On February 28, 2019, the Ways and Means Subcommittee further reviewed a presentation of the process improvement benefits derivable from implementation of the HDL web-based business license software and services. The Subcommittee approved for Staff to proceed with the HDL proposal. The HDL software will provide a web-based capability to enable our business license customers to perform business license transactions online at home or in their office without the inconvenience of visiting multiple City Departments for the license. HDL will administer the web-based software and perform the actual issuance of the business licenses on behalf of the City. The City's Business License Staff will focus on providing business-friendly services / advice to the customers as a complement to the City's efforts to attract and retain businesses in the City.

The City's current business license software entails the need for a customer to submit paper applications and supporting documents to the Development Services Department and the Business License Unit of the Finance Department. The customer is physically required to visit the two departments and may do so multiple times to ensure completeness of the required documents before issuance of the business license. The current procedures entail inconvenience to customers who prefer online processes. HDL web-based business license software will enable the customers to submit business license applications online, attach required documents, pay the required fees online and print the licenses from the web. The customers could also renew the business licenses online and pay the required fees without visiting the Finance Department. Overall, HDL software and services will improve the City's business license services to the customers and enhance the ability of the City Staff to provide business-friendly advice to the customers. During implementation of the business license software, the City Staff will also work with HDL to update the old business license ordinance.

HDL proposed a fee of \$14 per processed business license account per year. Staff is recommending passing on the \$14 to the businesses upon application or renewal of the licenses. The City currently charges \$104 for a regular business license (contractors pay a fee of between \$37.50 and \$100 for quarterly business license). The \$14 pass-through charge will increase the regular fee to \$118. A review of business license fees of neighboring Cities in the County of Riverside shows that the City's proposed new fee of \$118 is within the average charged by other Cities (please see the attached list of comparable Cities).

City staff recommends that the City Council approve the agreement for professional services with HDL and authorize City Manager to execute the agreement.

BUDGET (or FISCAL) IMPACT:

This contract is for an initial two-year term and will be renewed every year thereafter subject to a maximum of 3 renewals. The cost for the first year of the initial two-year contract is \$14.00 per year per processed business license account with a total amount not to exceed \$48,000 per annum. The total costs for the subsequent years will include CPI increases which will be between 2% and 10%, and will be impacted by the number of new businesses that applied for business license. The City will reimburse the Consultant for any incidental costs such as travel expenses requested in writing by the City.

Fiscal year 18/19 will incur an annual fee of \$48,000 while Fiscal Year 19/20 will incur an annual fee of \$48,000 plus any increases due to new businesses and CPI increase to be determined at the beginning of the 2019/2020 fiscal year. These annual fees will be passed through to each business once the new processes are in place and HDL has taken over their portion of our processing needs.

Prepared by: Stephen Ajobiwe, Finance Manager

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____



Attachments:

1. Proposed Contract
2. HDL Proposal
3. Information Flyers
4. Business License Fees Comparison
5. List of Neighboring Cities Using HDL Services
6. Business License Process Improvement Presentation

Consent: X

Public Hearing:

Business Item:

Presentation:

Other:

Proposed Contract

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR BUSINESS LICENSE SOFTWARE AND SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this _____ day of _____, 2019, by and between the City of Perris, a municipal corporation ("City"), and HDL SOFTWARE LLC, a California company, hereinafter referred to as HDL ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

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

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of forty eight thousand dollars (\$48,000) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

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

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

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

3.0 PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect for two (2) years from the date hereof, except as provided in the Schedule of Performance (*Exhibit "D"*). After the initial term, the City may, in its sole discretion, extend this Agreement by a maximum of three (3) additional terms of one (1) year each.

4.0 COORDINATION OF WORK

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

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 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 \$1,000,000.00 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 5.1 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 5.1 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 5.1.

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the

concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to

completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
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

1. Business License Tax Operations Management

Consultant shall provide administration and processing services to the City for its Business License Tax Operations pursuant to the requirements of the City's Municipal Code as follows:

- 1.1. **Tax Registration Database Management** – Consultant shall transfer the City's existing business license databases into Consultant's internal administration tools. Consultant will maintain the data and provide copies of data or reports at the City's request. While access to online systems will be available for the City to use at its discretion, City will not be required to use or maintain any software in house for managing the business license registry.
- 1.2. **Renewal Processing** – Consultant shall send active business license accounts a renewal notice within 30 days of the renewal period end date. Consultant shall ensure such notices contain information relating to business license renewal, including all applicable forms necessary to complete the renewal process.
- 1.3. **New Account Processing** – Consultant shall process any new business license applications and complete the new account registration process in a timely fashion. Consultant shall also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.
- 1.4. **Payment Posting/Processing** – Consultant shall process all payments for new and renewal business license accounts. Consultant shall update the payment information for business license accounts and revenues will be remitted to the City less banking and related processing fees on no less than a monthly basis.
- 1.5. **Business Support Center** – Consultant shall provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to Consultant's business license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line. Consultant shall monitor quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.
- 1.6. **On-Line Filing & Payment Processing**
 - 1.6.1. Consultant shall register a City-approved domain name which will serve as the starting point for all on-line filing and payment processing activities. Consultant shall make available options for businesses to visit a website, linked to the City's website, to submit online transactions. Such options may include Consultant's "Flex File" system. This City specific site is designed to look and feel like the City's own web

pages and ensures a level of continuity between the business community, the City, and Consultant.

1.6.2. Consultant shall process all payments received in an expedited manner. License accounts shall be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. Consultant's payment acceptance process shall accept the following payment types:

- 1.6.2.1. Check/Money Order/Cashier's Check
- 1.6.2.2. E-Check
- 1.6.2.3. Debit Cards
- 1.6.2.4. Credit Cards (Visa, MasterCard, Discover, and American Express)
- 1.6.2.5. Check by Phone

Consultant currently utilizes multiple payment gateway providers for on-line payment acceptance. Consultant shall work with the City to determine which provider, rate structures, and card types meet the City's needs. Consultant can also utilize the same provider and process used by the City's current on-line functionality.

1.7. City's responsibilities

1.7.1. Data – City will provide its relevant business license databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate Consultant's invoicing of services, to Consultant according to a schedule mutually acceptable to both Consultant and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as Consultant's right to invoice for services rendered continues.

1.7.2. City agrees to use reasonable and diligent efforts to collect, or to assist Consultant in the collection of, deficiencies identified by Consultant pursuant to this Agreement.

EXHIBIT "B"

SPECIAL REQUIREMENTS

A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

- a. Software License. If access to any Consultant software systems are provided to City as part of this Agreement, Consultant hereby provides a license to the City to use Consultant's software while the associated service is in effect through this Agreement. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of Consultant. In the event of a breach of this provision (And without limiting Consultant's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to Consultant. Upon termination and subject to the City's obligations under California law, including record retention laws and the California Public Records Act, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
- b. City Data. Consultant acknowledges that the data provided by the City ("Agency Data") during the course of this Agreement is the property of the City. City authorizes Consultant to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the City in a format acceptable to both the City and Consultant.
- c. Consultant Proprietary Information. As used herein, the term "proprietary information" means any information which relates to Consultant's software systems, audit processes or related services, techniques, or general business processes. City shall hold in confidence and shall not disclose to any other party any Consultant proprietary information in connection with this Agreement, or otherwise learned or obtained from the Consultant in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information. Further, the terms of this section shall in no way limit the City's obligations to comply with any applicable law, including, but not limited, the California Public Records Act (commencing at California Government Code §6250 *et seq.*) ("Applicable Laws"). Consultant shall, to the fullest extent permitted by Applicable Laws, indemnify, hold harmless, release and defend the City, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including Consultants' and attorneys' fees and other defense expenses) and liabilities of any nature that may be asserted by any person or entity, to the extent arising out of a third party's

request for disclosure of proprietary information under the Applicable Laws. The obligations under this paragraph shall be in addition to any other obligation to indemnify, hold harmless, release, and defend the City by Consultant under this Agreement.

- B. OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at Consultant's hourly rates in effect at the time service is requested pursuant to Section 1.6 of the Agreement. Consultant will provide City a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, Consultant's standard hourly rates range between \$75 and \$275 per hour.
- C. MISCELLANEOUS EXPENSES.** Consultant shall notify the City of any miscellaneous expenses and request written authorization to proceed. Consultant will not be reimbursed for any miscellaneous expenses unless authorized by the City in writing. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.
- D. LICENSE, PERMITS, FEES AND ASSESSMENTS.** Consultant shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist Consultant in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

1. **Business Tax Operations Management Services**

1.1. **Compensation** - Consultant's compensation for performing Business License Tax Operations Management, as provided in Section 1 of Exhibit A, related to business license is a fee of \$14.00 (fourteen dollars) per processed business license tax account, per year. In order to receive payment under this Agreement, Consultant shall invoice the City pursuant to Section 2 of this Agreement. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.

1.2. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. Consultant is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable. However, Consultant shall obtain written approval from the City prior to incurring any travel expenses.

2. **Payment**

Consultant will provide detailed invoices for all work completed in compliance with Section 2 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I.** Consultant shall commence Services under this Agreement within 45 days of this Agreement's execution by the parties.
- II.** Consultant shall perform all Services timely in accordance with the Project Schedule developed by Consultant and subject to the written approval of the Contract Officer.

HDL Proposal

City of Perris, CA

REVENUE ENHANCEMENT SERVICES

October 18, 2018

HdL  Companies

SUBMITTED BY
HdL Companies
160 Via Verde Suite 150
San Dimas, CA 91773
Hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Stephen,

Thank you for the opportunity to present this proposal for HdL's services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

This proposal is valid until December 31, 2018.

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

OPTION 1

Prime Business License Software with Web Module

Service	Compensation
HdL Prime Software Suite	\$30,000. 3 user license
Implementation	\$9,500.00
Data Conversion	\$7,000.00
Web Module	Included – Must use HdL supported FIS Global Payment Gateway – Non supported gateways will require a programming charge of \$5,000.
1 Day of Training	Included
Standard Reports	
TOTAL	\$46,500.00

Annual Use Fee	\$8,500.00 Due at Prime core system "go live" – Renewed annually + CPI
HdL Hosted Solution (OPTIONAL)	\$250.00 per month (includes 3 remote access licenses). Additional licenses are \$15.00 each per month.

Does not include TOT/STR tracking, Cannabis tracking, Data file transfer.

OPTION 2

Business License Administration Services

Business License Tax Administration Services	\$14.00 per account/per year + CPI
Revenue Discovery Audits	35% of all recovered revenue 35% of all recovered revenue

General Scope of Work

Business License Tax Administration Services

HdL offers robust solutions for managing compliance of municipal Business License Taxes and its related functions. HdL is ever mindful of the important role that customer service plays in the successful implementation of a compliance and revenue collection program. Therefore, HdL will make every effort to ensure that all communications with the City's business community is kept at a professional level maintaining a careful balance between compliance, revenue collection, tactfulness, sensitivity and taxpayer education.

The Business License Tax Administration Service provides a turnkey approach for local governments that need assistance with administering business license taxes. Our team of experts can manage all or parts of the business tax operations conducted by the City. When combined with the Compliance Management services, the City receives the benefit of increased revenues and superior customer service, while reducing internal costs and gaining efficiencies.

Business License Tax Administration (Includes Revenue Discovery/Audits)

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File*, businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check

- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax - Revenue Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File*, businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services

underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a prerequisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services.

Business License Tax – Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

Information Flyers



“ Excellent software,
great customer service. ”

“ It is fantastic. The customers
really love it and the staff
love the software because it
is easy to use. ”

Founded in 1983, HdL is widely recognized and respected for its dedication and service to local government professionals and the municipalities they lead. HdL is the only full service local tax solution provider. Whatever your goal, HdL can help you achieve it.



Trusted by **400+** Local
Government Agencies



Experienced
Municipal Experts



High Client
Satisfaction & Retention



Excellent
Customer Support



Enjoy client service without limits.

We support you, not just our software. Our municipal expertise can assist you with business processes, best practices, legislative insight, fee studies and much more.



Don't settle for an "Enterprise" module when you can have the best.

Only HdL's solution is designed specifically for local tax by a leader in municipal finance, refined through collaborative input from hundreds of municipalities, and employs the latest technologies and user experience techniques. We'll also integrate with your other systems, allowing you to enjoy the best without compromise.



HdL is the most widely selected local tax software provider.

Only HdL provides all of the following: cost effective pricing so as to be available to municipalities of all sizes, extensive municipal expertise, high quality customer support, powerful features, elegant design, and intense dedication to our local government clients.



HdL's online business portal streamlines the process for both your team and your business community.

Offering quick and simple tax calculations, payments and electronic notifications, the online business portal enables a higher level of customer service and efficiency.



CONTACT US ANYTIME!



(909) 861- 4335



info@hdlcompanies.com
www.hdlcompanies.com



1340 Valley Vista Drive
Diamond Bar, CA 91765

Increase Efficiency • Improve Customer Service • Maximize Revenues • Empower Your Team

STR related challenges
are now impacting
every community.

HdL can help.

Founded in 1983, HdL is widely recognized and respected for its dedication and service to local government professionals and the municipalities they lead. HdL's short term rental services help you respond to the STR challenge through reliable discovery, compliance, licensing, and tax collection services.

Whatever your goals, HdL can help you achieve them.

In Partnership With



Trusted by **400+** Local
Government Agencies



Experienced Municipal
Revenue Professionals



High Client
Satisfaction & Retention



Business Friendly
Support Team



STR Compliance Services

Maximize compliance and revenues without straining business relations.

HdL's short term rental compliance service ensures entities subject to taxation or licensure are properly registered and accurately reporting. HdL has partnered with STR Helper to ensure our STR compliance services are the most comprehensive and reliable available. We work with you to craft a program tailored to meet your needs. The outcome is increased revenues and compliance while maintaining a business friendly education centric approach, thus reducing the challenges normally associated with compliance efforts.



Revenue Management Services

Rest easy, we've got this.

Eliminate the headaches generally associated with managing your short term rentals. HdL's experienced team will handle all aspects of operations, discovery and compliance, including all contact with taxpayers, mailing and postage, software hosting, audits, and revenue collections; thus allowing your team to focus its efforts on other areas of strategic importance. HdL's service includes the market leading HdL Prime tax software, giving your taxpayers the convenience of expanded online functionality for filings and payments. HdL's revenue management service will help you improve customer service through use of the latest technologies, increase revenues through efficient collections and dedicated attention to compliance, while also decreasing costs of operation.



Management Support Services

Municipal revenue experts at your service.

HdL is uniquely capable of lending a helping hand wherever it is needed. Support services are developed and implemented on a client-by-client basis, addressing even the most unique needs. Services like business process analysis, fee studies, code reviews, and temp staffing are a few examples of how HdL can support your operations.



Software Solutions

Empower your team and improve customer relations.

HdL is the most widely selected local tax software provider for good reason. Only HdL provides all of the following: cost effective pricing, extensive municipal expertise, high quality customer support, powerful features, elegant design, and intense dedication to our local government clients. With HdL you'll enjoy client service without limits and powerful software without compromise. Don't settle for an Enterprise module when you can have the best.



CONTACT US ANYTIME!



(909) 861- 4335



info@hdlcompanies.com
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1340 Valley Vista Drive
Diamond Bar, CA 91765

With offices in:

- Pleasanton
- Fresno
- San Dimas

Increase Efficiency • Improve Customer Service • Maximize Revenues • Empower Your Team

Business License Fees Comparison

CITY OF PERRIS Business License Fees Comparison

No. City	Fees Computation	Fees Example	Assumption
1 City of Lake Elsinore	Flat Fees (various) PLUS Miscellaneous Fees	\$ 124.00	General Business with 5 employees
2 City of Wildomar	Flat Fees***	\$ 49.00	All Businesses
3 City of La Quinta	Fees based on Gross Receipt and Class of Business	\$ 139.00	"Class 2" business with Gross Receipt of \$750,000 per year
4 City of San Jacinto	Flat Fees PLUS "Graduated Scale Fees"***	\$ 100.00	General Business with 3 employees
5 City of Hemet	Fees PLUS "Graduated Scale Fees"	\$ 124.00	Ice Cream Truck with one employee
6 City of Menifee	Flat fees PLUS \$40 Zoning Fee per Quarter	\$ 109.00	Fees for a new Business that applied in March 2019
7 City of Murrieta	Flat Fees of \$75 PLUS "Graduated Scale Fees "	\$ 171.60	A business with Gross Receipt of \$750,000 per year
8 City of Temecula	Flat Fee of \$39***	\$ 39.00	All businesses
9 City of Moreno Valley	Flat fee of \$61 PLUS "Graduated Scale Fees"	\$ 268.50	"Category A" business with Gross Receipt of \$750,000
10 City of Rialto	Fees based on Gross Receipt and Type of Business	\$ 173.70	Professional business with Gross Receipts of \$750,000
11 City of Riverside	Base Tax PLUS "Graduated Scale Fees"	\$ 448.25	Professional business with one professional employee
12 City of Canyon Lake	Flat Fee of \$131 effective January 1, 2019	\$ 161.00	All businesses
13 City of Perris	Flat Fee of \$104 (Contractor rates are between \$75 and 325)	\$ 104.00	Professional business with Gross Receipts of \$750,000

*** Fees below the City of Perris Business License Fee

List of Neighboring Cities Using HDL Services

SOME OF HDL BUSINESS LICENSE CLIENTS

Neighboring Cities:

City of Riverside, CA

City of Menifee, CA

City of Murrieta, CA

City of Upland, CA

Others:

City of Beverly Hills, CA

City of West Covina, CA

City of Pacific Grove, CA

Business License Process Improvement Presentation

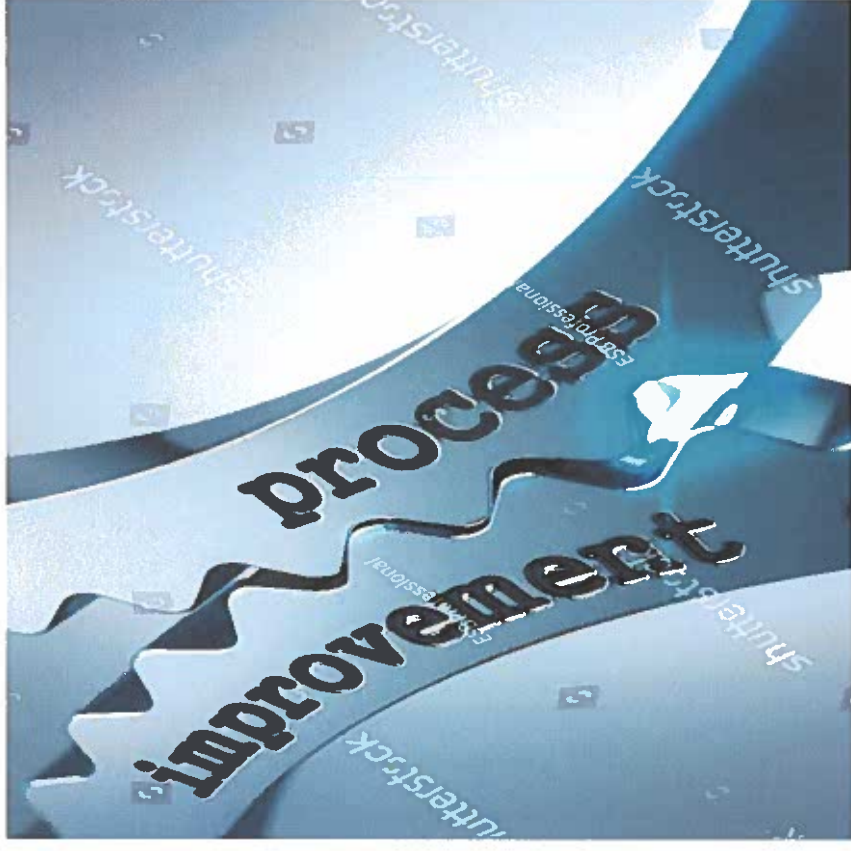


BUSINESS LICENSE PROCESS IMPROVEMENT

Feb 2019

Overview

- ➔ Current Business License Procedures
- ➔ Proposed Improvements



Business License Application

Current Procedures

1. Customers physically come to City Hall to submit paper application.
2. Some customers email the completed application to Business License Staff.
3. Customers submit paper copies of all required documents.

Proposed New Procedures

1. Customers complete ONLINE application and attach required documents.
2. Customers can use desk top computer, laptop, tablet or smart phone.

Major Benefit

Reduction in processing time of business licenses.

Fees

Current Procedures

1. Existence of several categories of fees.
2. Customers could not easily determine applicable fees online.
3. Customers come in to Business License Office to get a computation of applicable fees.

Proposed New Procedures

1. Streamlined fee structure.
2. No pro-rating of fees.
3. Fees will be displayed Online and at time of online application.
4. Customers can pay fees online during application submission.

Major Benefit

Removes confusion regarding applicable fees.

Payment Procedures

Current Procedures

1. Customers come to City Hall to make payment for first time application.
2. For subsequent renewal, customers call the Business License Staff to request for bill.
3. The bill is created and the customer is notified.
4. Customers then make payment.

Proposed New Procedures

1. Customers pay for first time application online at point of submitting an online application.
2. For renewal, customers log into their online accounts, access automatic renewal bills and instantly pay online.

Major Benefit

Greater convenience to customers.

License Delivery

Current Procedures

1. Successful applicant receives paper business license at the City Hall.
2. To replace a lost business license, a customer is required to come back to City Hall for a reprint (for \$15 fee).

Proposed New Procedures

1. Customers will receive email with electronic copy (pdf) of the business license. Hard copy could also be mailed to the customer.
2. The customer could also print copies of the business license online from the business license online software.

Major Benefit

Greater convenience to customers.

Documents Required

Current Procedures

1. City requires several documents relating to State and County requirements.
2. The City is deemed to be enforcing the State and County requirements.
3. Neighboring Cities vary in the number of documents required for business license application.

Proposed New Procedures

1. Finance Department to work with HDL consultant and City Attorney to streamline document requirements.
2. Recommendations will be made to the Council regarding the document requirements.

Major Benefit

Greater convenience to customers.

Online Capability of Software

Current Procedures

1. Web capability of current software does not allow robust customer interface.
2. Customers' first time application, renewal, payments, and update of records are restricted in the current software.

Proposed New Procedures

1. Web-based software will boost customers' online business license transactions.
2. Web-based software will enable quick online payments, viewing of balances, first time application and renewal of licenses.

Major Benefit

Greater use of technology for flexibility and efficiency.

Business Friendly

Current Procedures

1. Business License Staff is purely engaged in business license ordinance enforcement and issuance of licenses.
2. There is a need to create perception of business friendliness.

Proposed New Procedures

1. HDL will take over issuance of business license and enforcement of the ordinance regarding business license.
2. Business License office and staff to function as a business friendly one-stop shop providing advice / help to businesses.

Major Benefit

Business-friendly services to businesses in the City.

Software Vs Services

Current Procedures

1. City Staff is engaged in resolving software and hardware issues with Tyler Technology.
2. Some of the issues relate to upgrades, fixes, form modification, customer data, interconnectivity issues, and software settings.

Proposed New Procedures

1. HDL will handle ALL software, hardware and customer data issues.
2. Business License office and staff to concentrate on providing business-friendly help to businesses.

Major Benefit

Business-friendly services to businesses in the City.

Business License Ordinance

Current Procedures

1. The business license ordinance regarding fees, documents required, and pro-rating of business license expiry dates need update.

Proposed New Procedures

1. Finance Dept will work with DHL and the City Attorney's office to recommend changes to the Council.
2. The Finance Dept is currently working with the Planning & Economic Development Department to update the Peddlers and Mobile Truck vending ordinance.

Major Benefit

Greater convenience to customers.

SOME CITIES USING BUSINESS LICENSE SERVICES OF HDL

City of Menifee

HdL Prime Web

Apply

- > Submit a business license application online

Other

- > Report a problem

Renew

- > Renew Business Online

Pay

- > Pay an outstanding balance for business license

Your session has timed out after one hour of inactivity.

Powered by HdL®



Guest

Getting Started → Registration → Contacts → Review / Submit

Home Report a Problem

Business License Online Application **Secure**

Begin >>

CITY OF MURRIETA BUSINESS LICENSE REQUIREMENTS

Missing Information Will Delay The Release Of Your License

Begin >>

Powered by HdL:



Apply

- > **Submit a business license application online**
Start here to apply for a business license with the City of West Covina

Close

- > **Close a business online**
Start here if you are no longer conducting business in West Covina

Update

- > **Request Account Information Update**

Renew

- > **Renew business license online**
Start here to renew your business license

Search

- > **Business search**
Search for a business that is licensed with the City of West Covina

Pay

- > **Pay an outstanding balance for business license**
Start here to pay established balance due on your account.

Other

- > **Create or sign in to account profile**
- > **Report a problem**

City of West Covina
C/O HdL Support Center
8839 N. Cedar Ave., #212 • Fresno, CA 93720
626.513.0043

Powered by HdL



CITY OF PACIFIC GROVE

Apply

- > **Submit a Business License Application**
Start here if you are applying for a business license in the City of Pacific Grove for the first time.

Renew

- > **Renew Business License**
Start here to renew your current business license for another year.
- > **Pay TOT and/or HID (Transient Occupancy Tax)**
Start here to file and pay your monthly Vacation Rental TOT or your monthly Hotel TOT (x HID).

Pay

- > **Pay an Outstanding Balance on a Business License**
*Start here to pay a balance due on an established account with the City of Pacific Grove. ** Please do not use this option to begin the license renewal process or to file a TOT Return ***

Close

- > **Close a Business License**
Start here if you do not plan to operate or conduct any business activity in the City of Pacific Grove.

Other

- > **Create or sign in to account profile**
- > **Report a problem**

City of Pacific Grove
C/O HdL Support Center
8839 N. Cedar Ave. #212 • Fresno, CA 93770
831-920-3890

Business License

Starting a Business in the City of Upland

The City of Upland welcomes you to its business community. Starting a business can be exciting and challenging. We wish you success in your new venture!

The City of Upland requires all businesses operating within the City limits, including property owners and independent contractors, to obtain a business license and to pay the business license tax prior to commencing business operations.

There are many things you should consider when starting a business. The goal of this web page is to help the new business owner understand the Business License process. You can also download a [Business License Handbook](#) to help you get started. The handbook is intended to guide you through the business approval process and includes a list of other agencies you may need to contact when starting your business. The following documents will assist you with the process:

[Business License Application](#)

[Fee Schedule](#)

[Documentation Requirements](#)

If you need further business license assistance, you are welcome to contact us Toll-Free at (909) 348-0460. All questions and applications are now processed on-line or over the phone.



**BUSINESS LICENSE
ONLINE**

Apply,
Renew, or Pay
Today

TO GET STARTED:

**THE CITY OF UPLAND DOES NOT
ISSUE BUSINESS LICENSES FOR
MEDICAL MARIJUANA
DISPENSARIES.**

City of Upland • 8839 N. Cedar Ave. #212 • Fresno, CA 93720 • 909.348.0460

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CITY OF BEVERLY HILLS

455 NORTH REXFORD DRIVE, BEVERLY HILLS, CA 90210

Guest

Getting Started → Registration → Contacts → Review / Submit

Home Report a Problem

Business Tax Online Application Secure

Begin >>

Welcome to the City of Beverly Hills!

If you are a contractor pulling a building or technical permit for this job you don't need to register. You will pay the business tax when you pay for your permit.

If you have any questions, please contact us at businesstax@beverlyhills.org or (310) 285-2424.

The City requires any person or entity conducting, managing, or engaged in any business, trade, profession or occupation in Beverly Hills to obtain a business tax certificate prior to commencing business activities. Business tax certificates are issued once a completed application and payment are received. Accounts will be considered delinquent and late fees will be assessed if a completed application and payment are not received within the first 30 days of operation.

Before you begin the online application, please review the information below:

1. The online application must be completed in one session, as you will not be able to save and return at a later time.
2. If the application is deemed incomplete, you will receive an email requesting additional information or forms.
3. Once your application is accepted, you will receive an email indicating the amount due and instructions on how to make a payment online.
4. Registration is valid through December 31.
5. If you operate a home-based business, [click here to read the requirements of Article 43 of Chapter 3 of Title 10 of the Beverly Hills Municipal Code.](#)

Assembly Bill 3002 provides information regarding disability access requirements and resources to business owners. To read the full notice click [here](#).

Begin >>

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Thank You





CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Adopt a Resolution authorizing approval of a Purchase and Sale Agreement of vacant land identified as Assessor's Parcel Number 326-072-004, 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 326-072-004, located south of West Metz Road for the future Enchanted Hills Park Project; and a budget amendment request to allocate \$21,000.00, to include closing costs from Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund

CONTACT: Sabrina Chavez, Community Services Director

BACKGROUND/DISCUSSION:

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 four 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") 326-072-004, located within the park project area, is for sale by property owners, Mr. and Mrs. Donald and Jacqueline Fenaroli for the purchase price of \$18,000. On February 27, 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 8.87 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 326-072-004) in the amount of \$18,000 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 \$21,000 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 326-072-004) requires City Council approval of a budget amendment in Fiscal Year 2018-2019, allocating a total amount of \$21,000 (\$18,000 for the purchase, plus closing costs), from the Industrial Park Development Impact Fund to Enchanted Hills Park Project Fund (CIP P034).

REVIEWED BY:

City Attorney _____

Assistant City Manager _____

Finance Director _____



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

Consent: x

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 326-072-004 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 four vacant land parcels identified as 326-062-017 (2.86 acres), 326-071-001 (0.68 acres), 326-072-005 (4.97 acres), and 326-072-004 (0.18 acres) located within the Enchanted Hills Park project area;

WHEREAS, one vacant land parcel identified as APN 326-072-004 (0.18 acres) located within the Enchanted Hills Park project area has been listed for sale for \$18,000;

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 March, 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 March 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 326-072-004]

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 DONALD FENAROLI and JACQUELINE FENAROLI, husband and wife as joint tenants ("Seller"), collectively the "Parties."

RECITALS:

Seller is the owner of approximately 7,841 square feet of unimproved real property located in the City of Perris, County of Riverside, State of California, referred to as Assessor's Parcel Number ("APN") 326-072-004 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 Fidelity National Title Insurance Company National Commercial Services, 3237 E. Guasti Rd., Suite 105, Ontario, CA 91761, (909) 978-3020, Marylou.adame@fnf.com.

“Property” - shall mean that certain Seller-owned real property, referred to as Assessor’s Parcel Number (“APN”) 326-072-004, and consisting of approximately 7,841 square feet, and more particularly described in Exhibit “A” of this Agreement.

“Seller” shall mean Donald Fenaroli and Jacqueline Fenaroli, husband and wife as joint tenants.

“Title Company” - shall mean Fidelity National Title Insurance Company National Commercial Services, 555 S. Flower, Suite 4420, Los Angeles, CA 90071, 951-710-5941, steven.gomez@fnf.com.

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 Fidelity National Title Insurance Company

National Commercial Services, 3237 E. Guasti Rd., Suite 105, Ontario, CA 91761. The Escrow Officer shall be Mary Lou Adame, Commercial Escrow Officer, who can be contacted at (909) 978-3020, Marylou.adame@fnf.com.

3. PAYMENT OF PURCHASE PRICE.

3.1 Deposit.

Upon execution of this Agreement, Buyer shall make a deposit of Six Hundred Dollars and No Cents (\$600.00) ("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 Eighteen Thousand Dollars and No Cents (\$18,000.00) ("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 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 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 Fidelity National Title Insurance Company National Commercial Services, 555 S. Flower, Suite 4420, Los Angeles, CA 90071. The Title Officer shall be Steven Gomez, who can be contacted at 951-710-5941, steven.gomez@fnf.com, 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: Donald Fenaroli and Jacqueline Fenaroli
 44129 State Highway 74
 Hemet, California 92544

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"

DONALD FENAROLI

JACQUELINE FENAROLI

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

LOT 4 IN BLOCK G ALTURA ENCANTADA, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 51 OF MAPS, RECORDS OF RIVERSIDE COUNTY.

EXHIBIT "B"

MAP OF THE PROPERTY



CITY OF PERRIS
COMMUNITY SERVICES DEPARTMENT

EXHIBIT B

ENCHANTED HILLS PARK PROJECT SITE

Aerial



SUBJECT PROPERTY: 326-072-004 (0.18 acres)



PROPERTY OWNERS: Donald and
Jacqueline Fenaroli

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.



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, DONALD FENAROLI and JACQUELINE FENAROLI, 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 7,841 square feet of real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 326-072-004, 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: _____
DONALD FENAROLI

Date: _____

By: _____
JACQUELINE FENAROLI

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

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 DONALD FENAROLI and JACQUELINE FENAROLI, 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: March 12, 2019

SUBJECT: Amend existing Animal Control Ordinance Number 1168 in its entirety.

REQUESTED ACTION: That City Council conduct a Public Hearing; and after receiving public testimony consider approving amending existing Ordinance Number 116.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION:

The City of Perris is committed to providing quality Animal Control services to its residents. The existing Animal Control Ordinance Number 1168 has not been updated in its entirety since 2005. As a result, during the last 15 years many of the laws and regulations have been changed or adjusted to better protect animals and owners. Currently the City contracts with Riverside County for sheltering services; the proposed changes and updates are in collaboration with the County's Animal Control Ordinance and provide a consistent regulatory approach for staff as well as for residents of Perris and surrounding areas. This ordinance revision was considered during the Public Works sub-committee during its meeting held on February 28, 2019.

The proposed revisions provide specific direction to staff and will improve the quality of service, effectiveness, efficiency and transparency to the public. The proposed changes to Title 8, Chapters 8.01 to 8.05. Changes include updating outdated terms; adding Penal Code §597.1, mandatory spay/neuter and microchipping, administrative process to determine potentially dangerous animals; administrative hearings pertaining to noisy animals. The changes will bring the current Ordinance to date and will align with Riverside County's Animal Control Ordinance.

BUDGET (or FISCAL) IMPACT: There is no budgetary impact.

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments: Ordinance Number 1168 and recommended revisions

Public Hearing: x

ORDINANCE NO. (NEXT IN ORDER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING TITLE 8 OF THE PERRIS MUNICIPAL CODE CONCERNING REGULATION OF ANIMALS WITHIN THE CITY

WHEREAS, Title 8 of the Perris Municipal Code has not been updated since 2005;

WHEREAS, the City Council now desires to update Title 8 of the Perris Municipal Code to ensure that it is consistent with the needs of the community.

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

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. Amendment to Title 8 of the Perris Municipal Code. Title 8 of the Perris Municipal Code is hereby replaced in its entirety as follows:

"Title 8 - ANIMALS

Chapter 8.01 - ANIMALS GENERALLY

Sections:

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8.01 – ANIMAL CONTROL AND WELFARE – DEFINITIONS AND GENERAL

8.01.010 - Definitions.

Unless the context requires otherwise, the following words, when used in this chapter, shall have the meaning set forth in this section. Variants of defined terms shall be construed in the same manner as the defined terms themselves.

"Animal" means any vertebrate creature, domestic, exotic or wild, including, but not limited to, birds, fishes, reptiles and nonhuman mammals.

"~~Animal control officer~~Control Officer" means any person appointed by the cityCity as an authorized agent who is qualified to perform such duties under the laws of this state.

“Commercial purposes” means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

“Complaining Party.” Person or persons who contact the Animal Control Division regarding any matter relating to animal welfare or any potential violation relating to this ordinance.

“Coop” means any small enclosure which is designed and intended for the safe containment of small animals or fowl of such a size as to allow the confined small animal or fowl adequate room to move about freely within the enclosure. At minimum, the coop shall provide three (3) square feet of area for each animal contained therein, as well as the ability to provide for an adequate source of clean drinking water as well as separation of animal wastes from the animal.

“Dangerous animal” Any animal which does any of the following:

Any animal that has twice within a thirty-six (36) month period in two (2) separate incidents has, actively pursued, attacked, bitten or otherwise caused a less severe injury than a “substantial injury”, to another person or animal engaged in lawful activity; or,

Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in substantial injury or death to an animal or substantial injury to a person; or,

Any animal that has been previously declared a “potentially dangerous animal” and the Owner has failed to restrain the animal as so directed by the ~~animal control officer~~ **Animal Control Officer**; or,

Any animal which has been declared a “potentially dangerous animal” as defined by California State ~~Law~~ **law** during any legal proceeding; ~~or~~

~~Any animal of a species which presents a threat to the safety of persons or property, as determined by the Senior Animal Control Officer~~

“Dog kennel” means any building or premises upon or within which five or more dogs, four (4) months of age or older, are kept or maintained.

“Domesticated animal” means a cat, dog, rabbit, mouse, turtle, fish, bird of the parrot family and/or a caged reptile which is permanently maintained within a residence.

“Licensed animal” means an animal in respect to which a current valid license has been issued by the cityCity or other agency of competent jurisdiction.

“Livestock” means any domesticated animal, other than a dog, cat or fish, including a horse, sheep, rabbit, goat, swine, bovine, ox, buffalo, cattle, ostrich, peacock, buffalo, chicken, pigeon, duck, goose, turkey, llama, donkey or mule which is kept in captivity under the control or ownership of any person for any purpose.

“Noisy Animal.” Any animal or animals maintained on the same premises or location whose excessive, unrelenting or habitual barking, howling, crying or other noises or sounds annoy or become offensive to a resident or residents in the vicinity thereby disturbing the peace of the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity hearing such sound

“Nuisance” means a condition in which an animal: damages, soils, defiles or defecates on private property other than the owner’s or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous or offensive conditions; causes a disturbance by excessive barking or other noise making if confirmed by three independent witnesses; or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

“Official police dog” means any canine trained for law enforcement purposes, when used by the police department for such purposes, and when so designated by the police chief by the issuance of distinguishing tags.

“Owner” means any person (except where a particular status is compelled by the context in which used) keeping, harboring, in possession of, or having custody or control over any animal; any person having title to any animal; any person who has, harbors or keeps, or who causes or permits to be harbored or kept, an animal in the person’s care; or any person who permits an animal to remain on or about the person’s premises for a period of thirty consecutive days or more.

“Performing Animal Exhibition” means any spectacle, display, act or event, other than circuses, in which performing animals are used. This shall include animal amusement vendors such as but not limited to, pony-go-round rides, horseback pictures, performing elephants, etc.

“Permit” means an authorization from the cityCity stipulating conditions under which animals may be kept in commercial and private establishments.

repeatedly at large; (e) damages private or public property; or (f) barks, whines or howls in excessive, continuous or untimely fashion.

“**Quarantine**” means the strict confinement of an animal upon the premises of the owner or elsewhere as approved by the ~~senior animal control officer~~Senior Animal Control Officer.

“**Responsible Party**” shall mean any of the following:

The person or persons who own the property where the animal is located;

The person or persons in charge of the premises where the animal is located;

The person or persons occupying the premises where the animal is located;

The owner of the animal.

“**Secure enclosure**” means a fence or structure suitable to prevent the entry of young children and/or any part, limb or appendage of any child, and which is suitable to confine a potentially dangerous animal or a vicious animal in conjunction with other measures which may be taken by the owner or keeper of the animal or at the direction of the ~~senior animal control officer~~Senior Animal Control Officer. The enclosure shall be designed to prevent the animal from escaping and from preventing an adult or child from coming into contact with the animal. Chains, where a person can walk within the length of the chain, an electronic collar or an invisible fence are not sufficient restraints or enclosures. Such an enclosure must also comply with all ~~city~~City planning requirements for fencing and enclosures including, but not limited to, requirements for zoning, design, height and materials used.

“~~Senior animal control officer~~Animal Control Officer” means the supervising ~~animal control officer~~Animal Control Officer of the ~~city~~City or the person duly authorized by such officer to enforce the provisions of this chapter.

“**Service dog**” Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The tasks performed by the dog must be directly related to the person’s disability as set forth within the American’s with Disabilities Act (ADA).

“**Signal dog**” means any dog trained or being reared, trained or used for the purpose of alerting a deaf person or a person whose hearing is impaired, to intruders or sounds.

b. All potentially dangerous animals, dangerous, or vicious animals;

c. All animals which, without provocation or direction, may be threatening the safety of any person or other animal, whether or not the threatening animal is a potentially dangerous animal, dangerous animal, or vicious animal,

2. Issue a warning notice for, citation for, or investigate any violation of any provisions of any cityCity ordinance or California law regarding the care or keeping of animals;

3. Investigate whether a dog is licensed in compliance with the requirements of this chapter;

4. Seize and impound any animal as authorized by this chapter or any other ordinanceCity of Perris Ordinance or stateState law. When the animal to be taken or seized is located inside a private residence or in its curtilage, a judicial order directing seizure of the animal shall, absent exigent circumstances, be obtained prior to seizure;

5. Investigate the condition and behavior of any animal alleged or believed to be potentially dangerous, dangerous, vicious, abused or abandoned and take such action under this chapter as may be appropriate;

6. Regularly and adequately feed, water and otherwise care for any animals impounded under the provisions of this chapter, other ordinance or stateState law or to provide for such feeding and/or watering and care;

6. Follow the provisions of the City of Perris Ordinance No. 716 in humanely destroying7. Humanely dctestroy or givinggive emergency care to sick or injured animals. Any dog, cat or other animal which is abandoned, neglected, sick, lame, feeble, is unfit for the labor it is performing, or that in any manner is being cruelly treated may be impounded and disposed of in a humane manner as hereinafter provided:

a. Whenever any peace officer or Animal Control Officer has reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health or safety of others, the officer shall immediately seize the animal and comply with the procedure established in Subsection 8.01.020(A)(7)(c) of this Ordinance. In all other cases, the officer shall comply with the procedure established in Section 4 of this Ordinance. In all other cases, the officer shall comply with the provisions of subsection 8.01.020(A)(7)(d) of this Ordinance. The cost of caring for and treating any animal properly seized under this Ordinance shall constitute a lien on the animal and the animal shall not

forfeiture of any right to a post seizure hearing or right to challenge his or her liability for costs incurred.

(4) The Health Department, or law enforcement agency that directed the seizure shall be responsible for the costs incurred for caring and treating the animal, if it is determined in the post seizure hearing that the seizing officer did not have reasonable grounds to believe very prompt action, including seizure of the animal, was required to protect the health or safety of the animal or the health or safety of others. If it is determined the seizure was justified, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and care of the animal, and the animal shall not be returned to its owner until the charges are paid and the seizing agency or hearing officer has determined that the animal is physically fit or the owner demonstrates to the seizing agency's or the hearing officer's satisfaction that the owner can and will provide the necessary care.

c. Where the need for immediate seizure is not present and prior to the commencement of any criminal proceedings the Health Officer shall provide the owner or keeper of the animals, if known or ascertainable after reasonable investigation, with the opportunity for a hearing prior to any seizure or impoundment of the animal. The owner shall produce the animal at the time of the hearing unless, prior to the hearing, the owner has made arrangements with the agency to view the animal upon request of the agency, or unless the owner can provide verification that the animal was humanely destroyed. Any person who willfully fails to produce the animal or provide the verification is guilty of an infraction, punishable by a fine of not less than two hundred and fifty dollars (\$250.00) no more than one thousand dollars (\$1,000.00).

(1) The Health Department or law enforcement agency shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice stating the grounds for believing the animal should be seized. The notice shall include all of the following:

(a) The name, business address, and telephone number of the officer providing the notice.

(b) A description of the animal to be seized, including any identification upon the animal.

(c) The authority and purpose for the possible seizure or impoundment.

(d) A statement that, in order to receive a hearing prior to any seizure, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning the enclosed declaration of ownership or

hearing officer's satisfaction that the owner can and will provide the necessary care.

g. All hearings conducted pursuant to this ordinance shall be conducted by the City's Administrative Hearing Officer ("Hearing Officer"), who shall not have been directly involved in the subject action and shall not be subordinate in rank to the person seizing or impounding the animal. Hearings shall be conducted in the following manner:

(1). The Hearing Officer may continue the hearing for a reasonable period of time, if the Hearing Officer deems such continuance to be necessary and proper or if the owner or custodian shows good cause for such continuance.

(2). The City shall have the burden of proof to establish, by a preponderance of evidence, the existence of the condition or conditions which give rise to the need for the seizure or impoundment.

(3). In a case where the City is also seeking to terminate the owner's rights in the animal, the City shall have put the owner or keeper of the animal on due written notice thereof and shall establish the existence of the owner's or keeper's acts or omissions resulting in cruelty or neglect to the animal by clear and convincing evidence to a reasonable certainty.

(4). The City shall present its case first, followed by the party against whom the seizure or impoundment is being proposed. The City may present rebuttal in the discretion of the Hearing Officer.

(5). Oral evidence shall be taken only on oath or affirmation.

(6). Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any other matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness, and to rebut evidence.

(7). The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in Civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute

duty of all peace officers and Animal Control Officers to cause the animal to be killed or rehabilitated and placed in a suitable home on information that the animal is stray or abandoned.

i. Any peace officer, humane society officer, or Animal Control Officer shall convey all injured cats and dogs found without their owners in a public place directly to a veterinarian known by the officer to be a veterinarian who ordinarily treats dogs and cats for a determination of whether the animal shall be immediately and humanely destroyed or shall be hospitalized under proper care and given emergency treatment.

If the owner does not redeem the animal within the locally prescribed waiting period, the veterinarian may personally perform euthanasia on the animal. If the animal is treated and recovers from its injuries, the veterinarian may keep the animal for purposes of adoption, provided the responsible animal control agency has first been contacted and has refused to take possession of the animal.

Whenever any animal is transferred to a veterinarian in a clinic, such as an emergency clinic which is not in continuous operation, the veterinarian may, in turn, transfer the animal to an appropriate facility.

If the veterinarian determines that the animal shall be hospitalized under proper care and given emergency treatment, the costs of any services which are provided pending the owner's inquiry to the responsible agency or department shall be paid from the dog license fees, fines, and fees from impounding dogs in the city, county, or city and county in which the animal was licensed or, if the animal is unlicensed, shall be paid by the jurisdiction in which the animal was found, subject to the provision that this cost be repaid by the animal's owner. The cost of caring for and treating any animal seized under this Section shall constitute a lien on the animal and the animal shall not be returned to the owner until the charges are paid. No veterinarian shall be criminally or civilly liable for any decision which he or she makes or for services which he or she provides pursuant to this section.

An animal control agency which takes possession of an animal pursuant to subsection 8.01.020(A)(7)(i) of this Ordinance shall keep records of the whereabouts of the animal for a seventy-two (72) hour period from the time of possession, and those records shall be available for inspection by the public upon request.

j. Notwithstanding any other provision of this section, any peace officer or any Animal Control Officer may, with the approval of his or her immediate superior, humanely destroy any stray or abandoned animal in the field in any case

C. In any case in which a person arrested does not demand to be taken before a magistrate: (1) regarding any infraction, such officer or employee making the arrest shall prepare a written notice to appear and shall release the person on his/her promise to appear, as prescribed by Section 853.5 of the California Penal Code; (2) regarding a misdemeanor, such officer or employee may prepare a written notice to appear and may release the person on his or her written promise to appear, as prescribed by California Penal Code Section 853.6.

8.01.030 - Issuance of citations by ~~city~~City officials.

A. The ~~city council~~City Council shall designate by resolution the ~~city~~City officials who shall have the authority to issue citations within the ~~city~~City for violations of this chapter.

B. Each ~~city~~City official so designated is authorized by the ~~city council~~City Council, pursuant to Penal Code Sections 19.7, 832 and 836.5, and subject to the provisions thereof, to arrest a person without a warrant whenever the ~~city~~City official has reasonable cause to believe that the person to be arrested has either violated a provision of this chapter in his or her presence or fails to correct a violation and therefore has committed an infraction which the ~~city~~City official has the discretionary duty to enforce.

C. Each ~~city~~City official so designated is further authorized to issue a notice to appear in court, pursuant to Penal Code Sections 853.5 and ~~85638~~853.6. Under no circumstance may the ~~city~~City official take the person to be arrested into custody. In the event that the person to be arrested demands to be taken before the magistrate or refuses to provide his or her written promise to appear in court, the ~~city~~City official must either summon a law enforcement officer to arrest the person and take the person into custody, or seek the assistance of the ~~city attorney~~City Attorney and request that an infraction complaint be prepared and filed against the person.

D. In addition to the mandatory course of training prescribed by the ~~commission of peace officer standards~~Commission on Peace Officer Standards and Training pursuant to Penal Code Section 832, the ~~senior animal control officer~~Senior Animal Control Officer shall establish and cause to be administered a special enforcement training program designed to instruct the ~~city~~City officials so designated regarding the provisions of this chapter which are to be enforced, the evidentiary prerequisites to proper prosecution for violations thereof, the appropriate procedures for making arrest and citation authority and the limitations attendant thereto. Each ~~city~~City official so authorized shall be appropriately authorized to file executed citations within the animal control ~~Division~~department

~~chapter, or who fails to surrender their animal pursuant to Section 8.08.150(2), 050 of this chapter, is guilty of a misdemeanor. Moreover, any person who violates this chapter three times within one (1) year is guilty of a misdemeanor.~~

~~C. — Separate Offense. Each day on which a violation occurs or continues shall constitute a separate offense.~~

8.01.060 - Complaints.

Upon receiving a complaint from any person alleging a violation of this chapter and upon receiving the name and address of the owner and/or custodian of the animal, if known, an investigation to determine whether a violation exists may be made. If the investigation discloses a violation of the provisions of this chapter, prosecution may be initiated against the owner and/or custodian.

8.01.070 - Authorization to enter upon private property.

Unless otherwise prohibited by law, all persons whose duty it is to enforce the provisions of this chapter are empowered to enter upon private property, where any dog, cat or animal is kept or reasonably believed to be kept, for the purpose of ascertaining whether such animal is being kept in violation of any provision of this chapter, other ordinance governing animals, or California State law relating to the regulation, care and/or keeping of animals.

Notwithstanding any provision in this chapter relating to entry upon private property for any purpose under this chapter, no such entry may be conducted: (a) without the express or implied consent of the property owner or the person having lawful possession thereof; (b) unless an inspection warrant has been issued and the entry is conducted in accordance with California Code of Civil Procedure, Sections 1822.50 through 1822.56, inclusive; or (c) except as may otherwise be expressly or impliedly permitted by law.

8.01.080 - Grandfathering.

Any resident of the [cityCity](#) who legally owns more animals than are authorized by this chapter or a type of animal not authorized by this chapter on his or her property on the date of adoption of this chapter, shall nevertheless have the ownership of such animal(s) ~~“grandfathered”~~ on that property, such that the ownership of the animal(s) shall be considered a legal nonconforming use, where

C. It is unlawful for any person to have, keep, maintain or have in his or her possession or under his or her control:

1. A rooster on any property not less than twenty thousand (20,000) square feet. No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than two (2) roosters; or
2. A horse, llama, buffalo, ostrich, sheep, goat, swine, bovine, ox, donkey, elephant, or mule on any property within the cityCity unless the property is zoned RA or A1; or
3. No more than four (4) rabbits or four (4) chickens. The maximum number of rabbits may be allowed without a City permit; however, the keeping of rabbits and chickens shall be subject to the restrictions set forth in Section 8.01.420, Paragraph 3100(B).

8.01.100 – Animals Allowed with Permit or License.

Upon receipt of a cityCity permit or license, an exception is granted for the ownership and/or use of:

POT-BELLIED PIGS. Potb-Bellied Pigs - (Also known as a Vietnamese pot-belliedpotbellied pig, Chinese pot-belliedpotbellied pig or miniature pig.) No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than one pot belliedpotbellied pig. Pot-belliedpotbellied pigs shall only be kept and maintained in residential zoned areas in the cityCity. It is unlawful for any person to own, harbor, keep or maintain any miniature pig, that is four (4) months of age or older, within the City of Perris, for a period longer than thirty (30) days, unless the animal has been spayed or neutered and the person owning or possessing the animal has obtained from the Divisiondepartment of animal control a license for the animal, and paid a fee in the amount specified below. In those instances where the animal may not be safely altered for a valid health reason, the owner of the animal shall obtain from a licensed veterinarian a letter so stating, and the requirement of alteration (but not licensing) shall be excused.

B. No performing animal exhibition, ~~circus or carnival~~ shall be permitted within the ~~city~~City limits in which animals are induced or encouraged to perform through chemical, mechanical, electrical or manual devices in a manner which cause physical injury, suffering or death. All equipment used on a performing animal shall fit properly and be in good working order. Such exhibition or circus must apply for and receive a permit from the City at least ~~fourteen~~ (14) days prior to the first performance in order to operate within the City.

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C. Any ~~Animal Exhibition, Circus or Carnival~~performing animal exhibition, circus or carnival shall be subject to random inspections by the Senior Animal Control Officer or their designee during the entire period that the ~~Exhibition, Circus or Carnival~~exhibition, circus or carnival is present and operating within the City.

8.01.110 - Exemption.

This chapter shall not prohibit leading, driving, riding or conducting animals under adequate supervision along a public highway.

8.01.120 - Impounding animals.

A. Subject to the provisions contained in Section 8.01.140 of this chapter, it shall be the duty of the Senior Animal Control Officer or their designee to take up and impound ~~all~~:

1. Any animal kept and maintained contrary to the provisions of this Ordinance, any of the codified ordinances of the City, any codified ordinance of the county or any state statute;

2. All animals found at large upon any highway, street, sidewalk, lane, alley or other public place, or upon any private property;

3. Sick, injured, stray or unwanted animals, for which the owner or custodian cannot be found or is unable or unwilling to provide proper care;

4. Animals quarantined where no other place of quarantine is acceptable to the Senior Animal Control Officer;

8.01.140 - Forfeiture and disposition.

A. Upon the conviction of a person of a violation of this chapter, all animals lawfully seized and impounded with respect to the violation by a peace officer or an ~~animal control officer~~, Animal Control Officer shall be adjudged by the court wherein the conviction took place to be forfeited and shall thereupon be awarded to the impounding officer for disposition in accordance with the written policy on disposition of impounded animals adopted by the City Council.

B. Any animals adjudged forfeited under the provisions of Penal Code Section 597, shall be disposed of in accordance with the written policy on disposition of impounded animals adopted by the City Council.

8.01.150 - Disposition of rabid or disabled animals.

If it shall appear to the Senior Animal Control Officer or their designee from the report of a licensed veterinarian or other qualified person that an animal is afflicted with rabies, he or she shall humanely destroy such animal, and shall take such other action as may be required by law and as he or she deems necessary to prevent the spread of such disease. He or she may humanely destroy any sick, disabled, infirm or crippled animal found at large if he or she is unable to identify and locate the owner.

8.01.160 - Disposition of impounded bovine animals, horses, mules or burros.

Upon impounding of any bovine animal, horse, mule or burro, the Senior Animal Control Officer or their designee shall comply with California Food and Agriculture Code Section 17003 and immediately notify the Secretary of Food and Agriculture.

8.01.170 - Disposition of other impounded animals.

If any animal other than a domestic bovine animal, horse, mule or burro, and except an animal afflicted with rabies, impounded by the Senior Animal Control Officer or their designee, is not reclaimed within two (2) days thereafter, it shall be sold by the Senior Animal Control Officer or their designee after giving notice of sale in accordance with Section 8.01.~~080~~180.

8.01.220 - Redemption of animals by owner.

The owner or person entitled to possession of any animal impounded, may at any time before the sale or other disposition thereof, redeem the same by paying the Senior Animal Control Officer or their designee all fees and charges thereon.

The owner of any lost animal may, at any time within thirty (30) days after the sale, redeem such animal from the person who purchased it upon payment of all fees and charges thereon necessary to reimburse the person who purchased it, as well as a sum equal to reasonable care and feeding charges per day for the number of days from the date of the adoption to and including the date of redemption by the owner.

8.01.220230 - Costs of redemption.

The Senior Animal Control Officer or their designee shall charge and collect from each person redeeming any animal an impounding fee as established by resolution of the City Council. Impounding fees shall be established for a first, second and third offense, as well as the actual cost for transporting, veterinary services or other extraordinary measures required for the handling of said animal. The following classes of animals shall be covered by this section:

Unaltered Impounded Animal;

Altered Impounded Animal.

The City Council shall establish by resolution a daily boarding rate that shall be paid in addition to those fees set forth in this chapter. The following classes of animals shall be subject to the boarding rate:

- A. For the maintenance of swine, goats and sheep: per animal, for each day of impoundment;
- B. For the maintenance of horses and cattle: per animal, for each day of impoundment;
- C. For the maintenance of ponies: per animal, for each day of impoundment;

B. It is unlawful for any person, whether or not the owner, to cause any animal, except a cat, to run at large within the City.

C. It is lawful for any person to take up, in a humane manner, any animal running at large in violation of this ordinance and to promptly notify or deliver such animal to the Senior Animal Control Officer.

D. The provisions of this section shall not apply to any official police dog while such dog is on duty.

8.01.260 – Pet shops.

It is unlawful for any person who owns a pet shop to do any of the following:

1. Maintain the facilities used for keeping of animals in an unsanitary condition;
2. Fail to provide proper heating or ventilation for the facilities used for the keeping of animals;
3. Fail to provide adequate nutrition for, and humane treatment of, all animals under his care and control;
4. Fail to take reasonable care to release for sale, trade or adoption only those animals which are free of disease and injury;
5. Fail to provide adequate space appropriate to the size, weight and species of an animal;
6. Fail to provide adequate signage to warn of animals that may carry salmonella;
7. Fail to keep a file on each animal with the following information:
 - a. Where the animal was obtained from;
 - b. The history of veterinary care and treatment given to the animal while in the possession of the pet shop owner, and
 - c. A health certificate for each exotic animal.

~~2. "Appliance" means any implement or other device used in handling and manipulating bees or their brood, or containers thereof.~~

~~3. "Bee" means a honey-producing insect of the species known as Apis mellifera, and includes the adult, egg, larvae, pupae and other immature stages thereof, together with such materials as are deposited into hives by an adult, except honey and rendered beeswax.~~

~~4. "Colony" means one hive and its contents, including bees, comb and appliances.~~

~~5. "Comb" means and includes all materials normally deposited into hives by bees except extracted honey or royal jelly, trapped pollen and processed beeswax.~~

~~6. "Hive" means any receptacle or container or part thereof, made or prepared for the use of bees or inhabited by bees.~~

~~7. "Location" means any premises upon which any apiary is located.~~

~~8.01.290 Location and keeping of apiaries.~~

~~All apiaries kept within the City shall:~~

~~1. Be located at a place at least one hundred (100) feet from all public roads unless there are natural barriers to prevent bees from causing a nuisance or hazard to persons using the road;~~

~~2. Be located at a place at least six hundred (600) feet from the nearest house or building inhabited as a dwelling, unless the owner of the apiary first procures permission, in writing, from the occupant or person using the dwelling;~~

~~3. Be arranged behind barriers, natural or otherwise, near schoolyards or places where people congregate, to cause bees to fly at a high altitude over such schoolyard or place;~~

~~4. No apiary shall be maintained upon the lands of another without the owner or person in possession of the apiary first procuring permission in writing from the owner of such lands; and~~

~~5. No apiary shall be located within the City before March 15th or later than May 20th of any year.~~

8.01.310 - Minor development plan review permits.

A. Any person who owns or rents more than one acre of property within a R-20,000 or R-10,000 zone (or an equivalent zone as determined by the community development department) within the City may apply for a minor development plan review permit authorizing the permit holder to maintain as many as twice the number of animals otherwise authorized in this chapter, as long as none of the applicant's contiguous neighbors object to the applicant having more than the prescribed number of animals, the applicant's contiguous neighbors all have a minimum of one-half (1/2) acre of land, and the applicant's property is in a condition that supports the approval of the permit. Such permit shall be valid for a period of one or two years from the date of issuance. An application for renewal of such permit shall be made not less than thirty (30) days prior to the date of expiration thereof and must be submitted with the appropriate fee for the permit, as determined by resolution of the City Council, and as amended from time to time. The application form shall contain such information as may reasonably be required by the Senior Animal Control Officer for the purposes of enforcement of this chapter, including, but not limited to, the home telephone number of the applicant and a telephone number for emergency use or messages when the applicant is absent from his property. Where a permit is sought for leased or rented premises, a letter of consent from the owner of the premises must also be submitted to the Senior Animal Control Officer at the time the application is submitted.

B. Not less than ten days prior to the decision date on an application for a minor development plan review permit by the director of planning and community development, the City shall mail notices of the proposed use to all property owners, as shown on the last equalized assessment rolls, within a one hundred (100)-foot radius of the boundaries of the property seeking a minor development plan review permit. A copy of the application shall also be sent to the Senior Animal Control Officer at least ten (10) days prior to the director's decision.

C. Upon receipt of an application for a permit, the Senior Animal Control Officer shall inspect the proposed premises for which the permit is requested. No permit shall be issued or renewed unless the premises conform to the requirements of this chapter and all other applicable laws and regulations. Notwithstanding any other provisions of this chapter, the Senior Animal Control Officer, upon application for issuance or renewal of a permit, shall specify the maximum number of animals which are to be kept or maintained on the permitted premises.

D. A decision on the permit shall be made by the director of planning and community development within a twenty-eight (28) day period, without a formal

conditions, or if the premises are violation of any other applicable federal, state or local law or regulation.

B. The Senior Animal Control Officer shall prepare a written notice of such denial, suspension or revocation, which notice shall contain a concise statement of the reason for such denial, suspension or revocation. The Senior Animal Control Officer shall serve such notice upon the applicant by personal delivery or by first class mail, postage prepaid, together with a copy of this section. Denial, suspension or revocation shall be effective on the tenth day after service of such notice or upon such later date as may be specified in the notice. Service shall be deemed completed immediately upon personal delivery. When the notice is mailed as hereinafter provided, service shall be deemed completed on the second business day after deposit of the notice in the United States mail.

C. Any person whose application has been denied or whose permit has been suspended or revoked may appeal such denial, suspension or revocation to the planning commission by filing with the City clerk, within ten working days after the date of service of such notice, a written notice of appeal concisely setting forth grounds on which the appellant relies in alleging that such denial, suspension or revocation is improper. The notice of appeal shall be accompanied by payment in full of such appeal fee as established by resolution of the City Council. Within fifteen (15) days of the receipt of the notice of appeal, the clerk shall set a date for hearing the appeal and shall give written notice of the date, time and place of such hearing to the appellant, to the Senior Animal Control Officer and to the planning commission. Such notice shall be sent to the appellant by first class mail, postage prepaid. The commencement date of the hearing shall be not less than twenty-five (25) days, nor more than 45 days, from the date of receipt by the clerk of the notice of appeal; provided, however, that at the request of the appellant, the City clerk may extend the commencement date one time for a reasonable period, not to exceed an additional thirty (30) days beyond the aforementioned forty-five (45) day limit. Written notice of such extension shall be given to the appellant, the Senior Animal Control Officer and the planning commission. The appeal shall be heard by the planning commission which may affirm, modify or reverse the denial, suspension or revocation. In conducting the hearing, the planning commission shall not be limited by the technical rules of evidence which are applicable in courts of law. To be admissible, evidence need only be of the type upon which responsible persons are accustomed to rely in the conduct of serious affairs.

Chapter 8.02 - DOGS AND CATS

approval of the request for vaccination deferral and payment for the applicable license fee specified in subsection F of this section. The owner or person having custody of such dog shall confine and shall keep such dog confined, for the duration of the deferral. Within fourteen (14) days after the expiration of the deferral, the owner or person having custody of such dog shall present to the Senior Animal Control Officer or their designee a certificate of vaccination in accordance with the provisions of subsection D of this section.

F. Subject to the provisions of this section, licenses shall be issued upon payment of the appropriate fees as set forth by resolution of the City Council for the following classifications of dog or cat as appropriate:

1. License valid for one (1) year from date of issuance, for each sterile dog, accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

2. License valid for one (1) year from date of issuance, for each dog to which the provisions of Subsections 8.02.020-010(F, X1,) and (7) of this Ordinance are not applicable. Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris' policy.

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~~Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris.~~

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~~License valid for two years from date of issuance, for each sterile dog, accompanied by a certificate signed by a veterinarian that said dog is permanently unable to reproduce.~~

3. License valid for two (2) years from date of issuance, ~~for each dog to which the provisions of Subsection 8.02.020 F.3. and 8. of this Ordinance are not applicable.~~

~~Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris policy.~~

~~License valid for three years from date of issuance,~~ for each sterile dog, accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

4. License valid for ~~three (3)~~ two (2) years from ~~the~~ date of issuance, for each dog to which the provisions of Subsection ~~8.02.010 (F.5, X3)~~ and ~~9(8)~~ of this

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control of a bona fide organization having as its primary purpose the furnishing and training of guide dogs for the blind, signal dogs for the deaf or hearing-impaired, or service dogs for the physically disabled. However this provision does not remove the ~~owner's~~owner's responsibility to vaccinate the dogs against rabies and attach a current license tag to the ~~dog's~~dog's collar. Whenever a person applies for an assistance dog identification tag, the person shall sign an affidavit as defined in California Food and Agriculture Code, Section 30850(b).

H. No fee shall be required for a license for any dog owned by a public entity.

I. Each license specified in this section shall be valid for the period specified in this section and shall be renewed within thirty (30) days after such period terminates, ~~except that~~ where the current vaccination for the dog which is the subject of the license shall expire prior to the expiration date of the license being applied for, the Senior Animal Control Officer or their designee may upon request of the owner or custodian of such dog, backdate such license so that its expiration date occurs concurrent with or prior to the expiration date of the vaccination; provided, however, that where such backdating is performed, there shall be no reduction or discount of the license fee applicable to the license applied for, and such license shall be renewed within thirty (30) days after the date of its expiration.

J. If an application for a license is made more than thirty (30) days after the date a dog license is required under this chapter, the applicant shall pay, in addition to the applicable license fee, a late fee as set forth by resolution of the City of Perris.

K. Upon transfer of ownership of any dog validly licensed under this chapter, the new owner shall notify the Senior Animal Control Officer or their designee of such transfer within thirty (30) days of such transfer, on a form prescribed by the Senior Animal Control Officer or their designee, accompanied by a transfer fee as set forth by resolution of the City of Perris.

L. Notwithstanding the provisions of subsection A of this section, where a person moves into the City from another community who owns a dog which is currently vaccinated against rabies and for which dog a license was issued by such other community, such license shall not be transferrable and the owner shall comply within thirty (30) days of said move to secure a City of Perris license. If an application for a license from the Senior Animal Control Officer or their designee is made more than thirty (30) days after such license is required, the applicant shall pay, in addition to the applicable license fee, a late fee as set forth by resolution of the City of Perris.

Unless permitted as a kennel, or cattery or private animal refuge, or in receipt of a minor development plan review permit, it is unlawful for any person to keep within the City, in any private residence or on any other parcel, for a period longer than thirty (30) days, more than:

- 1. Any four dogs, four months of age or older; and
- 2. Any four cats, four months of age or older.

8.02.050 - Mandatory licensing of kennels and catteries, and private animal refuges.

A. Any person maintaining five (5) or more dogs shall obtain the appropriate kennel license. No person shall operate or maintain a kennel, sentry dog kennel or cattery without first obtaining an appropriate license from the ~~Division~~ department. Such license shall be valid for a period of either one (1) or two (2) years from the date of issuance. Said license shall be renewed within thirty (30) days after the date of expiration. Where a kennel license has been issued and is in effect, the dogs contained in such kennel shall be exempt from the requirements of individual license tags as provided in Section 8.02.010 ~~of this Ordinance.~~ The kennel, sentry dog kennel, cattery license fees, and late fees, shall be as set forth by resolution of the City of Perris. If an application for a license or renewal of a license is made more than thirty (30) days after the date such license is required or such previous license has expired, a late fee of fifty (50) percent of the applicable fee shall be added.

B. ~~Application~~An application for a kennel ~~or or cattery or private animal refuge~~ license shall be filed with the Senior Animal Control Officer or their designee on a form prescribed by him or her not later than ten (10) days after obtaining written verification from the City of Perris planning department that the operation of the kennel or cattery is in compliance with the applicable provisions of the City of Perris General Plan and Zoning Code. The application form, when completed, shall contain such information as may reasonably be required by the Senior Animal Control Officer or their designee for the purposes of enforcement of this chapter, including but not limited to the current home telephone number of the caretaker of the subject kennel or cattery and another current telephone number for emergency use or messages when such caretaker is absent from the subject kennel or cattery. Where a kennel or cattery is sought to be operated upon leased or rented premises, a letter of consent from the owner of the premises to the effect that the kennel or cattery may be maintained and operated on such

8.02.050060 - Denial, suspension, revocation and appeal of kennel ~~or or~~ cattery, ~~or private animal refuge license.~~

A. The Senior Animal Control Officer or their designee may, in his or her discretion, deny any application for a ~~kennel or cattery~~ kennel or cattery, ~~or private animal refuge~~ license, whether such application is for an original license or renewal of a license, and may suspend or revoke any kennel or cattery license if he or she finds that a kennel or cattery fails to meet any or all of the standards for kennels and catteries referred to in Section 8.02.050(C) or is in violation of any law of the state of California ~~or~~, any provision of this chapter, any provision of any other ~~city~~City ordinance, or ~~any~~ provision of a conditional use permit.

B. When such denial, suspension, or revocation occurs, the Senior Animal Control Officer or their designee shall prepare a written notice of such denial, suspension or revocation which shall contain a brief statement of the reason or reasons for such denial, suspension or revocation. The Senior Animal Control Officer or their designee shall serve such notice upon the applicant or licensee by hand-delivery or by registered or certified mail, postage prepaid, return receipt requested. Denial, suspension, or revocation shall be effective thirty (30) days after service of such notice. Where an application for a kennel or cattery license is denied or where a kennel or cattery license issued pursuant to this chapter is revoked, no application for a new license for such kennel or cattery shall be considered for a period of one (1) year from the effective date of such denial or revocation; provided, however, that, for good cause shown, the City Council may direct that there be a lesser period of time before such application will be considered.

C. Any person whose application has been denied or whose license has not been renewed, or whose license has been suspended or revoked, may appeal such denial, nonrenewal, suspension, or revocation by filing with the clerk of the City Council within fifteen (15) days after notice of such denial, suspension, or revocation, a written notice of appeal briefly setting forth the reasons why the appellant alleges such denial, nonrenewal, suspension, or revocation is improper. Within five (5) days of the receipt by the clerk of such notice of appeal, the clerk shall set a hearing date for the appeal and shall give written notice of the date, time, and place of such hearing to the appellant, and such notice shall be sent by registered or certified mail, postage prepaid, return receipt requested. The date of hearing shall be not less than twenty (20) days from the date of mailing of the notice of the date, time and place of the hearing, and the hearing shall be conducted not later than forty-five (45) days from the date of mailing of the notice of denial, nonrenewal, suspension, or revocation; provided, however, that at the request of the appellant, the clerk of the board may extend the hearing date for a reasonable period beyond the aforementioned forty-five (45) day limit. The

8.02.080 - Dogs on public property.

No owner or person in charge or in control of any dog, except a blind person with a guide dog, shall permit or allow such dog to be within or upon public school property, park property or municipal golf course property, without the dog being on a leash.

8.02.090 -- Public protection from dogs.

Owners and custodians of dogs shall, at all times, take all reasonable precautions to prevent their dogs from biting, attacking or attempting to bite any person or from interfering with the use of public or private property. No person shall own or have custody or control of a dog that commits a violation of this Ordinance as a result of that person's failure to exercise ordinary care. It is unlawful for any person to fail to comply with this section; however, nothing in this section shall authorize the bringing of a criminal action pursuant to a violation of this section if the bite, attack, attempted bite, injury or threat was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the dog, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the dog, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

8.02.100 - Impounded dogs and cats and service fees.

A. An impounded dog or cat may be redeemed upon payment of the following fees:

1. The Senior Animal Control Officer or their designee shall charge and collect from each person redeeming an unaltered impounded animal a State mandated unaltered animal fine for the first offense, for the second offense, or for the third offense, plus the actual costs of transporting the animal to impound, the actual costs of veterinary and related services rendered to the animal while impounded, the actual costs of sale incurred, and the actual costs of any extraordinary measures required in or for the handling and maintenance of the animal while impounded. The State mandated unaltered animal fine shall be based on that amount as established by the State and shall be adjusted on July 1st of each calendar year as appropriate.

F. The officer having custody of any impounded dog, cat, or other animal may, by humane methods, summarily destroy such dog, cat, or other animal if:

1. The animal is suffering from any incurable, dangerous, or contagious disease. ~~providing provided~~ a veterinarian shall certify, in writing, that such animal is so suffering; or, in the ~~officer's officer's~~ best judgment it would be inhumane and cause needless suffering to prolong the life of the animal in order to see a veterinarian; or

2. It is an unlicensed vicious dog, cat, or other animal.

G. Any officer having in their custody any unredeemed, impounded dog or cat may release such dog or cat to any adult individual upon payment by that individual of the impound fees and charges specified in subsection (a) of this section, or to a nonprofit corporation formed under the provisions of the California Corporations Code commencing with Section 10400 for the prevention of cruelty to animals or to a nonprofit organization formed under the laws of the State of California for the prevention of cruelty to animals, for such sale or placement as such nonprofit corporation or nonprofit organization may choose. Releases of dogs or cats to such nonprofit corporations or nonprofit organizations pursuant to subsection (~~g~~**C**) of this section shall not be subject to the payment of the impound fees and charges specified in subsection (~~a~~**A**) of this section.

H. It is unlawful for any person to remove an impounded animal from an animal control center without the permission of the officer in charge thereof.

I. Animal ~~control officers~~**Control Officers** choosing to return an impounded animal to the owner, in the field, may collect a field return impound fee as set forth by the City of Perris.

J. Animal ~~control officers~~**Control Officers** picking up owned animals at the request of the owner ~~or custodian of the animal~~ shall collect a pick up fee as set forth by the City of Perris from the owner ~~or custodian of the animal~~.

K. Animal ~~control officers~~**Control Officers** investigating and authorizing a home quarantine shall collect a home quarantine fee as set forth by the City of Perris from the owner or custodian of the animal.

L. Animal ~~control officers~~**Control Officers** providing assistance with trap service, for owned feral animals or nuisance wildlife that are not considered a public health risk, shall collect a service fee as set forth by the City of Perris for the first five (~~5~~**5**) days and an additional fee as set forth by the City of Perris per day for each additional day after the fifth day. A fee as set forth by the City of Perris shall be charged for traps which are lost or destroyed.

actual costs of any extraordinary measures required in or for the handling and maintenance of the animal.

8.02.110 — Findings related to mandatory spaying and neutering:

A. Because of the increased urbanization of City of Perris, the City has experienced increasing numbers of dogs and other animals being kept in close proximity to humans including children.

B. The keeping of dogs and other animals in close proximity to adults and children has resulted in increasing incidents of attacks, biting and menacing behavior by such dogs and other animals.

C. These incidents now present a public health and safety problem to the residents of this City and increasing numbers of cases have resulted in painful and/or serious injuries to adults and children, death and injuries to other animals, attendant economic losses to City residents, and anxiety to those bitten by unlicensed animals whose vaccination status is therefore not established.

D. In an attempt to bring this problem under control, it is necessary to: (1) increase the total number of animals which are licensed and thus properly established to have been vaccinated against rabies; (2) encourage the spaying and neutering of animals, which (a) reduces the number of strays at large and not safely confined, (b) reduce aggressiveness and animals at large, and (c) reduces the financial cost to taxpayers of animal control services; and (3) establish a warning and hearing procedure to put the owners of potentially dangerous, dangerous dogs and other animals on adequate notice to control such animals and to bring about the confinement of such animals and the destruction of those animals where other lesser measures have failed or are inappropriate

See 8.02.0801210 - Mandatory spaying and neutering.

Requirement. No person may own, keep, or harbor an unaltered or unspayed dog or cat over the age of twelve (12) months in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

Exemptions. This section shall not apply to any of the following:

The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous, or vicious, or to be a nuisance within the meaning of the City of Perris Ordinances or under state law:

Any unaltered dog license held by the applicant has previously been revoked;

The license application is discovered to contain a material misrepresentation or omission of fact.

See.

8.02.1001430 - Re-application for unaltered dog license.

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A. When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met. The Division shall refund one-half (1/2) of the license fee when the application is denied. The applicant shall pay the full fee upon re-application.

B. When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a thirty (30) day waiting period and upon showing that the requirements of this chapter have been met. No part of an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

See.

8.02.1101540 - Appeal of denial or revocation of unaltered dog license.

In the event that the Animal Control Division proposes to deny or revoke an unaltered dog license, the owner or custodian shall have the right to an administrative hearing regarding the matter as set forth herein.

Notice of intent to deny or revoke. The Division shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog, which includes shall include the reason(s) for the denial or revocation. The owner, custodian, licensee, or applicant may request a hearing to appeal the denial or revocation. The request must be made in writing within ten (10) days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.

section only when the owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to, the following: failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous, or vicious animals; and noisy animals.

Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above, ~~in subsection (1)~~, the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

See.

8.02.1401~~870~~ - Impoundment of unaltered dog or cat.

When an unaltered dog or cat is impounded pursuant to state and/or local law, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

- A. Provide written proof of the ~~dog's~~ or ~~cat's~~ prior sterilization, if conditions cannot or do not make this assessment obvious to ~~Division~~department personnel;
- B. Have the dog or cat spayed or neutered by a ~~department~~–~~Division~~ veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;
- C. Have the dog or cat spayed or neutered by another California ~~licensed veterinarian~~–~~Licensed Veterinarian~~. The owner or custodian may arrange for another California ~~licensed veterinarian~~–~~Licensed Veterinarian~~ to spay or neuter the animal, and shall pay to the ~~department~~–~~Division~~ the cost to deliver said animal to the chosen veterinarian. The cost to deliver the animal shall be based on the ~~department's~~–~~Division's~~–~~department's~~ hourly rate established by the auditor-controller. The veterinarian shall complete and return to the ~~Division~~department within ten (10) days, a statement confirming that the dog or cat has been spayed

alters the requirements of Sections 8.02.020, 8.02.050, and any other licensing requirements of this chapter.

B. Exemptions. The mandatory microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California Licensed Veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.
2. A dog or cat which would be impaired of its athletic ability or performance if implanted with the microchip identification. The owner or custodian must obtain written confirmation of that fact from a California Licensed Veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.
3. A dog or cat that is kenneled or trained in City of Perris, but is owned by an individual that does not reside in City of Perris. The owner or custodian must keep and maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in which the owner or custodian of the animal permanently resides, including but not limited to the applicable licensing and rabies vaccination requirements of that jurisdiction.

C. ~~Transfer;~~ or sale of dogs and cats.

1. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade, or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise the DIVISIONdepartment of the name and address of the new owner or custodian in accordance with subdivision ~~(aA)~~ of this section. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption and fails to provide the DIVISIONdepartment with the name and address of the new owner, is in violation of this chapter and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade, or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or

E. Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from a City of Perris animal shelter. The fee for an identifying microchip device shall be the amount set forth per animal by the City of Perris for all other animals. If an animal has already been implanted with an identifying microchip device by some other facility, there will be no fee to have the identification microchip number entered into the ~~department's~~ Division's ~~department's~~ registry as required by subdivision (A) of this section.

F. Allocation of fees and fines collected. All costs, fees, and fines collected under this section shall be paid to the ~~Division~~ department for the purpose of defraying the cost of the implementation and enforcement of this program and for low cost microchipping programs administered by the ~~Division~~ department.

8.02.1802110 - Public spay and neuter clinics.

A. Authority for Clinics. The Senior Animal Control Officer or their designee is authorized and directed to establish clinics at which members of the public ~~that~~ who are residents of City of Perris may have dogs and cats spayed or neutered in a humane manner. Fees for services provided by such clinics shall be determined in a minimum amount, to offset costs of operation of such clinics and shall be consistent with the intent of this chapter for providing low-cost, nonprofit public spay and neuter services. Fees shall be established by the City Council.

B. Persons submitting ~~dogs~~ dog or ~~cats~~ cat for the above service shall sign a consent form ~~certifying thereon~~ under penalty of perjury certifying thereon that they are the owner of the ~~animals~~ animal or are otherwise authorized to present the animal for the above operation and such persons may be required to furnish proof of such ownership or authority. Such consent shall contain a waiver of any and all liability of the ~~city~~ City, the ~~animal control department~~ Animal Control Division ~~department~~, and any other ~~city~~ City employees for any injury or death to an animal arising out of the aforementioned operation or any services provided incidental thereto.

C. The ~~Division~~ department shall establish a return date by which persons submitting animals for the above operation shall ~~pick-up~~ pick-up said animals or be subject to reasonable board care fees to commence the day after such return date. Failure to pick up an animal within fifteen (15) days of the return date shall be deemed abandonment of the animal and the ~~animal control~~ Animal Control ~~Officer~~ may dispose of it by sale or destruction.

Commented [GJP2]: The City website refers interchangeably to animal control as either the Animal Control Dept. or Animal Control Division or Animal Services Dept. One designation of these three must be chosen and used for the ordinance. Animal Control appears to be a division of the Public Works Dept.

B. Whenever any animal has been bitten by an animal which has rabies, which exhibits any symptoms of rabies, or which is otherwise suspected of having or having been exposed to rabies, the owner or person having custody of such bitten animal shall immediately notify the Senior Animal Control Officer or their designee, and shall immediately confine the animal and maintain that confinement until it is established, to the satisfaction of the Senior Animal Control Officer or their designee, that such animal does not have rabies. The Senior Animal Control Officer or their designee shall have the power to quarantine any such animal, or impound it at the owner's expense if the owner or person having custody of such animal shall fail, refuse, or is unable, in the opinion of the Senior Animal Control Officer or their designee, to adequately confine such animal immediately, or in the event the owner or person having custody of such animal is not readily accessible.

C. Whenever it is shown that any animal has bitten any person, the owner or person having custody of such animal shall, upon the order of the Senior Animal Control Officer or their designee, quarantine such animal and keep it confined at the owner's expense for a minimum period of ten (10) days for dogs and cats and fourteen (14) days for all other animals, and shall allow the Senior Animal Control Officer or their designee to make an inspection or examination of such animal at any time during such period of quarantine. Animals quarantined pursuant to this subsection (eC) shall not be removed from the premises upon which such animal is quarantined without permission of the Senior Animal Control Officer or their designee. The Senior Animal Control Officer or their designee is hereby authorized to impound any animal at the owner's expense in the event the owner or person having custody of such animal fails or refuses to so confine such animal. Animals quarantined pursuant to this subsection (eC) shall remain under quarantine until notice is given by the Senior Animal Control Officer or their designee that such quarantine is terminated.

D. The Senior Animal Control Officer or their designee may, at ~~his/her~~their discretion, post or cause to be posted an appropriate sign on any premises where an animal is quarantined pursuant to this chapter, for the purpose of warning the public of the fact of such quarantine. It shall be unlawful for any person to remove a sign posted pursuant to this subsection without the permission of the Senior Animal Control Officer or their designee.

E. Whenever the Senior Animal Control Officer or their designee shall determine that an epidemic of rabies exists or is threatened, the Senior Animal Control Officer or their designee shall have the authority to take such measures as may be reasonably necessary to prevent the spread of the disease, including but not limited to the declaration of quarantine against any or all animals in any area of the ~~city~~City as the Senior Animal Control Officer or their designee may

4. The kennel permit number and name of the permitting agency of the owner of each of the dogs so offered (in the case of animals four ~~(4)~~ months of ~~age~~ or more of age).

B. This section shall not apply to public animal shelters or nonprofit humane societies which are in compliance with Food and Agricultural Code Sections 30503 and 31751, nor shall it apply to persons who relinquish animals to such shelters or societies.

C. Violators subject to citation are to be furnished with a list of low-cost or no-cost spay and neuter resources.

D. It is unlawful for any person to make use of a stolen, counterfeit or unauthorized license, tag, certificate or any other document or thing for the purpose of evading the provisions of this section.

8.02.230260 - Prohibition of sales or ~~the~~ giving away of dogs and cats on public property.

No person shall, in the City of Perris, offer for sale or sell or give away or transfer for adoption any ~~dog, puppy, cat, or kitten, dog or puppy~~ on any public street, public sidewalk, or public park.

8.02.240270 - Prohibition of sales or ~~the~~ giving away of dogs and cats on private property without owner consent.

No person shall offer for sale or sell or give away or transfer for adoption any ~~dog, puppy, cat, or kitten, dog or puppy~~ on any private property without the property owner's written consent. Said written consent shall be in the possession of the person at all times while on the private property. This section shall not apply to any person who is also the legal owner or legally in possession of the real property on which the act is occurring.

8.02.250280 - Enforcement.

A. The Senior Animal Control Officer or their designee shall supervise the administration and enforcement of this chapter and of the laws of the ~~state~~State of California pertaining to the control of dogs and shall have charge of animal control center employees and facilities.

nor more than one thousand dollars (\$1,000.00) per day of violation, or both fine and imprisonment.

C. Persons receiving a citation for violation of a home quarantine, may choose to clear the citation and avoid arrest and appearance in court by demonstrating to the Senior Animal Control Officer or their designee, in writing, their intent to comply with the order and **by** paying an administrative fee of fifty dollars (\$50.00) to the ~~Division~~**department**.

8.02.370300 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this Ordinance, and in accordance with Government Code Section 53069.4, an administrative citation may be issued for any violation of ~~city~~**City** animal control ordinances. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties.

A. Notice of Violation. If an animal is owned, kept, maintained, or found to be in violation of a ~~city~~**City** animal control ordinance, an administrative citation may be issued by the ~~animal control~~**Animal Control** officer. An administrative citation will not be issued for violation of Section 8.02.050 (Mandatory licensing of kennels and catteries) prior to a written notice of violation being issued.

B. Content of Citation. The administrative citation shall be issued on a form approved by ~~city counsel~~**the City Attorney** and shall contain the following information:

- 1. ~~Date, location and approximate time that the violation was observed;~~
- 2. ~~The ordinance violated and a brief description of the violation;~~
- 3. ~~The amount of the administrative penalty imposed for the violation;~~
- 4. ~~Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within this time period;~~
- 5. ~~Instructions on how to appeal the citation;~~
- 6. ~~The signature of the animal control officer.~~

~~The failure~~, Date, location and approximate time that the violation was observed;

1. The penalties assessed for each violation of a ~~city~~City animal control ordinance shall not exceed those amounts as set forth by the City of Perris for a first violation, second violation of the same administrative abatement order within one (1) year; or for each additional violation of the administrative abatement order within one (1) year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the City of Perris.

5. Where the violation would otherwise be an infraction, the administrative penalty shall not exceed the maximum fine or infraction amount.

E. Administrative Appeal of Administrative Citation.

1. Notice of Appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the ~~Division~~department. The written notice of appeal must be filed within ten (10) days of the service of the administrative citation as set forth in subsection (C) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on ~~city~~City forms and shall contain the following information:

~~a. A brief statement setting forth the appellant's interest in the proceedings;~~ A brief statement setting forth the appellant's interest in the proceedings;

b. A brief statement of the material facts which the appellant claims supports his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

c. An address at which the appellant agrees to notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

d. The notice of appeal must be signed by the appellant.

2. Administrative Hearing. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

the notice of appeal shall be as set forth by the City per their fee resolution. The failure to file the written appeal and to pay the filing fee within this twenty (20) day period shall constitute a waiver of the right to an appeal and the decision shall be deemed final. A copy of the notice of appeal shall be forwarded to the Animal Control Division upon receipt by the City Manager's office.

~~2. The City Manager or his or her designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.~~

~~3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager shall be final.~~

~~2. The City Manager or his~~

~~designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.~~

~~3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager shall be final.~~

8.02.280310 - Recoupment of enforcement costs.

The intent of this section is to authorize the recoupment of administrative costs reasonably related to the enforcement of this ~~chapter~~ Ordinance. In furtherance of this intent the ~~city~~ City shall be entitled to recover costs of enforcement, including costs of staff time, by complying with the following procedure:

A. Records of Costs. The ~~Division~~ department of animal services shall maintain records of all administrative costs, incurred by the ~~Division~~ department and all other responsible ~~city~~ City departments, in the processing of the violation or violations and the enforcement of this chapter and other applicable ordinances and may recover such costs from the violator and/or property owner or property occupier as provided in this chapter.

B. Notice. Upon investigation and determination that a violation of any of the provisions of this chapter or other related ~~city~~ City ordinances is found to exist, the

OF PERRIS FOR THESE CHARGES, TO BE RECOVERED IN A CIVIL ACTION IN THE NAME OF THE CITY, IN ANY COURT OF COMPETENT JURISDICTION WITHIN THE CITY.

Dated: _____

Animal Control Division ~~Department of Animal Services~~

D. Right to Hearing. Any violator or property owner, or other person having possession and control of the property, who receives a summary of costs under this section shall have the right to a hearing before the Senior Animal Control Officer or their designee on his or her objections to the proposed costs in accordance with the procedures set forth herein.

E. Request for Hearing. A request for hearing shall be filed with the ~~Division~~department within ten (10) days of the service by mail of the ~~department's~~~~Division~~~~department's~~ summary of costs, on a form provided by the ~~Division~~department. Within ten (10) days of the filing of the request, and on ten (10) ~~days~~'~~days~~' written notice to the violator and/or owner, the Senior Animal Control Officer or their designee shall hold a hearing on the violator and/or ~~owner's~~~~owner's~~ objections, and shall determine the validity thereof.

F. Recovery of Costs. In the event that: (a) no request for hearing is timely filed; or (b) after a hearing the Senior Animal Control Officer or their designee affirms the validity of the costs; the violator, the property owner or the person in control and possession of the property shall be liable to the ~~city~~City in the amount stated in the summary of costs or any lesser amount as determined by the Senior Animal Control Officer or their designee. These costs shall be recoverable in a civil action in the name of the ~~city~~City, in any court of competent jurisdiction within the County of Riverside.

G. Senior Animal Control Officer or their designee's Decision. In determining the validity of the costs, the Senior Animal Control Officer or their designee shall consider whether the total costs as charged have been fairly and accurately calculated. Factors to be considered include whether the time and personnel spent in enforcement were reasonably necessary to bring about compliance and whether the rate charged is the current rate established by the ~~city~~City.

H. Appeal. The decision of the Senior Animal Control Officer or their designee may be appealed by filing a written notice of appeal with the City Clerk within ten (10) days after service by mail on the violator, property owner, or other

or regulation of the ~~state~~State of California, the pre-impoundment hearing shall be deemed waived; provided, however, that the owner or custodian of the subject dog or cat shall be given notice by the Senior Animal Control Officer or their designee, in writing, which would allow five (5) working days to request an abatement hearing. Service of such notice shall be in accordance with the service methods specified in subsection (B) of this chapter. Where requested by such owner or custodian, a hearing shall be held within five (5) days of the request therefor, and the subject dog, cat or other animal shall not be disposed of prior to the conclusion of the hearing. If, after five (5) working days from the date of service of the notice specified in this subsection, no request for a hearing is received from the owner or custodian of the subject dog, cat or other animal, such dog, cat, or other animal shall be disposed of pursuant to applicable provisions of law.

D. All hearings pursuant to this section shall be conducted by the Senior Animal Control Officer or their designee personally or by a designee who shall not have been directly involved in the subject action. Hearings shall be held not more than ten (10) days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a reasonable period of time if the Senior Animal Control Officer or their designee deems such continuance to be necessary and proper or if the owner or custodian shows good cause for such continuance. Within ten (10) days after the conclusion of the hearing, the Senior Animal Control Officer or their designee shall render, in writing, ~~his or her~~their findings, decision and order thereon and shall give notice of the findings, decision and order to the owner or custodian of the subject dog, cat or other animal; service of such notice shall be in accordance with the service methods specified in subsection (B) of this section.

E. Pursuant to Food and Agriculture Code Section 31622, the owner or keeper of a dog can appeal the decision of the administrative hearing to the municipal court.

8.02.300330 - Adjustments of fees.

All of the fees set forth in this chapter shall be in effect until the City Council shall, by ~~means of ordinance,~~ fix some other fees upon the basis of a cost-analysis as determined by the City of Perris Auditor-Controller or, where applicable, pursuant to a change in the applicable laws and regulations of the ~~state~~State of California; or ~~where, if~~ applicable, both.

8.03.030 – Abandoning animals.

It is unlawful to abandon any animal, dead or alive, within the boundaries of the City.

8.03.040 – Cruelty to dogs, cats and other animals.

A. It is unlawful and is a violation of this chapter for any person to abandon, starve, kill, injure, torture, torment, or otherwise treat in a cruel or inhumane manner, any domesticated or wild animal within the City except in defense of person, property or another animal, or when the person whose actions are in question reasonably believes that the questioned action or actions are necessary for the preservation of the public health or safety. This provision shall not be construed to limit in any manner the carrying out of official duty by any peace officer, humane officer or other law enforcement officer.

B. Any animal which is abandoned, starved or treated in a cruel or inhumane manner, or which is willfully or negligently allowed to suffer torture or unnecessary pain, may be impounded and treated or disposed of in a humane manner, or as prescribed in Penal Code section 597f.

C. Except as otherwise provided in the impounded animals section of this Ordinance, or under exigent circumstances, at least five (5) working days prior to the impoundment, adoption, disposal or destruction of any animal under this section, written notice shall be given by personal delivery, first class mail, postage prepaid, to the last known address of the owner, of such person's right to a hearing as to whether or not such impoundment, adoption, disposal or destruction shall be ordered, except where such delay will be unreasonable in the opinion of the Senior Animal Control Officer, in which case the animal may be impounded immediately. In the event the owner of such animal requests a hearing prior to such action being taken, no impoundment, adoption, disposal or destruction shall take place until the conclusion of such hearing, which hearing shall be conducted by the Senior Animal Control Officer, except as otherwise provided in the impounded animals section of this Ordinance. Requests for hearing shall be filed in writing with the Senior Animal Control Officer.

D. If, in the opinion of the Senior Animal Control Officer, immediate impoundment is necessary for public health or safety or the health or safety of the animal, the pre-impoundment hearing shall be deemed waived; provided, however, that in such case the owner of the animal shall be given at least five (5) working days' notice as provided in this subsection of her or his right to a post-impoundment hearing. Requests for hearing shall be filed in writing with the

1. Any public park in the City;
 2. A public sidewalk, parkway or any other public property;
 3. Any entranceway, stairway or wall immediately abutting a public sidewalk;
 4. The floor of any theater, shop, store, office building or other building used by the public;
 5. Any improved private property other than that of the owner or person who has custody or control of such animal;
 6. The floor of any common hall in any apartment house, tenement house, motel or other multiple dwelling.
- C. Any owner or person found in violation of this section shall be fined fifty dollars (\$50.00), payable to the City, for each violation.

8.03.070 – Fighting animals.

No person shall cause any animal, including, but not limited to, any cock or dog, to fight with the like kind of animal, with a different kind of animal or a human being. Nor shall any person permit the same to be done on any premises under his charge or control. Any person, who aids, abets or is present at such fighting as a spectator is guilty of a misdemeanor.

8.03.080 – Owning, keeping or training animals for fighting.

Any person who owns, possesses, keeps or trains any animal with the intent that such animal shall be engaged in an exhibition of fighting, or is present at any place or building where preparations are being made for an exhibition of the fighting of animals with the intent to be present at such exhibition, is guilty of a misdemeanor.

Chapter 8.04 - POTENTIALLY DANGEROUS ~~AND~~, DANGEROUS, AND VICIOUS ANIMALS

Sections:

~~2. Any animal which has once attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another animal.~~

~~3. Any animal which is found actively pursuing livestock, domestic bovine animal, horse, mule, burro, sheep, goat, swine, poultry, chicken, duck, turkey, goose or other domestic fowl, dogs, cats, or other domestic animals.~~

~~"Substantial injury" means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss, or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.~~

~~"Dangerous animal" means:~~

~~1. Any animal which has twice within a thirty-six (36) month period in two (2) separate incidents has, actively pursued, attacked, bitten or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person or animal engaged in a lawful activity;~~

~~2. Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in death or substantial injury;~~

~~3. Any animal which has been previously declared a "potentially dangerous animal" and the owner/custodian has failed to restrain the animal as so directed; or~~

~~4. Any dog which has been declared a "potentially dangerous dog" as defined by California State Law during any legal hearing process.~~

~~"S. Any animal of a species which presents a threat to the safety of persons or property, as determined by the Senior Animal Control Officer.~~

~~"Potentially dangerous animal" means:~~

~~1. Any animal which has once actively pursued, attacked, bitten, or otherwise caused a less severe injury than a "substantial injury" (as defined in this section), to another person engaged in a lawful activity.~~

~~The owner or person having possession, custody, charge or control of an animal that the owner or person having possession knew or should have known was dangerous or vicious shall be guilty of a misdemeanor whenever the animal:~~

~~1. Is found to be outside of a house or fully enclosed space, unless the animal is muzzled and on a leash or similar restraint no longer than five feet in length and under the control of a competent person; or~~

~~2. Is found not to be under the restraints ordered by the Senior Animal Control Officer.~~

~~**8.04.040 - Exceptions to finding an animal to be vicious.**~~

~~No animal may be determined vicious if:~~

~~1. Any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the animal, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the animal, or was teasing, tormenting, abusing or assaulting the animal or who has, in the past, teased, tormented, abused or assaulted the animal; or~~

~~2. Such animal is used in military or police work and any such bite, threat, injury or damage was sustained while the animal was actually performing in that capacity.~~

~~**8.04.0350 - Administrative restraint order for potentially dangerous animals.**~~

~~A. If the ~~Animal Control Division~~ ~~division~~ ~~Division of animal control~~ ~~Animal Control~~ has cause to believe that an animal is a potentially dangerous animal, the ~~animal services manager~~ ~~Senior Animal Control Officer~~ or their designee shall issue a potentially dangerous animal restraint order to the owner(s) or custodian(s) of any such dog or animal that fits the description described in this chapter, of a potentially dangerous animal. The statement shall be served by hand-delivery or certified and first-class mail. The statement shall notify the owner(s) or custodian(s) of such animal(s) that such owner(s) or custodian(s) is/are required thereafter at all times to keep such animal(s) in a secure enclosure or provide such other adequate secure restraint as may be specified on the restraint order.~~

A. If the Animal Control Division has cause to believe that an animal is a dangerous animal, the Senior Animal Control Officer or their designee shall issue a dangerous animal restraint order to the owner or custodian of any such dog or animal that fits the description described in this chapter, of a potentially dangerous animal. The statement shall be served by hand-delivery or certified and first-class mail. The statement shall notify the owner or custodian of such animal that such owner or custodian is required thereafter at all times to keep such animal in a secure enclosure or provide such other adequate secure restraint as may be specified on the restraint order.

B. An owner or custodian of an animal receiving a dangerous animal restraint order may request a hearing on the order by a Hearing Officer selected by the department Senior Animal Control Officer or its designee. The request for a hearing must be submitted in writing, during the ten (10) calendar days following the service of the order. Pending such hearing, the animal must be kept in a secure enclosure or adequately restrained as specified in the restraint order.

C. Failure of the owner or custodian to request a hearing on the restraint order within the ten (10) day period, or failure to attend or be represented at a scheduled hearing, shall constitute a waiver of the right to a hearing and shall satisfy the hearing requirements provided herein.

D. All hearings pursuant to subsection (B) of this section shall be conducted by the Hearing Officer who shall not have been directly involved in the subject action. Hearings shall be held not more than ten (10) working days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a period of time not to exceed thirty (30) days if the Hearing Officer deems such continuance to be necessary and proper. Within ten (10) days after the conclusion of the hearing, the Hearing Officer shall render, in writing, his or her findings, decision, and order thereon and shall give notice of the findings, decision, and order to the owner or custodian of the subject animal; service of such notice shall be by mail or hand delivery.

E. Costs for successful enforcement of this section shall be recouped from the animal's owner or custodian pursuant to section 8.02.310.

F. An animal which has been determined to be a dangerous animal following the conclusion of the process described in subsections A through D of this section shall be added to a list of dangerous animals maintained by the Animal Control Division of Animal Control.

Dangerous or vicious animals

maintenance of the animal. In carrying out an abatement, the ~~Division~~division shall follow the procedure ~~established in Ordinance 630, Section 22~~as set forth in section 8.02.320.

Restrictions and/or conditions resulting from abatement proceedings may include, but are not limited to, the following:

- A. Requiring the owner of the animal, possessor of the animal, ~~and~~or owner of the premises on which the animal is kept to obtain and maintain liability insurance in the amount of one hundred thousand dollars (\$100,000.00) and to furnish a certificate or proof of insurance by which the ~~Division~~division shall be notified at least thirty (30) calendar days prior to cancellation or nonrenewal;
- B. Requirements as to the size, construction, and design of structured enclosure for the animal;
- C. Location of the ~~animal's~~animal's residence including prior notice of plans to move the animal to another location or to a location outside of City of Perris and obtaining approval from the ~~division~~Animal Control ~~Division of animal control~~Animal Control to do so after proper notification of animal regulation in the new jurisdiction;
- D. Requirements as to type and method of restraints for the animal; including but not limited to leashes, muzzles and confinement in a kennel or other facility;
- E. Photo identification or permanent marking of the animal for purposes of identification;
- F. A requirement to obtain a dangcrous animal registration and/or requiring a tattoo or ~~micro-ehip~~microchip noting the declaration and registration with City of Perris ~~animal control~~Animal Control;
- G. A requirement to alter the animal;
- H. Requirements to allow inspection of the animal and its enclosure by the ~~division~~Division of animal control/Animal Control ~~Division~~ or any other law enforcement agency without warrant, and to produce upon demand, proof of compliance with such requirements of this section; as may be applicable;
- I. Obtaining written permission to keep the animal on certain specified premises from the landlord ~~or~~ owner, in the event that the owner/custodian of the dangerous animal is a tenant or occupant on real property where the animal is being kept;

location, the owner and/or custodian shall notify the ~~D~~ivision no later than twenty-four (24) hours thereafter. If the animal escapes, the owner and/or custodian shall immediately notify the ~~D~~ivision and make every reasonable effort to recapture the escaped animal.

D. An animal that has been declared dangerous or vicious in any legal hearing, as a result of aggressive behavior, outside the confines of City of Perris, may not be relocated in City of Perris.

F. Any person who violates any provision of this section is guilty of an infraction or misdemeanor, if charged.

8.04.070090 - Possession unlawful without adequate restraint.

It is unlawful for a person to have the custody of or own or possess an animal that is restricted as above provided, unless the animal continues to be restrained or confined to prevent it from being at large or from causing damage to any property or injury to any person or other animal. Any person who violates any imposed restriction is guilty of a misdemeanor.

8.04.090100 - Surrender of animal upon demand.

The owner and/or custodian of any animal on restriction who is in violation of Section 8.04.0270 shall surrender such animal to the ~~division~~Division of animal control/Animal Control ~~Division~~ upon demand.

8.04.090110 - Hearing procedures and charges.

Charges for hearing procedures and costs of confinement at a shelter associated with enforcement under this Ordinance shall be recovered from the animal's/animal's owner or custodian as per ~~Sections 21~~sections 8.02.310 and ~~22 of Ordinance 6308.02.320.~~

8.04.100120 - Remedies and penalties.

8.04.110130 - Exclusions.

This chapter does not apply to dogs while utilized by any police department or any law enforcement officer in the performance of police work.

8.04.120140 - Court proceedings.

Nothing in this chapter shall prevent the City of Perris ~~Animal Control Division~~ ~~Division of animal control~~ ~~Animal Control~~ or any other party from commencing and maintaining court proceedings for the restriction or destruction of any animal as authorized under Food and Agricultural Code Section 31601 et seq.

Chapter 8.05 - NOISY ANIMALS*

Sections:

8.05.010 - Findings.

The disturbance caused by excessive, unrelenting or habitual noise of any animal is disruptive of the ~~public's~~ ~~public's~~ peace and tranquility and represents an unwanted invasion of privacy of the residents of the unincorporated areas of the City of Perris. At certain levels, the excessive, unrelenting or habitual noise of any animal may jeopardize the health, safety or general welfare of residents of the City of Perris and degrade their quality of life.

8.05.020 - Purpose.

It is declared to be in the public interest to promote the health and welfare of the residents of the unincorporated areas of the City of Perris (the ~~city~~ ~~"City"~~) by providing for an administrative proceeding for the abatement of such noisy animal nuisances, which abatement procedures shall be in addition to all other proceedings authorized by ~~city~~ ~~City~~ ordinances or otherwise by law.

8.05.030 - Authority.

8.05.060 - General prohibition—Declaration of noisy animal as a public nuisance.

A. It is unlawful and a public nuisance for any person to allow on their property, own, keep, permit, harbor or have in their care, custody or control a noisy animal.

B. It is unlawful for the responsible party, after being informed in writing that his or her animal has been declared a noisy animal and that the maintenance of a noisy animal is a public nuisance, to fail, refuse, or neglect to take whatever steps or use whatever means are necessary to assure that such noisy animal does not again disturb residents in the vicinity in which the noisy animal is kept.

8.05.070 – Disturbing the peace.

It is unlawful and declared a nuisance for any person to keep, maintain or permit on any lot, parcel of land or premises under his control, any animal which may by any sound or cry disturb the peace and comfort of the inhabitants of the neighborhood or interfere with the reasonable and comfortable enjoyment of life and property; provided, however, that nothing contained in this chapter shall be construed to apply to reasonable noises emanating from legally operated veterinary hospitals, humane societies, animal shelters, farm or agricultural facilities within areas where the keeping of animals or fowls are permitted.

8.05.080 - Noisy animal warning notice.

A. When an ~~animal control officer~~Animal Control Officer is notified of a possible noisy animal and has personally confirmed the existence of a noisy animal, or has received a written complaint under penalty of perjury of such noisy animal signed by a complaining party, the ~~animal control officer~~Animal Control Officer shall issue a noisy animal warning notice (~~“warning notice”~~) to the responsible party. Such warning notice shall specify that the continued barking, howling or other noise or sounds of such animal is in violation of this chapter and that the noisy animal nuisance must be abated immediately to avoid further action by the ~~city~~City. The warning notice shall be personally served or served by mail upon the responsible party. If service by mail or personal service cannot be safely made or reasonable attempts at personal service have failed, the warning notice shall also be posted at the premises upon which the animal is located. A copy of

of the date, time, and place for the hearing. The notice of hearing shall advise the complaining party and responsible party that they may present evidence at the hearing through witnesses and documents. The notice of hearing shall be accompanied by a copy of the completed declaration of complaint and petition. The notice of hearing shall be personally served or served by mail on all parties. If the notice of hearing cannot be mailed or safely served by personal service or reasonable attempts at personal service have failed, then it may be posted upon the premises where the animal is kept.

8.05.090100 - Administrative ~~hearing officer~~Hearing Officer.

A determination on whether an animal is violating this chapter shall be made by an ~~administrative hearing officer~~Administrative Hearing Officer. The ~~administrative hearing officer~~Administrative Hearing Officer shall have the power to hear testimony from witnesses, including complainants, peace officers, ~~animal control officers~~Animal Control Officers, or other witnesses or parties including the responsible party, to determine whether the maintenance of the animal is a public nuisance, and to order the abatement of such nuisance by taking such actions as set forth in this chapter.

8.05.400110 - Administrative abatement hearing regarding noisy animal.

The hearing before the ~~administrative hearing officer~~Administrative Hearing Officer shall be open to the public. The ~~administrative hearing officer~~Administrative Hearing Officer may admit all relevant evidence, including incident reports and affidavits of witnesses. ~~The administrative hearing officer~~The Administrative Hearing Officer may decide all issues even if the responsible party for the animal fails to appear at the hearing. If the complaining party fails to appear at the hearing and the investigating ~~animal control officer~~Animal Control Officer does not have personal knowledge of the noisy animal, the complaint shall be dismissed. ~~The administrative hearing officer~~The Administrative Hearing Officer may find, upon a preponderance of the evidence, that the animal is a noisy animal and the maintenance of such noisy animal is a public nuisance. Upon the conclusion of the hearing, the ~~administrative hearing officer~~Administrative Hearing Officer may orally announce the decision as to whether the animal is a noisy animal.

8.05.410120 - Determination and order.

8.05.130140 - Failure to comply with administrative order.

It is unlawful for any responsible party to fail, neglect, or refuse to comply with an administrative abatement order of the ~~administrative hearing officer~~Administrative Hearing Officer within the time specified in said order. Should any party subject to the administrative abatement order fail to comply with the order, in whole or in any part thereof, that party or those parties may be subject to administrative remedies to enforce the administrative abatement order as set forth in this chapter, including administrative citations and penalties, and any other lawful means necessary to gain compliance, including a civil action.

8.05.140150 - Civil action.

In the event ~~that~~ any person shall fail, neglect, or refuse to comply with an administrative abatement order of the ~~administrative hearing officer~~Administrative Hearing Officer within the time specified in said order and the public nuisance continues to exist, a civil action may be commenced to obtain the abatement of the noisy animal public nuisance.

8.05.150160 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this chapter, and in accordance with Government Code section 53069.4, an administrative citation may be issued for failure to comply with an administrative abatement order of the ~~administrative hearing officer~~Administrative Hearing Officer. The following procedures shall govern the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

A. Administrative ~~hearing officer's~~Hearing Officer's order. If the public nuisance is not corrected within the period stated in the administrative abatement order, an administrative citation may be issued by a ~~city animal control officer~~City Animal Control Officer.

B. Content of citation. The administrative citation shall be issued on a form approved by ~~city counsel~~City Attorney and shall contain the following information:

- ~~1. Date, location and approximate time that the violation was observed;~~
- ~~2. The ordinance violated and a brief description of the violation;~~

3. The failure of any interested person to receive the citation shall not affect the validity of the proceedings.

D. Administrative penalties.

1. The penalties assessed for each violation of the administrative abatement order issued by the ~~administrative hearing officer~~ Administrative Hearing Officer shall not exceed the amounts set forth by the City of Perris for a first violation, a second violation of the same administrative abatement order within one (1) year, or for each additional violation of the administrative abatement order within one (1) year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the City of Perris.

E. Administrative Appeal of Administrative Citation.

1. Notice of Appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the ~~Division~~ department. The written notice of appeal must be filed within ten (10) days of the service of the administrative citation as set forth in subsection C above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on ~~city~~ City forms and shall contain the following information:

~~a. A brief statement setting forth the appellant's interest in the proceedings;~~ a. A brief statement setting forth the appellant's interest in the proceedings;

b. A brief statement of the material facts which the appellant claims supports his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

c. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

d. The notice of appeal must be signed by the appellant.

1. Notice of Appeal. Within twenty (20) days of the delivery and mailing of the ~~hearing officer's~~Hearing Officer's decision regarding the administrative citation, the recipient of the administrative citation may contest that decision by filing an appeal to be heard by the ~~city manager~~City Manager. The fee for filing the notice of appeal shall be as set forth by the City per their fee resolution. The failure to file the written appeal and to pay the filing fee within this twenty (20) day period shall constitute a waiver of the right to an appeal and the decision shall be deemed final. A copy of the notice of appeal shall be forwarded to the Animal Control Division upon receipt by the City Manager's office.

~~2. The City Manager or his designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.~~

~~3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager shall be final.~~

2. The City Manager or his or her designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.

3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager shall be final.

8.05.160170 - Not exclusive remedy.

The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by law."

Section 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

ORDINANCE NO. (NEXT IN ORDER)

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

I, Nancy Salazar, City Clerk of the City of Perris 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 _____, ~~2017~~2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Annexation of PM 35268 (Rider 3) to the City's Maintenance Districts

REQUESTED ACTION: Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of PM 35268 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2018-2019 Assessments.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: PM 35268 (Rider 3) is a 28.15-acre industrial project under the ownership of IDIG Rider Distribution Center, LLC. The project is located north of Rider Street and west of Redlands Avenue. As a condition of approval, the project is required to annex into the City's three maintenance districts.



On January 8, 2019, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for March 12, 2019.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$5,471.68
Landscape Maintenance District (Parkways)	5,878.94
Landscape Maintenance District (Medians)	9,223.20
Flood Control Maintenance District No. 1	<u>11,886.45</u>
Total Maximum Annual Assessment	\$32,460.27

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
 Assistant City Manager 
 Finance Director 

Attachments:

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

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of January 2019, adopt its Resolution of Intention Number 5417 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 5417 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5417, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5417, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;
and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March, 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 March 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO BENEFIT ZONE 137, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of January 2019, adopt its Resolution of Intention Number 5421 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 5421 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5421, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5421, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;

and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March 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 March 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PM 35268 TO BENEFIT ZONE 104, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of January 2019, adopt its Resolution of Intention Number 5418 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the "District"), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 5418, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5418, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5418, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;
and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March 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 March 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: Annexation of DPR 06-0635 (Rider 1) to the City's Maintenance Districts

REQUESTED ACTION: Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of DPR 06-0635 to the City's Maintenance Districts, Giving Final Approval to the Engineer's Reports, and the Levying of the 2018-2019 Assessments.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: DPR 06-0635 (Rider 1) is a 16.24-acre industrial project under the ownership of IDIG Rider Distribution Center, LLC. The project is located south of Rider Street and west of Redlands Avenue. As a condition of approval, the project is required to annex into the City's three maintenance districts.

On January 8, 2019, resolutions were approved stating the City Council's intention to annex this project into the City's maintenance districts and set a Public Hearing for March 12, 2019.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessments, by district, are as follows:

<u>Maintenance District</u>	<u>Maximum Annual Assessment</u>
Maintenance District No. 84-1 (streetlights & traffic signals)	\$3,156.67
Landscape Maintenance District (Parkways)	7,787.84
Landscape Maintenance District (Medians)	10,228.71
<u>Flood Control Maintenance District No. 1</u>	<u>2,089.09</u>
Total Maximum Annual Assessment	\$23,262.31

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments:

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

ANNEXATION OF DPR 06-0635 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1



VICINITY MAP

NOT TO SCALE

Owner: IDIG Rider Distribution Center, LLC

16.24 - ACRE SITE

MD 84-1

14 Street Lights

Contribution towards traffic signals at the intersection of:

Redlands Ave and Rider St

10%

Redlands Ave and Ramona Expressway

10%

LMD 1

Rider Street parkway and median along the north boundaries

FCMD 1

Public flood control facilities including catch basins, inlets, headwall, storm drain pipes, and appurtenances that channel, contain and convey the storm flow to a privately maintained basin

Improvements also include a 10' x 5' RCB and 20-foot wide concrete channel to be maintained on an interim basis until completion of certain master plan facilities.

Standard Inflation Factors (SIF)

- 1) "Common Labor, Construction Cost Index", ENR
- 2) Southern California Edison rate increases
- 3) Eastern Municipal Water District rate increases

MD 84-1 Assessments include SIF 1 and 2

LMD 1 and FCMD 1 Assessments include SIF 1, 2, and 3

Maximum Annual Assessment

Facility	Maximum Annual Assessment
Street Lights and Traffic Signals	\$3,156.67
Landscaped Parkways	7,787.84
Landscaped Medians	10,228.71
Flood Control Facilities	2,089.09
Total Maximum Annual Assessments	\$23,262.31



RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of January 2019, adopt its Resolution of Intention Number 5414 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 5414 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5414, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5414, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;
and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March, 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 March 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO BENEFIT ZONE 138, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 8th day of January 2019, adopt its Resolution of Intention Number 5411 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 5411 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5411, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5411, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;

and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March 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 March 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, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 06-0635 TO BENEFIT ZONE 105, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 8th day of January 2019, adopt its Resolution of Intention Number 5408 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 5408, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5408, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5408, be done and made.

Section 2. Be it further resolved that:

- A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.
- B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.
- C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.
- D. The assessments are levied without regard to the property value.
- E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved;
and

Section 4. Be it finally resolved that the method of assessment in the Engineer's Report is hereby approved and the assessments for Fiscal Year 2018-2019 are hereby levied.

ADOPTED, SIGNED and **APPROVED** this 12th day of March 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 March 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: March 12, 2019

SUBJECT: 2018-19 Mid-Year Budget and Capital Improvement Program Review

REQUESTED ACTION: Approve the Mid-Year Budget and Capital Improvement Program Amendments

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:

Throughout the year, the City's finance staff monitors revenues and expenditures. Actual funds received and spent are compared with the adopted budget. Each fiscal year, a formal review of the City's finances is presented to the City Council. Fiscal performance in the current year is described, along with projections for the remainder of the fiscal year. In addition to the Mid-Year budget changes, staff is requesting that amendments to the Capital Improvement Program be considered for approval.

BUDGET (or FISCAL) IMPACT:

- Increase general fund revenues \$4,906,037 and increase general fund expenditures \$774,138.
 - Increase AQMD fund expenditures \$240,000
 - Consideration of adjustments to various capital improvement projects as described in the 2018-19 Capital Improvement Program totaling \$31,007,340.
-

Prepared by:

REVIEWED BY:

Assistant City Manager
Finance Director

- Attachments:
1. Capital Improvement Program Book (provided under separate cover)
 2. Schedule of Budget Amendments by Fund Type
 - a) General Fund Revenues and Expenditures
 - b) AQMD Expenditures
 - c) Capital Improvement Project Expenditures

Business Item: x

**18-19 General Fund Budget
Mid Year Revenue Adjustments**

Property Taxes	199,690
Prop Tax in Lieu of VLF	635,629
Sales & Use Taxes	3,000,000
Transient Occupancy Taxes	(128,594)
Property Tax Transfers	(55,429)
Franchise Fees	(113,672)
Licenses and Permits	42,570
Construction Permits	570,000
Planning Fees	84,098
Recreation Fees/Donations	1,249
Fines and Forfeitures	(303,445)
Miscellaneous Revenue	473,941
Dispensary Taxes	350,000
Interfund Transfers/Recoveries	150,000
Total Revenue Adjustments	4,906,037

**18-19 General Fund Budget
Mid Year Expenditure Adjustments**

Staffing Changes (Amounts Prorated 4 months through EOY)	Department & Total Annual Impact
HR/Risk Manager	Human Resources - Annual Impact \$181,945
Director of Administrative Services Temporary Vacancy	Administration - Reduce Budget thru end of 18/19
IT Supervisor	Information Technology - Annual Impact \$122,187
Help Desk Technician (in lieu of intern position already approved)	Information Technology - Annual Impact \$65,207
Social Media Communications Specialist (in lieu of intern position already approved)	Information Technology - Annual Impact \$65,207
Operation Increases	
Office Supplies	City Manager 1,500
Professional Services	City Manager 20,000
Legal Services	Code Enforcement 40,000
Legal Services	Legal (General Services not attributed to specific departments) 75,000
Professional Services	Finance 21,900
Live Well Miscellaneous	Administrative Services/Public Health 2,500
Live Well - Youth Mental Health Conference	Administrative Services/Public Health 12,500

Increase of requests for certificates/awards and requires more materials

Increase to ensure sufficient funding for updates to Municipal Code.

Increased legal invoices for enforcement relating to Dispensaries, property abatement, street vending etc.

Increased cannabis & personnel related costs, haven't increased this budget in at least 6 years

Management Partners department review contract

Funding will be utilized toward a Color Fun Run (in conjunction with the Annual health fair)

Funding to be used for a Mental Health Conference.

Professional Development/Conference/Meetings	6,000	Information Technology (IT)	Increased Professional Development Services to cover the cost of Information Technology Certifications.
Mileage Reimbursement	2,000	Information Technology (IT)	Cover the cost of mileage reimbursement for staff.
Office Equipment/Furnishings	6,000	Information Technology (IT)	IT will relocate in July 2019. New furniture will be required for staff.
Software Acquisition	40,000	Information Technology (IT)	City workstations to move to Office 365 (Cloud).
Technology Hardware	20,000	Information Technology (IT)	Upgrade the existing ShoreTel phone system.
Online Monitoring Software	10,000	Information Technology (IT)	Implement a social media monitoring tool to collect social mentions and track keywords, hashtags and URLs.
Translation Services	10,000	Information Technology (IT)	Translation services fee increase.
Office Equipment Lease	49,000	Information Technology (IT)	Increase for Xerox and Image Source copiers lease (vendors increased their costs and we have additional staff with copiers)
Professional Development/Conference/Meetings	27,225	Leisure Services	Offer more professional development training and workshops to staff.
Legal Services	20,000	Planning	Increased legal invoices (update codes as well as other legal matters that pertain to planning).
Contract Services	80,000	Parks	Adding the Trail to maintenance contract to ensure weed abatement, trash pick up and other services. Also, Patriot Park will be added to the landscape maintenance contract.
Non-CIP General Engineering	100,000	Public Works-Engineering	Add additional budget for increased miscellaneous & encroachment permits - developer pays a portion
Contract Services	120,000	Facilities Maintenance	Continue active guard at City Hall and increase areas to receive surveillance (stair, Council Chamber, Code, etc.)
Professional Development/Conference/Meetings	8,000	Recreation Services	CA Parks and Recreation Society Conference (City is recipient of Award of Excellence)
Contract Services	27,500	Recreation Services	Implementation of Civic Rec Program to replace Active Net used for activity registration as well as facility reservations
Total General Fund Changes Requested			774,138

18-19 Other Funds

Mid Year Review Changes

	Fund	Amount	Notes
4 CNG Trucks - Public Works Fleet	AQMD	150,000	Public Works Outdated Trucks to be replaced
Alternative Fuel Toyota Highlander (or similar)	AQMD	45,000	City Manager's Office
Alternative Fuel Toyota RAV 4 (or similar)	AQMD	45,000	For Use by Volunteer
Total		240,000	

Capital Improvement Program - Existing Projects FY 18-19

Project Number	Project Name	Funding Source	Budget Change
F015	City Building Improvements	Developer Impact Fees	35,000.00
F047	Park Restrooms	Developer Impact Fees	150,000.00
F047	Park Restrooms	Developer Impact Fees	27,000.00
F047	Park Restrooms	Developer Impact Fees	93,000.00
F049	Skills Training Center	Construction Fund (General Fund)	377,741.00
F050	Frontier Downtown Parking Lot	Developer Impact Fees	(8,423.00)
P036	Morgan Street Park	Developer Impact Fees	1,000,000.00
S002	Annual Slurry Seal	Gas Tax	1,050,000.00
S002	Annual Slurry Seal	Measure A	144,424.00
S002	Annual Slurry Seal	Measure A	16,902.00
S002	Annual Slurry Seal	Gas Tax	288,697.00
S014	Goetz Road Improvements	External Contributions	518,291.00
S014	Goetz Road Improvements	External Contributions	1,794,100.00
S014	Goetz Road Improvements	RBBB	2,481,709.00
S023	Placentia/I-215 Extension	External Contributions	(3,263,773.00)
S023	Placentia/I-215 Extension	RBBB	3,263,773.00
S031	Evans Rd	External Contributions	(27,347.00)
S036	Annual Pothole Repair	Gas Tax	250,000.00
S068	I-215 Widening	Gas Tax	(12,500.00)
S068	I-215 Widening	Measure A	(9,001.00)
S079	Perris Blvd Widening Phase I - 4th to 11th	RBBB	(355,252.00)
S079	Perris Blvd Widening Phase I - 4th to 11th	External Contributions	(1,248,471.00)
S079	Perris Blvd Widening Phase I - 4th to 11th	Developer Impact Fees	(241,001.00)
S090	I-215/Nuevo Rd Interchange	External Contributions	(518,291.00)
S091	Redlands Blvd - Nuevo to San Jacinto	Gas Tax	(288,697.00)
S095	I-215 Harley Knox	RBBB	10,000,000.00
S096	Sidewalk/Bike Path Install	Measure A	(144,424.00)
S102	Citywide Pavement Rehab	SB1 Transportation Funding	(3,987,788.00)

S103	Sidewalk & Pedestrian Ramps Install	Measure A	(16,902.00)
S106	Indian Ave Right-of-Way Acquisition	RBBB	(270,770.00)
S113	Triple Crown Landscaping Improvements	Construction Fund (General Fund)	(18,918.00)
S114	Perris Blvd Landscaping	External Contributions	1,000,000.00
S115	Citywide Pedestrian Improvement	Measure A	300,000.00
S115	Citywide Pedestrian Improvement	Gas Tax	58,585.34
T001	San Jacinto/Perris T.S. Row Improvements	Traffic Safety Fund	(233,412.00)
T001	San Jacinto/Perris T.S. Row Improvements	Developer Impact Fees	(1,193,723.00)
T009	Traffic Studies & Reports	Traffic Safety Fund	250,000.00
T019	Traffic Signal Pedestrian Count	Traffic Safety Fund	(725.00)
T019	Traffic Signal Pedestrian Count	Federal Grants	(70,692.00)
T021	Traffic Signal - Ethanac/Murrieta	Traffic Safety Fund	(299,785.00)
T023	Traffic Signal - 4th & A	Traffic Safety Fund	(18,361.00)
Total			10,870,966.34

Capital Improvement Program - New Projects FY 18-19

Project Number	Project Name	Funding Source	Budget Change
D016 (New)	Line E	External Contributions	3,638,175.00
D016 (New)	Line E	Master Drainage	3,638,175.00
D017 (New)	Perris Blvd.Nuevo Rd Drainage Improvements	Developer Impact Fees	200,000.00
F053 (New)	Green City Farm Phase II	Developer Impact Fees	25,000.00
F055 (New)	Civic Center Circulation & Parking Improvements	External Contributions	500,000.00
P041 (New)	Metz Park Improvements	External Contributions	100,000.00
P042 (New)	Goetz Park	Developer Impact Fees	2,000,000.00
S116 (New)	Perris Blvd Corridor Safety Improvements	Federal Grants	850,300.00
S116 (New)	Perris Blvd Corridor Safety Improvements	Gas Tax	50,000.00
S117 (New)	Citywide Safety Improvements	Gas Tax	273,080.00
S117 (New)	Citywide Safety Improvements	Developer Impact Fees	533,197.00
S117 (New)	Citywide Safety Improvements	Developer Impact Fees	1,193,723.00
S118 (New)	Harley Knox Blvd Lndscp between Perris Blvd & Redlands	RBBB	2,000,000.00
S119 (New)	Ethanac Road Lighting - Murrieta to I-215	RBBB	1,500,000.00
S120 (New)	Perris Blvd Widening Phase II - 4th to 11th	RBBB	355,252.00
S120 (New)	Perris Blvd Widening Phase II - 4th to 11th	External Contributions	1,248,471.00
S120 (New)	Perris Blvd Widening Phase II - 4th to 11th	Developer Impact Fees	241,001.00
S121 (New)	Perris Blvd Medians & Landscaping (DG)	External Contributions	140,000.00
S122 (New)	Citywide Sidewalk Improvements	Gas Tax	50,000.00
T027 (New)	Ethanac Road/Case Rd Signal Modification	Developer Impact Fees	250,000.00
T028 (New)	Ramona Expressway/Evans Road Signal Modification	Traffic Safety Fund	250,000.00
T029 (New)	Redlands Ave/Jarvis St Signal	Developer Impact Fees	300,000.00
T030 (New)	Redlands Ave/Citrus Ave Signal	Developer Impact Fees	300,000.00
T031 (New)	Orange Ave/Perris Blvd Signal Modification	Developer Impact Fees	500,000.00
Total			20,136,374.00